

AN ORDINANCE 29, 469

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1383) The rezoning and reclassification of property from "B" Residence District and "F" Local Retail District to "E" Office, "F" Local Retail and "J" Commercial District as follows:

From "B" Residence to "E" Office
Lot 42, NCB 8409

From "B" Residence and "F" Local Retail to "F" Local Retail
Lot 41, NCB 8409

From "B" Residence and "F" Local Retail to "J" Commercial
Lot 40, NCB 8409

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 18th day of May, A.D., 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 470

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, by 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. 1468) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 29, 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 18th day of May, A.D., 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 471

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. 1476) The rezoning and reclassification of property from "F" Local Retail District to "J" Commercial District as follows: Lot 17, NCB 10923

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 18th day of May, A.D., 1961.

GEORGE DE LA GARZA: Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 472

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. 1482) The rezoning and reclassification of property from "C" Residence District to "J" Commercial District as follows: Lot 44, NCB 495.

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 18th day of May, A.D., 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

FIXING THE TIME OF REGULAR COUNCIL MEETINGS OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO.

* * * * *

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

1. That after the date of this Resolution the Regular Meetings of the City Council of the City of San Antonio shall be held on Wednesday of each week at 8:30 A.M. unless changed for reasons to be spread on the Minutes of said City Council.

2. PASSED AND APPROVED this 18th day of May, A.D. 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 473

APPOINTING HAROLD HERNDON TO THE TRANSIT BOARD OF TRUSTEES.

* * * * *

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

1. Harold D. Herndon is hereby appointed a member of the Transit Board of Trustees, to serve for the remainder of the term, expiring December 31, 1965, to fill the vacancy created by the resignation of John Gatti.

2. PASSED AND APPROVED this 18th day of May, 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 474

AUTHORIZING THE HIRING OF 100 ADDITIONAL PERSONNEL FOR SIDEWALK PROGRAM.

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

1. The Director of Public Works is hereby authorized to hire the following additional personnel in connection with the School Sidewalk Program:

- 1 Drainage Supervisor
- 5 Section Foreman
- 5 E. O. III - Concrete Finisher
- 5 E. O. III - Carpenter
- 5 E. O. II - Grader Operator
- 5 E. O. II -- Finisher Helper
- 5 E. O. I - Truck Driver
- 10 Laborer (Excav. and Finegrade)
- 20 Laborer (Form Setters)
- 20 Laborer (Reinf. Steel Workers)
- 5 Laborer (Expansion Jt. Man)
- 10 Laborer (Concrete Shovelers)
- 1 Survey Chief
- 3 Chainmen

2. PASSED AND APPROVED this 18th day of May, A.D., 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 475

AUTHORIZING ACCEPTANCE OF THE TERMS OF A DEED OF RELEASE FROM THE FEDERAL AVIATION AGENCY ON A PORTION OF STINSON FIELD PROPERTY AND AUTHORIZING EXECUTION OF SAME BY THE MAYOR.

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

1. The Deed of Release dated May 15, 1961, executed by the Federal Aviation Agency covering Tracts 2, 3, 4 and 5 of Stinson Field, is hereby accepted. A copy of said instrument is filed herewith and incorporated herein for all purposes.

2. The Mayor is authorized to execute the aforementioned instrument on behalf of the City of San Antonio.

3. PASSED AND APPROVED this 18th day of May, 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 476

AUTHORIZING THE INSTALLATION OF A WATER SYSTEM BY THE CITY WATER BOARD IN CONNECTION WITH PROJECT SARAH AT AN ESTIMATED COST OF \$10,497.75.

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

1. The installation by the City Water Board of a water system, including mains, fire hydrants and service lines, to 33 lots in connection with Project SARAH, at an estimated cost of \$10,497.75, is hereby authorized.

2. Payment to the City Water Board for the cost of such installation is hereby authorized to be made from Account 09-19-01 of the 1960-61 General Fund.

3. PASSED AND APPROVED this 18th day of May, 1961.

GEORGE DE LA GARZA, Acting Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,477

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DORSEY LABORATORIES A DIVISION OF THE WANDER COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC HEALTH WITH CERTAIN MEDICAL DRUGS FOR A TOTAL OF \$2,210.00

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

1. The attached low qualified bid of Dorsey Laboratories, a Division of The Wander Company, dated May 22, 1961, to furnish the City of San Antonio, Department of Public Health with 40 drums of Para-Aminosalicylic Acid Tablets for a total of \$2,210.00 net is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Health, Account No. 10-02-02.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,478

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN TWO-WAY RADIOS FOR A TOTAL OF \$12,569.46.

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

- 1. The attached low qualified bid of Motorola Communications and Electronics, Inc., dated May 15, 1961, to furnish the City of San Antonio, Police Department with certain two-radios (Motorola U43GGT-1130C) for a total of \$12,569.46, net is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Police Department, Account No. 07-01-01, \$369.69; Account No. 07-02-01, \$2,957.52 and Account No. 07-04-01, \$9,242.25.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,479

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS SIGN SHOP FOR A TOTAL OF \$7,008.00.

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

- 1. That the Director of Finance be authorized to purchase certain items of Scotchlite from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio, Department of Public Works, Building Maintenance Sign and Paint Shop for a total of \$7,008.00.
- 2. This is the sole source of supply for this particular items.
- 3. Payment to be made from Fund 6-01, Working Capital, Code 6-22.
- 4. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,480

ACCEPTING THE LOW BID OF KILLIAN HOUSE COMPANY ON THE BROADWAY PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SAME; APPROPRIATING THE SUM OF \$124,718.52 OUT OF STREET IMPROVEMENT BOND FUND, 1957 SERIES, NO. 479-10, PAYABLE TO KILLIAN HOUSE COMPANY FOR SUCH CONSTRUCTION; APPROPRIATING \$6,000.00 FROM SUCH FUND AS A CONSTRUCTION CONTINGENCY ACCOUNT, AND, APPROPRIATING \$2,000.00 OUT OF SUCH FUND AS A MISCELLANEOUS EXPENSE CONTINGENCY ACCOUNT.

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

- 1. The low bid of Killian House Company, 4600 Broadway, San Antonio 5, Texas, for the construction of the Broadway Paving Project from East Pecan to 13th Street, is hereby accepted, and the City Manager is authorized to execute a contract for such work.
- 2. The following sums are appropriated out of Street Improvement Bond Fund, 1957 Series, No. 479-10, in connection with the aforementioned construction project:

- a. \$124,718.52, payable to Killian House Company for said work.
 - b. \$6,000.00, to be used as a Construction Contingency Account.
 - c. \$2,000.00, to be used as a Miscellaneous Expense Contingency Account.
3. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 481

APPROPRIATING THE SUM OF \$357.50 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES) FOR MISCELLANEOUS CONTINGENCIES ON SANITARY SEWER PROJECT S-19, S-20.

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

- 1. The additional sum of \$357.50 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) for Miscellaneous Contingencies on Sanitary Sewer Project S-19, S-20.

- 2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,482

AUTHORIZING PAYMENT OF THE SUM OF \$7,500.00 OUT OF GENERAL FUND ACCOUNT NO. 09-04-15, TO GULLATT, LODAL & SUELTFENFUSS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE NEBRASKA STREET UNDERPASS AT THE M.K.T. RAILROAD.

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

- 1. Payment in the sum of \$7,500.00 to Gullatt, Lodal & Sueltenfuss, out of General Fund Account No. 09-04-15, Object Code 5-12, is hereby authorized, for engineering services in connection with the vehicle underpass at the M.K.T. Railroad on Nebraska Street.

- 2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 483

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF MR. & MRS. TOM MCGOVERN.

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

- 1. That the petition of Mr. & Mrs. Tom McGovern, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions:

- 2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.

- 3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 101 Newbury Terrace STREET, LOT 1
BLOCK 5887, Suffolk Estates, Terrill Hills, Texas

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City Sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. THE CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for the failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 24th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,484

*Extended
Ord 30316
May 9, 1962*

APPROVING THE LOCATION OF THE ROUTE OF INTERSTATE HIGHWAY 10 (U.S. HIGHWAY 90 EAST) IN THE CITY OF SAN ANTONIO FROM NOGALITOS STREET (INTERSTATE HIGHWAY 35) TO INTERSTATE LOOP 410, WITH REVISED RIGHT -OF-WAY LIMITS; 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 REPEALING ORDINANCE NO.28014.

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

1. The route of Interstate Highway 10 Expressway (U.S. Highway 90 East) from Nogalitos Street (Interstate Highway 35) East to Interstate Loop 410, as shown by revised maps prepared by the Texas Highway Department as follows:

- | | |
|--|---------------------------------------|
| Nogalitos Street (I.H. 35)
to St. Hedwig Road | Exhibit "A"
dated March 30, 1961 |
| St. Hedwig Road to
T. & N. O. Railroad | Exhibit "B"
dated July 20, 1960 |
| T. & N. O. Railroad
Interstate Loop 410 | Exhibit "C"
dated January 29, 1960 |

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

2. The outer boundaries of the approved Interstate Highway 10 (U. S. Highway 90 East Expressway) 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 repairs are made.

4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 24th day of May, 1962, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

5. Ordinance No. 28104, passed and approved October 15, 1959, is hereby repealed.

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

7. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 485

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 DELAWARE AVENUE AND SOUTH HACKBERRY STREET; 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 REPEALING ORDINANCE #28015.

* * * * *

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 Delaware Avenue and South Hackberry Street) as shown by the protection maps prepared by the Texas Highway Department as follows:

Delaware Avenue North
to Interstate Highway 35

Exhibit "B" dated
October, 1959

South Hackberry Street
North to Delaware Avenue

Exhibit "C" dated
March 30, 1961

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 be 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 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 repair 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 24th day of May, 1962, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

5. Ordinance #28015, passed and approved October 15, 1959, is hereby repealed.

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

7. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 486

*amended
ord 33268 + ord 33269
5/13/65*

APPROVING THE LOCATION OF THE ROUTE OF U. S. HIGHWAY 90 WEST EXPRESSWAY FROM NOGALITOS STREET WEST TO THE WEST CITY LIMITS, WITH REVISED RIGHT-OF-WAY LIMITS FOR SUCH PROJECT; 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 REPEALING ORDINANCE NO. 27076.

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

1. The route of U. S. Highway 90 West Expressway from Nogalitos Street (Interstate Highway 35) West to the West City limits as shown by a revised protection map prepared by the Texas Highway Department and dated March, 1961, is hereby approved. The said map filed in the office of the City Clerk is incorporated herein by reference for all purposes.

2. The outer boundaries of the approved U. S. Highway 90 Expressway route as shown by said map are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 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 24th day of May, 1962, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

5. Ordinance No. 27076, passed and approved November 6, 1958, is hereby repealed.

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

7. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 487

APPROPRIATING \$1,100.00 OUT OF STREET IMPROVEMENT BONDS 1957 ACCOUNT #479-10 FOR THE ACQUISITION OF A PARCEL OF RIGHT-OF-WAY IN CONNECTION WITH THE COMMERCIAL AVENUE IMPROVEMENT PROJECT.

1. \$1,100.00 is hereby appropriated out of Street Improvement Bonds, 1957, Account #479-10, payable to Texas Title Guaranty Co., Inc. as escrow agent for George A. Scrimsher and wife, Marie Scrimsher for a parcel of land out of Lot 13, NCB 7883, San Antonio, Bexar County, Texas, for the Commercial Avenue Widening Project. Parcel 4187.

2. PASSED AND APPROVED this 24th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 488

GIVING THE PROSPECT HILL YELLOW JACKETS PERMISSION TO USE ROSEDALE PARK FOR LITTLE LEAGUE BASEBALL PURPOSES FOR ONE YEAR, UNLESS SOONER TERMINATED BY THE CITY OF SAN ANTONIO, AND PROVIDING FOR THE USER TO INDEMNIFY THE CITY FROM ALL CLAIMS ARISING FROM SAID USE THROUGH INSURANCE AND PAYMENT OF COSTS OF ANY LITIGATION INCURRED FROM SAID USE.

* * * * *

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

1. This ordinance grants permission to the Prospect Hill Yellow Jackets to use the following described property, to-wit:

A tract of land known as Rosedale Park, which is located in the Rosedale Park Subdivision, an addition within the corporate limits of the City of San Antonio, Bexar County, Texas, according to the map or plat recorded in Volume 105, Page 12, and recorded in the Deed and Plat Records of Bexar County, Texas, on February 18, 1892.

2. It is agreed that permission to use the premises herein granted to the Prospect Hill Yellow Jackets is for the purpose of conducting Little League baseball as that term is recognized by State and National Little League organizations. At any time the premises cease to be used for Little League baseball purposes, the permission to use said premises granted herein will automatically terminate.

3. Permission to use the premises granted herein shall extend for one year from the date of this instrument, providing that City of San Antonio may at any time, with or without cause revoke permission to use the property herein granted and may take possession of the property without being guilty in any manner of trespass, all and every claim for damages for and by reason of such re-entry being expressly waived by the the Prospect Hill Yellow Jackets.

4. Upon termination of permission to use the said property, the Prospect Hill Yellow Jackets agree to peacefully give up use of said property to the City. And upon termination or expiration, all improvements placed upon the property during the existence of same shall become the property of the City.

5. As a condition precedent to the use of the permission granted, the Prospect Hill Yellow Jackets agree to indemnify and hold harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, the Prospect Hill Yellow Jackets agree to obtain an insurance policy protecting the City from any liability to persons or property damaged or injured on such premises and will have the City named as co-insured in the said policy. Such policy shall be for not less than \$100,000 for personal and bodily injuries per person and and \$200,000 per accident and \$5,000 for property damages, shall be delivered to and kept by the City Clerk of the City, and shall be maintained so long as this ordinance is in effect.

6. PASSED AND APPROVED this 24th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

7. The foregoing instrument constitutes a contract between the City and the Prospect Hill Yellow Jackets and is accepted in all things by the undersigned.

PROSPECT HILL YELLOW JACKETS

AN ORDINANCE 29, 489

AMENDING ORDINANCES 29222 AND 29317 AUTHORIZING CERTAIN GOLF CONSTRUCTION WORK; AND AUTHORIZING PAYMENT OUT OF GENERAL FUND 1-01 ACCOUNT NO. 11-02-01 TO ALVIN SAUR AND WILLIAM A. PREUFFER IN AN ADDITIONAL SUM NOT TO EXCEED \$8,065.00 FOR THE CONSTRUCTION WORK AND TO GEORGE A. HOFFMAN THE ADDITIONAL SUM OF \$750.00 FOR ARCHITECTURAL SERVICES.

* * * * *

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

- 1. Additional construction work on certain golf courses by Alvin Saur and William A. Pfeuffer in addition to that authorized by Ordinance No. 29222, passed and approved January 26, 1961, is hereby authorized.
2. Payments out of General Fund 1-01 Account No. 11-02-01 are hereby authorized as follows:
A. A sum not to exceed \$8,065.00 to Alvin Saur and William A. Pfeuffer for the aforementioned construction work;
b. the sum of \$750.00 to George A. Hoffman for architectural services during such additional construction.
3. Ordinance No. 29222 and Ordinance No. 28823, as amended by Ordinance No. 29317, are hereby amended in accordance herewith.
4. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 490

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 81 BICYCLES, 42 FRAMES, AND 61 ASSORTED BICYCLE 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 81 bicycles, 42 frames, and 61 assorted bicycle parts not owned or claimed by the City; 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 possession of the Police Department in excess of 60 days and is unclaimed; NOW, THEREFORE:

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

- 1. Said property consisting of 81 bicycles, 42 frames, and 61 assorted bicycle parts described in the aforesaid 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" in which the day, hour and place of the sale shall be given.
2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.
3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interests of the City; said sale of these items is to be held at the Police Storage Lot at 406 South Laredo beginning June 10, 1961, 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.
4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.
5. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.

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

7. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,491

CHANGING THE NAME OF "CALLE MARGURITE" TO BARNEY AVENUE.

* * * * *

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

- 1. The name of "Calle Marguerite" is hereby changed to Barney Avenue.
- 2. PASSED AND APPROVED this 25th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,492

AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENTS WITH BRANIFF AIRWAYS, INC., AND W. B. OSBORN, JR., FOR THE USE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT; AND A LEASE AGREEMENT WITH ALAMO SPORTS CARS, INC., FOR THE USE OF CERTAIN PREMISES AT STINSON MUNICIPAL AIRPORT.

* * * * *

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

- 1. The City Manager is hereby authorized to execute the following three lease agreements with the named parties:
 - A. A one-year lease with W. B. Osborn, Jr. for the use of 1165 square feet of floor space in the Southwest corner of Hangar #3 at International Airport;
 - B. A five-year lease with Braniff Airways, Inc., for the use of 24,651 square feet of floor space in Hangar #1 and 400 square feet of ground area underlying Building 53 at International Airport;
 - C. A five-year lease with Alamo Sports Cars, Inc., for the use of 13,236 square feet of land and Hangars #3 and #8 at Stinson Municipal Airport.

2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, hereinafter called "Lessor", and W. B. OSBORN, JR., an individual and a resident of Starr County, Texas, hereinafter called "Lessee", with an office and place of business in the City of Alamo Heights, Bexar County, Texas,

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport (hereinafter called Airport), San Antonio, Bexar County, Texas.

A total of 1,165 square feet of floor space in the Southwest corner of Hangar 3.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for a term of One (1) year commencing the 1st day of May, 1961.
3. For the facilities, improvements, and building floor space other than land as shown on Exhibit 1 and containing a total of 1,165 square feet, a rental of \$0.40 per square foot per year shall be paid by the Lessee to the Lessor.
4. For the land area underlying said floor space as shown on Exhibit 1 and likewise containing a total of 1,165 square feet, a rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.
5. As a pro-rated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangar 3, Lessee agrees to pay to Lessor \$.04 per square foot per year for the total of 1,165 square feet of floor space leased in Hangar 3.
6. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month, beginning with the first day of May, 1961.
7. Lessee agrees that the premises leased herein will be used solely for the storage, servicing and repair of Lessee's aircraft. All commercial aviation operations are specifically prohibited.
8. As a part of the pecuniary consideration herefor and in lieu of any direct assessment of landing fees for common use of public Airport facilities, Lessee agrees to pay a fuel flowage fee for each gallon of aviation fuel delivered into or purchased for delivery into Lessee's aircraft on said Airport in an amount equal to that levied on all other similar public Airport facility users from time to time by Lessor.

This Lessee agrees to purchase on said Airport all his requirements of aviation fuels as are reasonably convenient. In the event this Lessee acquires aviation fuel for the servicing of his aircraft on the Airport from a supplier not located on said Airport, the Lessee agrees to pay directly to the Lessor the flowage fee therefor and further agrees to pay directly to the Lessor the flowage fee therefor and further agrees to furnish such fuel purchase reports as may be required by the Lessor from time to time. All fuel vendors or Lessee purchasing fuel for their own use on said Airport will be required to pay the established flowage fee on each gallon of aviation fuel purchased.

9. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor, except for roof and structural maintenance. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time lease is in effect, except as required for said roof and structural maintenance.

B. No new building shall be constructed and no existing building shall be extended on, or adjacent to, the leased premises, and all inside improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such improvements shall have the prior written approval of Lessor.

C. Lessee will maintain the leased premises, including all improvements and appurtenance 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 all structures and pavement on the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

D. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided, however, that in the event that Normal Municipal Services undertake the collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable thereto.

E. Lessee will erect no signs or advertising matter without the consent of Lessor.

F. 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.

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

H. Lessee will pay all taxes and assessments levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to make diligent effort to pay all such assessments and taxes before they become delinquent.

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every lawful claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000.00 for one person and \$250,000.00 for two or more persons and in addition thereto to carry a minimum of \$50,000.00 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

J. In any action brought by Lessor to enforce any provision of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

K. Lessee will conduct its business in a proper and first class manner at all times, and covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

L. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire.
- (2) Western Union
- (3) Auto Rental Service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.
- (9) Commercial Aviation Activities

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

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a Surety Bond in the sum of One Thousand Dollars (\$1,000) conditioned on the faithful performance of all conditions and covenants of this lease.

O. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other termination of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession, nor shall it constitute a waiver by Lessor of its right to immediate possession.

Lessee will not engage in the sale of aircraft fuels and lubricants until he has under lease a minimum of 40,000 square feet of gross site area upon which he has erected commercial shop or storage hangar area totaling a minimum of 12,000 square feet.

P. Lessee agrees to pay any and all costs arising in connection with utilities for the leased premises.

Q. Nothing herein shall be deemed to relieve the Lessee and its tenants, sub-lessees, patrons, invitees, and others from field use charges as are levied generally by the Lessor directly upon the operation of aircraft including fuel flowage fees.

10. 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 and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any re-organization 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 thirty (30) days after receipt from Lessor of written notice to remedy same.

No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

11. 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.

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

13. Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may be designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at International Airport, San Antonio, Texas.

EXECUTED THIS 6th day of April, 1961.

CITY OF SAN ANTONIO
Lessor

BY City Manager

ATTEST: J. Frank Gallagher
City Clerk

W. B. OSBORN, Jr.
Lessee

BY /s/ W. B. Osborn, Jr.

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter called "Lessor"), and BRANIFF AIRWAYS, INCORPORATED, a Corporation incorporated under the laws of the State of Oklahoma (hereinafter called "Lessee"),

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the lessee the following premises located at San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas:

- A. A total of 24,651 square feet of floor space in Hangar 1;
- B. A total of 400 square feet of ground area underlying building 53, said building owned by Lessee and located near the southwest corner of Hangar 1.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for a term of five (5) years commencing the 1st day of April, 1961 and ending the 31st day of March, 1966.

3. The following rentals shall be paid by Lessee to Lessor:

- A. For the 24,651 square feet of floor space in Hangar 1, a rental of \$0.40 per square foot per year;
- B. For the total of 24,651 square feet of ground area underlying said floor space in Hangar 1, a rental of \$0.04 per square foot per year;

C. For the 400 square feet of ground area underlying building 53 located near the southwest corner of Hangar 1, a rental of \$0.04 per square foot per year.

4. As a prorated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangar 1, Lessee agrees to pay to Lessor \$0.04 per square foot per year for the total of 24,651 square feet of floor space leased in Hangar 1.

5. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the yearly rent due hereunder on the first day of each and every month for the preceding month, and beginning with the first day of April, 1961.

6. Should any provision of this lease agreement be in conflict with a provision of the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor, the provisions of said Certificated Passenger Airlines Lease shall prevail, so long as said Lease is valid.

7. Pursuant to this lease, Lessee shall have the following rights:

A. To engage in the business of a Certificated Passenger Airline, including related activities and rights as set forth in the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor, so long as said lease is valid.

B. To construct, and maintain improvements in the leased premises for the purpose of conducting Lessee's business, subject to the limitations hereinafter imposed.

8. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor; except for the cost of roof and structural maintenance, and fire and extended coverage insurance, which shall be furnished and provided by Lessor. Such insurance shall be properly endorsed to waive all rights of subrogation by Lessor and/or its insurers against Lessee. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time lease is in effect, except as required for said roof and structural maintenance and insurance.

B. No new building shall be constructed and no existing building shall be extended on, or adjacent to, the leased premises, and all inside improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such improvements in City-owned premises shall require the prior written approval of Lessor.

C. Lessee shall maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practices and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will (Subject to Lessor's obligations under paragraph A of this Section 8) keep all structures on the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

D. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided, however, that in the event that normal Municipal Services undertake the collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable thereto.

E. Lessee will erect no signs or advertising matter without the written consent of Lessor.

F. Lessee's officers, agents, employees and servants will obey all rules and regulations (not inconsistent with the provisions hereof) 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.

G. Lessee will not, directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written consent of Lessor, except that without such consent Lessee may assign or transfer this lease to any corporation with which it may merge or consolidate.

H. Lessee will pay all taxes and assessments lawfully levied against the improvements placed on the premises by Lessee and all taxes lawfully levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent; provided however that this shall not be construed to prevent Lessee from contesting in good faith any such assessments and taxes.

I. Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property resulting from the use or occupancy of the said leased premises by Lessee; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of Lessor, its agents, or employees; and provided further that Lessor shall give the Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of its own interest. Lessee agrees to carry, and keep in force, public liability insurance covering personal

injury and property damage. This provision is not intended to create any cause of action in favor of any third party against Lessee or to enlarge in any way Lessee's liability but is intended solely to provide for indemnification of Lessor from liability for damage to third persons or property arising from Lessee's occupancy or use of the leased premises. Without limiting its liability as aforesaid, Lessee agrees to carry and keep in force such insurance with limits of liability for personal injury in a sum not less than \$50,000 for any one person, and \$1,000,000 for any one accident, and for property damage in a sum not less than \$200,000.

J. In the event Lessee fails to pay any rentals payable to Lessor hereunder within fifteen (15) days after Lessor transmits a statement therefore to Lessee, time of such payment being expressly agreed to be of the essence of this entire agreement, Lessor may at its option, upon fifteen days written notice to Lessee (unless in such fifteen (15) day period Lessee shall have corrected such failure to pay), immediately or at any time thereafter, terminate this lease. In the event Lessor is obligated to participate in any court proceedings in order to enforce any of its rights under this paragraph or to collect its rentals, Lessor, if successful in pursuing such litigation, shall be entitled to an additional amount in such sum as any Court having competent jurisdiction shall determine as a reasonable attorney's fee.

K. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building
- (9) Commercial aviation sales, services and other activities except as permitted by the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor.

L. Lessee acknowledges that it has examined the premises and knows the condition thereof, and that Lessee accepts the premises in their present condition.

M. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such holding-over shall comply with and perform all obligations imposed on Lessee by this lease.

N. Lessee agrees to pay any and all costs arising in connection with utilities used by it on the leased premises.

9. If the hangar building of Lessor in which Lessee occupies exclusive space hereunder shall be partially damaged by fire, explosion, the elements, the public enemy or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Lessor at its own cost and expense. If the damage shall be so extensive as to render such building untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by Lessor at its own expense, and the rent payable hereunder with respect to Lessee's exclusive space shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as such building shall be fully restored. In case the hangar building is completely destroyed by fire, explosion, the elements, the public enemy or other casualty or so damaged that it is untenable for more than ninety (90) days, the Lessor shall be under no obligation to repair and reconstruct such building, and rent payable hereunder with respect to Lessee's exclusive space in said building shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises may be fully restored. If within twelve (12) months after the time of such damage or destruction said building shall not have been repaired or reconstructed for Lessee's use, the Lessee may give Lessor written notice of its intention to then cancel this agreement in its entirety. Nothing in this agreement shall be construed as a waiver of the right of either the Lessor or the Lessee to recover damages from the other arising out of the fault or negligency of the other.

10. The Lessor may cancel this Agreement by giving Lessee sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act; provided that such jurisdiction is not vacated or the proceedings stayed within thirty (30) days.
- D. The appointment of a receiver of Lessee's assets; provided that such appointment shall not be stayed or vacated within thirty (30) days.
- E. The divestiture of Lessee's estate herein by other operation of law.
- F. The abandonment by Lessee of its conduct of air transportation at the Airport for a period of ninety (90) days.

G. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee other than failure to pay rentals, fees and charges when due, and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from the Lessor of written notice to remedy the same; provided, however, that no notice of cancellation as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.

H. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the carrying of passengers, cargo, property and United States Air Mail.

I. In the event it becomes necessary for Lessor to perform structural maintenance on the premises, the cost of which would exceed \$30,000., and Lessee concurs in writing that such structural maintenance is required, by Lessor determines to cancel this Agreement rather than to perform such maintenance at such cost.

No waiver of default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this lease.

11. Lessee may cancel this Agreement any time Lessee is not in default in its payments to Lessor hereunder, by giving Lessor sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days;

B. The inability of Lessee to use for a period in excess of ninety (90) days, the Airport or any of the premises, facilities, rights, licenses, services or privileges leased to Lessee hereunder, because of fire, explosion, earthquake, other casualty, or acts of God or the public enemy, provided that same is not caused by negligence or willful acts or failure to act on part of Lessee;

C. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessor shall have remedied the default prior to receipt of Lessee's notice of cancellation.

D. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the carrying of passengers, cargo, express, property and United States mail.

E. The termination, suspension, or substantial modification, for a period in excess of ninety (90) days or the revocation of the operating authority of the Lessee to serve San Antonio through the Airport by final order of the Civil Aeronautics Board or other governmental agency, federal or state having jurisdiction over Lessee.

F. The construction of another maintenance facility on the Airport by Lessee.

Lessee's performance of all or any part of this agreement for or during any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor, shall not be deemed a waiver of any right on the part of Lessee to cancel this agreement for failure by Lessor so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions.

12. 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.

13. This lease shall be subordinate to the provisions of any existing agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor, but this shall not preclude or prejudice any rights of Lessee to recover from the United States on account of any damage suffered by Lessee as a result thereof.

B. The City-owned buildings located on the following plots:

Plot C	Hgr. #3	Bldg. 604	6774 sq. ft.
Plot G	Hgr. #8	Bldg. 612	2604 sq. ft.

The above described premises are designated on the following exhibits:

Plot C	Hgr. #3	Exhibit # 2
Plot G	Hgr. #8	Exhibit # 1

A list of installed property owned by Lessor is shown on exhibit 4. Condition Report is shown on exhibit 5. All of which are attached hereto and made a part hereof.

2. Lessee, subject to the faithful performance by Lessor of the covenants and conditions herein, is hereby granted the option of renewal of this lease on like terms and conditions for one renewal period of two years, commencing with the expiration of the base term of this agreement. In the event Lessee shall elect to exercise such renewal option, he shall give written notice of such election to Lessor by registered mail, not less than thirty (30) days prior to the expiration of the base term of this agreement. Such letter shall be addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time.

It is understood and agreed that any language to the contrary notwithstanding, this Renewal Option is contingent, however, as follows: If Lessee elects to renew this lease agreement following the expiration of the base term of five (5) years, said lease during such renewal period may be and is subject to re-negotiation of terms in the event and only in the event during such renewal period, the City of San Antonio should institute a Bond Improvement Program for financing or enlarging of any or all of the aviation facilities at Stinson Municipal Airport.

3. Lessee agrees to pay a monthly rental on the following:

Bldg. # 604	Hgr. #3	\$125.00 per month
Bldg. # 612	Hgr. #8	\$ 52.00 per month

Payable in advance on the first day of each month, beginning with the first day of February 1961. Provided, however, that for the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly Indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth above shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then existing annual rental payment. All index figures used must be final preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by 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 of form and/or basis of indices. As of the date of this Agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 170.8, being for figures prior to and including August 1960; the similar average for indices for Wholesale Prices - All commodities is 119.4 being for figures prior to and including September 1960; the common average for the two averages above is 145.1. All calculations to determine increases or decreases shall use this common average as their base.

4. Pursuant to this lease, Lessee shall have the following rights;

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies, and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research. It is expressly understood that Lessee may not engage in the sale of gasoline or other fuels other than engine oil from Lessor.

B. To use, in common with others, all public Airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. The term "public Airport facilities", as used herein, shall mean all necessary landing area appurtenances, including runways, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids,

and other appurtenances for the take-off, flying and landing of aircraft. Lessee's rights to the non-exclusive use of such facilities shall, at all time, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

C. To construct, erect and maintain improvements on the leased premises for the purpose of conducting Lessee's business, subject to the limitations hereinafter imposed.

5. Lessee expressly covenants and agrees as follows:

A. No building shall be constructed within fifty (50) feet of the boundary lines of the leased premises, and all improvements constructed by Lessee will comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor,

B. Lessor will at its expense place and maintain the foundation, outer walls, and roof of all improvements in a good state of repair, and will make at its expense all necessary major structural repairs not caused by the willful or wrongful acts of Lessee. A condition status report is attached to this lease as Exhibit 5, and made a part hereof and Lessee shall maintain said premises and at the end of this lease or any renewal thereof, return said premises to Lessor in a comparable or better condition, subject only to depreciation from normal wear and tear and loss due to fire, the elements and acts of war,

C. Lessee will remove all waste and garbage from the leased premises and agrees not to deposit waste or garbage on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with the collection and removal thereof.

D. Lessee will erect no additional signs or advertising matter without the consent of Lessor.

E. 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 any other lawful authority to insure the safe and orderly conduct of operations and traffic to, from or upon the leased premises.

F. Lessee will not directly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without written consent of Lessor; SAVE AND EXCEPT, Lessee may and is hereby authorized to rent hangar space to individuals, groups, firms or corporations on a day to day, week to week, month to month, or annual basis, subject to the superior right of the City to oust any such subtenant in the event that the City should terminate this lease under any provision here made, or without cause, upon thirty days notice to Lessee.

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

H. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand, of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000. for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "IT is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

I. In any action brought by Lessor to enforce any provision of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

J. Lessor will conduct its business in a proper and first-class manner. Lessee covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

K. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services

(8) Retail sale of non-aviation products offered for sale in the Terminal Building.

L. Lessee shall cause all improvements owned by Lessor on the leased premises to be kept insured in an amount not less than \$6,000.00 on Hangar #3 Building 604, \$5,000.00 on Hangar #8 Building 612. To be insured against the perils of fire, extended coverage, and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing the damage done to said improvements, or in the case of their destruction or the destruction of any part thereof at the option of Lessor to provide other facilities mutually satisfactory to Lessee and Lessor. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall name Lessor as co-insured, shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance if during said term any one of the leased buildings, which constitutes a portion of the leased premises, be totally destroyed by any means whatsoever, then this portion of the lease shall terminate. Should, however, said building or leased premises be only partially damaged from any cause, so as to become untenable, then it shall be optional with Lessor to restore said premises to its former condition, provided Lessor gives to Lessee written notice of the exercise of such option within thirty (30) days after the occurrence of such damage, in which case Lessor shall proceed with due diligence with such repair, and until the premises are thus repaired, there shall be an abatement of said rent to the extent to which the leased premises, or part thereof, are rendered untenable. Should Lessor not exercise the option to repair, then this portion of this lease and the terms created hereby shall immediately cease and terminate.

M. Lessee acknowledges that he has examined the buildings and knows the condition thereof and that their condition is reflected in the status report attached to this agreement.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of two-thousand-two-hundred and fifty dollars (\$2,250.00) conditioned on the faithful performance of all conditions and covenants of this lease.

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

P. Upon the expiration of or termination of this lease, all buildings, structures, permanent fixtures and building improvements installed, erected, or placed by Lessee in, on, or about the leased premises, shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to affect such removal; provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

Q. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other termination of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession, nor shall it constitute a waiver by Lessor of its right to immediate possession.

6. 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 and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

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 thirty (30) days after receipt from Lessor of written notice to remedy same. No waiver or 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.

7. 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 this lease to the Government, shall be suspended.

8. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall relocate the improvements or terminate this lease.

9. Notices to Lessor shall be deemed sufficient if in writing and mailed 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 Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at Stinson Municipal Airport, San Antonio, Texas.

EXECUTED this 24th day of May, 1961.

CITY OF SAN ANTONIO LESSOR
by /s/ B. J. Shelly
Asst. City Manager

ALAMO SPORTS CARS INC. LESSEE
by /s/ Robin E. Eschauzier

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 493

AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT COVERING STATE HIGHWAY 16 BETWEEN THE CITY AND THE STATE OF TEXAS.

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

1. The City Manager is authorized to execute a Municipal Construction and Maintenance Agreement on State Highway 16 between Sabinas Street and Cincinnati Avenue between the City of San Antonio and the State of Texas. A copy of said agreement is filed herewith and incorporated by reference for all purposes.

2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 494

AUTHORIZING EXECUTION OF CONTRACTS FOR RIGHT-OF-WAY ACQUISITION BY THE CITY MANAGER OR CERTAIN OTHER PERSONNEL, AND REPEALING ORDINANCE #24440.

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

1. The contracts for the acquisition of right-of-way or land for the City of San Antonio may be executed by the City Manager, Assistant City Manager, Chief Administrative Assistant to the City Manager or a person in charge of the Land Division or Legal Department after any necessary appropriation or authorization of payment therefor has been approved by the City Council.

2. Ordinance #24440, adopted February 14, 1957, is hereby repealed.

3. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM
City Clerk

ATTEST: J. Frank Gallagher
City Clerk

JFG:nrr

AN ORDINANCE 29, 495

AUTHORIZING FIREWORKS DISPLAYS BY JAMES E. JOHNSON ON JULY 4, 1961.

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

1. James E. Johnson is hereby authorized to conduct a fireworks display at Playland Park on July 4, 1961.

2. The above permit is authorized contingent upon the permittee complying with the following:

a. No fireworks shall be set off after 11:00 P.M.

b. Section 26-51 of the San Antonio City Code.

c. Vernon's Annotated Penal Code 1725.

d. The attached requirements of the San Antonio Fire Department as they apply to permittee, which requirements are included herein for all things.

3. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 496

AMENDING SECTION 38-9(f) OF THE CITY CODE TO DESIGNATE THE DIRECTOR OF TRAFFIC AND TRANSPORTATION AS THE TRAFFIC ENGINEER FOR THE CITY OF SAN ANTONIO.

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

1. Section 38-9(f) of the City Code being one of a series of "Definitions" in the Traffic Code is hereby amended to read as follows:

"Section 38-9 Persons, etc. ...

"(f) Traffic Engineer. Whenever the term 'Traffic Engineer' is used in this chapter it shall mean the Director of Traffic and Transportation for the City of San Antonio."

2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher, City Clerk

AN ORDINANCE 29, 497 ✓

TRANSFERRING \$35,000.00 FROM THE CONTINGENCY ACCOUNT OF THE GENERAL FUND TO THE WESTFALL FUND.

* * * * *

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

- 1. The sum of \$35,000.00 is hereby transferred from the Contingency Account of the General Fund (Account #70-01-01) to the Westfall Fund (Fund #750-03).
- 2. PASSED AND APPROVED this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 498

AUTHORIZING THE PAYMENT OF THE SUM OF \$1900.00 OUT OF SEWER RENTAL PLEDGED FUND NO. 204, TO REIMBURSE CERTAIN INDIVIDUALS FOR THE SEWER CONNECTION FEE THEY PAID TO SAN ANTONIO WATER SUPPLY CORPORATION.

* * * * *

WHEREAS, San Antonio Water Supply Corporation is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by San Antonio Water Supply Corporation; and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid San Antonio Water Supply Corporation, for said connection, NOW, THEREFORE:

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

- 1. The sum of \$1,900.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund No. 204, to reimburse the following named parties for the fee they paid San Antonio Water Supply Corporation, for a sanitary sewer connection:
 - a. \$500.00 payable to East Terrell Hills, Inc., San Antonio, Texas.
 - b. \$700.00 payable to Lone Star Homes, Inc., 1523 Sherri Ann, San Antonio, Texas.
 - c. \$100.00 payable to Covina Homes, Inc., 150 Lanark, San Antonio, Texas.
 - d. \$600.00 payable to Covina Homes, Inc., 150 Lanark, San Antonio, Texas.
- 2. Passed and approved this 24th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 499

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

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1302) The rezoning and reclassification of property from "B" Residence District to "D" Apartment District as follows: Lots 8 and 9, Block 13, NCB 10060.

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. 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 31st day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 500

CONSENTING TO THE ASSIGNMENT TO ROLAND SCHMIDT, CONTRACTOR, OF THE CONTRACT BETWEEN THE CITY AND QUALITY PAVING COMPANY FOR FURNISHING ALL REQUIREMENTS OF PIT RUN GRAVEL AND CALICHE BASE MATERIALS THROUGH JULY 31, 1961.

WHEREAS, the City entered into a contract with Quality Paving Company for the furnishing of all City requirements of Pit Run Gravel and Caliche Base Materials for a one-year period commencing August 1, 1960, through July 31, 1961 in Ordinance No. 28686, passed and approved July 14, 1960; and,

WHEREAS, Quality Paving Company has sold all its equipment, leases and contracts with the City to Roland Schmidt, Contractor; and,

WHEREAS, it is the recommendation of the Purchasing Agent that said contract be continued; NOW, THEREFORE:

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

1. Consent is hereby given to the assignment of the contract for the furnishing of the City's requirements for Pit Run Gravel and Caliche Base Materials through July 31, 1961, from Quality Paving Company to Roland Schmidt.

2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 501

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MARTIN E. STALEY, CONSULTING MECHANICAL ENGINEER, FOR ENGINEERING SERVICES ON CERTAIN AIR CONDITIONING AND HEATING 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 Martin E. Staley, Consulting Mechanical 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 Air Conditioning and Heating Projects; including necessary architectural services:

AIR CONDITIONING OF THE REMAINING PORTION OF WITTE MUSEUM WHICH CONSISTS OF THE FIRST AND SECOND FLOOR OF THE MAIN BUILDING, EXCEPTING THE FRIEDRICH ADDITION, AND THE PIPER ADDITION.

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. Deleted.

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

- (2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be base, insofar as practicable, on the unit price system of bidding.
- (3) Furnish 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. Deleted

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 inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the services 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.

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

In the event that proposals for construction of any of the work authorized in the Plans and Specifications Phase are received within 90 days after submission of completed contract drawings and specifications, the fee for the corresponding services in the Plans and Specifications Phase, and the fee for the corresponding services in the 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

The fee proposed by Martin E. Staley of six percent (6%) of the total construction cost as outlined in his letter of May 25, 1961, is accepted by the City.

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

PHASE	PERCENTAGE OF TOTAL FEE
	D
Preliminary	10
Plans and Specifications	65

Construction Supervision

25

Use Column D for this project.

B. Method of Payment

Payment shall be made as follows:

- Preliminary Phase-----total amount based on Engineer's cost estimate payable after approval of phase by the City.
- Plans & Specifications 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 VI
OWNERSHIP OF DOCUMENTS

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

SECTION VII
ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII
TERMINATION

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

SECTION IX
ASSIGNMENT OF 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 31st day of May, 1961, A.D.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

3. Signed and accepted this _____ day of May, 1961, A.D.

/s/ Martin E. Staley

AN ORDINANCE 29, 502

AUTHORIZING EXECUTION OF A RELEASE OF A PERMIT
GRANTED THE UNITED STATES GOVERNMENT FOR A
TELEPHONE CABLE INSTALLED IN STREET RIGHT-OF-WAY.

* * * * *

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

1. The City Manager is authorized to execute a Release to the United States Government of a permit executed May 26, 1949, for the installation of a telephone cable in certain street right-of-way in the City of San Antonio. A copy of the Release instrument and plat showing the location of the installation are attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,503

AUTHORIZING EXECUTION OF A QUITCLAIM TO VIRGINIA WEBB
MACKEY OF A PORTION OF NCB 7770, SUBJECT TO CERTAIN
EASEMENTS.

* * * * *

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

1. The City Manager is authorized to execute a Quitclaim of a portion of NCB 7770 to Virginia Webb Mackey, wife of D. W. Mackey, for the sum of ONE (\$1.00) DOLLAR, said instrument reserving to the City all existing easements across portions of said property. Reference is made to a copy of said Quitclaim attached hereto and incorporated herein for a more particular description of the area being quitclaimed.

2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,504

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES
INCURRED IN CONNECTION WITH THE ACQUISITION OF
PROPERTIES FOR AIRPORT EXPANSION PROJECT, LOOP 410
(LOOP 13) PROJECT, FUTURE PROJECT 83, COMMERCE
STREET OVERPASS PROJECT, DWIGHT AVENUE PAVING PROJECT
COMMERCIAL AVENUE STREET WIDENING PROJECT, AND 87
NORTHWEST EXPRESSWAY PROJECT.

* * * * *

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

1. The following sums are hereby appropriated out of International Airport Construction Fund #803-02, Federal Airport Aid Project 9-41-080-5709, in payment for statements attached hereto:

ROBERT L. COOK, Clerk, Court of Civil Appeals
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 25.00

for court costs on Cause #13723, Parcel 2546.

HOMER SMITH, Clerk, Court of Civil Appeals
11th Supreme Judicial District of Texas
Eastland, Texas.the sum of \$ 25.00

for costs of appeal in Civil Court of Appeals, Parcel 2543.

2. The following sum is hereby appropriated out of International Airport Construction Fund #803-05, Federal Airport Aid Project 9-41-080-6012, in payment for statement attached hereto:

INTERNATIONAL AERIAL MAPPING COMPANY
127 Airport Blvd.
San Antonio 12, Texas.the sum of \$ 70.00

for aerial photography and screened cronaflex, Parcel 2556.

3. The following sums are hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 (Loop 13) Project, in payment for statements attached hereto:

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 2.30

for recording fee only on Parcel 18-4137.

JIM LINE, Sheriff, Potter County
Potter County Court House
Amarillo, Texas.the sum of \$ 1.95

for serving notice of Hearing on Condemnation Case, Parcel 10-3737.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 2.20

for recording fee only, Parcel 34-4163.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 2.55

for recording fee only on Parcel 19-4138.

J. H. LAMM
Travis Building
San Antonio 5, Texas.the sum of \$100.00

for services as Special Commissioner on Condemnation case, Parcel 30-4157.

W. B. HART
106 Ackerman
San Antonio, Texas.the sum of \$100.00

for services as Special Commissioner on Condemnation case, Parcel 30-4157.

C. STANLEY BANKS, JR.
106 E. Crockett Street
San Antonio 5, Texas.the sum of \$100.00

for services as Special Commissioner on Condemnation case, Parcel 30-4157.

BLAKE W. STEVENS, JR., Court Reporter
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 37.50

for appearance fee on Condemnation Case, Parcel 30-4157.

4. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Fund No. 479-13, Future Project 83, in payment for statements attached hereto:

R. ROBERT LOZANO
1007 West Houston Street
San Antonio 7, Texas.the sum of \$ 25.00

for services as appraiser, Parcels not assigned (Lots 91, 92, 93 and 94, Block 58, NCB 1106).

5. The following sum is hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Fund #478-01, Commerce Street Overpass Project, in payment for statement attached hereto:

RICHARD C. BOOTON, M.A.I.
715 East Houston Street
San Antonio, Texas.the sum of \$350.00

for services as appraiser on Parcel 1509.

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

TEXAS TITLE GUARANTY COMPANY, INC.
610 Transit Tower
San Antonio, Texas.the sum of \$ 5.00

for preliminary title report only as parcel cancelled by change in right-of-way, Parcel 4117.

7. The following sums are hereby appropriated out of Street Improvement Bonds, Series 1957, Fund No. 479-10, Commercial Avenue Street Widening, in payment for statements attached hereto:

TEXAS TITLE GUARANTY COMPANY, INC.
610 Transit Tower
San Antonio 5, Texas.the sum of \$ 51.25

for title company charges on Parcels 4192 and 4193.

TEXAS TITLE GUARANTY COMPANY, INC.
610 Transit Tower
San Antonio 5, Texas.the sum of \$ 36.55

for title company charges, Parcel 4191.

TEXAS TITLE GUARANTY COMPANY, INC.
610 Transit Tower
San Antonio 5, Texas.the sum of \$ 37.10

for title company charges, Parcel 4190.

TEXAS TITLE GUARANTY COMPANY, INC.
610 Transit Tower
San Antonio, Texas.the sum of \$ 36.85

for title company charges, Parcel 4188.

8. The following sums are hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Fund #478-01, 87 Northwest Expressway Project, in payment for statements attached hereto:

FRED HUNTRESS, Clerk, County Court at Law #1
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 1.00

for certified copy of judgment, Parcel 2038.

FRED HUNTRESS, Clerk, County Court at Law #2
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 2.05

for court costs on condemnation case 48742, Parcel 1746.

FRED HUNTRESS, Clerk, County Court at Law #3
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 13.45

for court costs on condemnation case #50328, Parcels 1767 and 1770.

FRED HUNTRESS, Clerk, County Court at Law #1
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 12.30

for court costs on condemnation case 48865, Parcel 2038.

9. PASSED AND APPROVED this 31st day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 505 ✓

ESTABLISHING THE AUTHORIZED NUMBER OF POSITIONS OF "LIEUTENANT" AND "DETECTIVE-INVESTIGATOR" IN THE SAN ANTONIO POLICE DEPARTMENT AT 23 AND 121 RESPECTIVELY.

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

1. The authorized number of "Lieutenant" positions in the Classified Civil Service of the San Antonio Police Department is hereby established at 23.
2. The authorized number of "Detective-Investigator" positions in the Classified Civil Service of the San Antonio Police Department is hereby established at 121.
3. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,506

APPROPRIATING \$4,837.78 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUNDS (SERIES 1957) FOR RE-IMBURSEMENT TO THE GENERAL FUND AND WORKING CAPITAL FUND FOR EXPENSES INCURRED IN THE SALE OF \$3,500,000.00 GENERAL OBLIGATION BONDS OF MARCH 2, 1961.

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

1. The sum of \$4,837.78 is hereby appropriated out of Storm Drainage Improvement Bond Funds (Series 1957) for the purpose of reimbursing the General Fund and Working Capital Fund for expenditures incurred in the sale of \$3,500,000.00 General Obligation Bonds of March 2, 1961.

2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 507

REFUNDING THE SUM OF \$114.78, OUT OF GENERAL FUND 101, ACCOUNT NO. 67-044, TO JACK SELLERS BY REASON OF THE TERMINATION OF THE LEASE TO HIM OF TRACTS 1 AND 6 IN OLMOS BASIN FOR GRAZING PURPOSES.

WHEREAS, the Lease Agreement between the City of San Antonio and Jack Sellers, authorized by Ordinance No. 28,217, covered Tracts 1, 4, 6 and 7 at an annual rental of \$1.51 per acre per year for a two-year term ending December 31, 1961; and,

WHEREAS, said Lease contained a provision whereby it could be terminated by the City on 30 days' written notice to the Lessee when the property might be needed for a public or quasi-public purpose; and,

WHEREAS the Lessee has been given 30 days' prior notice that the Lease would be terminated, effective May 1, 1961, for use as part of a municipal golf course; NOW, THEREFORE:

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

1. The payment of the sum of \$114.78, out of General Fund 101, Account No. 67-044, as a refund to Jack Sellers, representing the prorated part of the advance yearly rental payment made upon Tract 1, containing 64 acres, and Tract 6, containing 50 acres, as described in Paragraph 1 of the Grazing Lease contract authorized by Ordinance No. 28,217, passed and approved January 14, 1960, is hereby authorized.

2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,508

CHANGING AND ASSIGNING NAMES TO CERTAIN STREETS IN THE CITY OF SAN ANTONIO.

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

1. The name "West Market Street" is hereby assigned to the connecting street between West Market Street and Dolorosa Street, south side of Main Plaza.

2. The name "Airport Boulevard" is hereby assigned to the new entrance road to San Antonio International Airport extending From Loop 410 (Military Dr. N.E.) to the Administration Building.

3. The street originally named Airport Boulevard, extending from Loop 410 (Military Dr. N.E.) north to Northern Boulevard, is hereby changed to "International".

4. The name "Flagg Lane" is hereby assigned to the street extending south from Cliff Avenue to Gerald Street, between Pleasanton Road and Mosaly Street.

5. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

EXECUTED this the 31st day of May, 1961.

CITY OF SAN ANTONIO, TEXAS

BY: /s/ B. J. Shelley
Asst. City Manager
LESSOR

ATTEST: J. Frank Gallagher
City Clerk

/s/ Robert F. Barnes
LESSEE

STATE OF TEXAS X

COUNTY OF BEXAR X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31st day of May, A.D., 1961.

/s/ J. H. Inselmann
Notary Public, in and for Bexar County, Texas

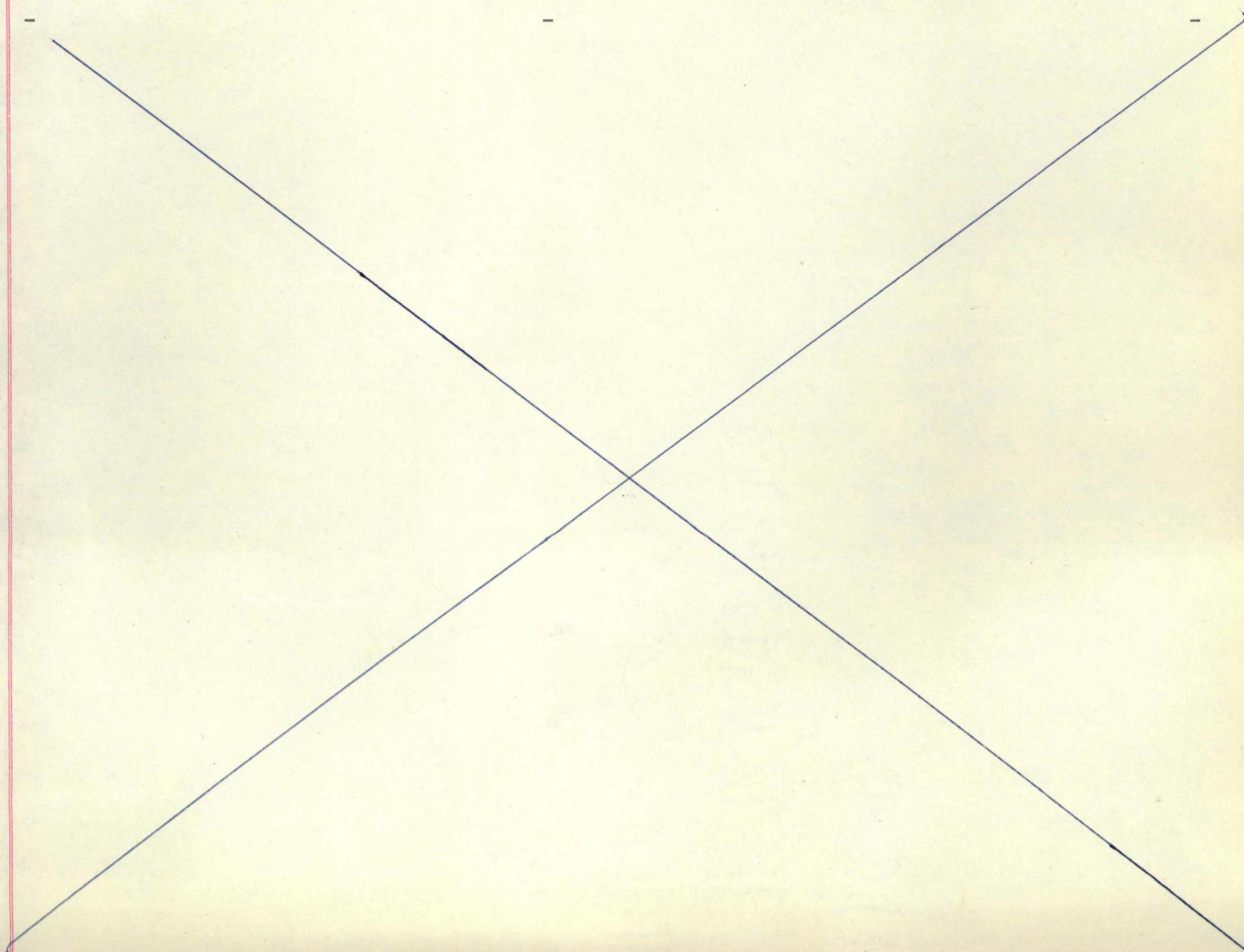
THE STATE OF TEXAS X

COUNTY OF HIDALGO X

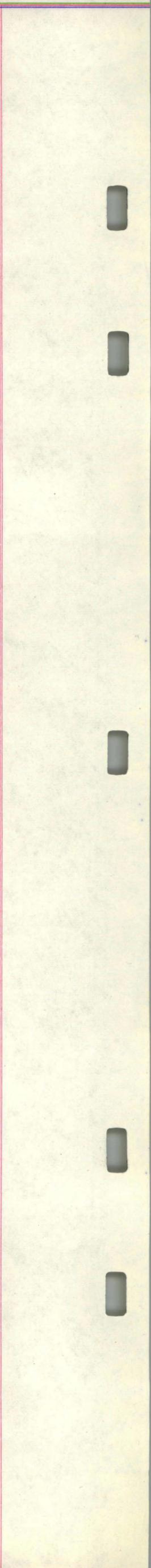
BEFORE ME, the undersigned authority, on this day personally appeared ROBERT F. BARNED, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of May, A.D., 1961.

/s/ Gilma G. Salinas
Notary Public, in and for Hidalgo County, Tex.



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AN ORDINANCE 29, 510

AUTHORIZING PAYMENT OF \$1,250.00 OUT OF GENERAL FUND ACCOUNT NO. 50-03-01 TO HARRY M. YARBOROUGH AND HIS ATTORNEY, ADRIAN SPEARS, IN FULL AND FINAL SETTLEMENT OF CAUSE #F-117,668, FILED IN THE 131ST DISTRICT COURT OF BEXAR COUNTY, TEXAS.

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

- 1. Payment of the sum of \$1,250.00 to Harry M. Yarborough and his Attorney, Adrian Spears, in full and final settlement of Cause No. F-117,668, filed in the 131st District Court of Bexar County, Texas, is hereby authorized.
- 2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 511

APPROPRIATING \$42,500.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION FOR LAND ACQUIRED IN CONNECTION WITH THE ENLARGEMENT OF LOOP #13; AND MANIFESTING AN AGREEMENT WITH THE OWNERS THEREOF THAT \$12,500.00 WILL BE PLACED IN ESCROW UNTIL FINAL JUDGMENT IS ENTERED IN SAID CONDEMNATION PROCEEDINGS.

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

1. \$42,500.00 is hereby appropriated out of Street Right-of-Way Purchase Bonds (1957 Series) Fund No. 479-12, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Beno Demel, Elsie Demel, Catholic Life Insurance Union, Bexar County National Bank, City of San Antonio, Bexar County Tax Collector, and Northeast Independent School District for 0.348 of an acre of land, more or less, in NCB 12179 in the City of San Antonio, same being out of and a part of that certain 1.77 acre tract of land out of the D. J. Davis Survey No. 103, Abstract No. 208, County Block 5029 and the J. G. Miller Survey No. 103 1/2, Abstract No. 532, County Block 5474, in Bexar County, Texas, which 1.77 acre tract was conveyed to Beno Demel and wife, Elsie Demel, by deed dated August 5, 1955, of record in Volume 3741, Page 251, Deed Records of Bexar County, Texas, said sum being the amount of the Commissioners' Award in the condemnation proceeding, State of Texas, et al vs. Beno Demel, et al.

2. It is hereby agreed and understood that Defendants, as consideration for the City's depositing the full \$42,500.00 award at this time, will place \$12,500.00 of this award on deposit in escrow in an account at San Antonio Savings and Loan Association, San Antonio, Texas, with Stewart Title and Guaranty Company named as trustee thereof, pending a jury trial in the County Court of Bexar County, which trial will determine the market value of the subject property. In the event that the trial court reduces the aforementioned award, the City will be entitled to that portion of the \$12,500.00 in escrow necessary to comply with the Jury's verdict. If the amount of the reduction of the award is greater than \$12,500.00, all of the monety held in escrow will be collected by the City, and the Defendant Beno Demel agrees to pay any amount over \$12,500.00 necessary to comply with the jury's verdict. If the jury increases the amount that must be paid to the Defendants, the Defendants may withdraw the \$12,500.00 held in escrow and the City will pay the Defendants the additional amount over \$42,500.00. Provided that nothing herein shall be construed to alter or as a waiver of either party's right to appeal from final judgment or order of the trail court.

- 3. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

- 4. ACCEPTED in all things by the undersigned this 30th day of May, 1961.

/s/ Beno Demel

/s/ Elsie Demel

AN ORDINANCE 29,512



AMENDING SECTION 34-8 OF THE CITY CODE TO INCLUDE PROVISIONS FOR THE REMOVAL AND STORAGE OF SIGNS VIOLATING CHAPTER 34 OF THE CODE; PROVIDING FOR RETENTION OF SUCH SIGNS BY THE CITY UNTIL ALL COSTS OF REMOVAL AND STORAGE HAVE BEEN PAID; PROVIDING FOR DISPOSAL OF SUCH SIGNS AS REMAIN UNCLAIMED OR FOR WHICH COSTS OF REMOVAL AND STORAGE HAVE NOT BEEN PAID AFTER THIRTY (30) DAYS; AND DECLARING AN EMERGENCY.

* * * * *

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

1. Section 34-8 of the City Code is hereby amended to read as follows:

"Section 34-8. When sign held to be nuisance.

"Any sign, erected, altered, used or maintained in violation of this chapter shall constitute a public nuisance, and if the owner fails to remove same within five (5) days after being notified to do so, it may be summarily removed by the City at the expense of the owner or of the person erecting, using or maintaining it. Any such sign so removed shall be stored or impounded and shall not be returned to the owner until all charges for removing and storing same shall be paid. Provided, however, that if such sign remains unclaimed for a period of thirty (30) days after its removal, or if the costs of removal and storage are not paid within such thirty-day period, the City may, after five (5) days' notice to the owner thereof, if the owner is known, destroy, sell, or otherwise dispose of same."

2. 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 City Council, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,513

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. 1394) The re-zoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Tract 1, NCB 10979

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 7th day of June, A.D, 1961.

WALTER W. McALLISTER, Mayor

ATTEST: J. Frank Gallagher
City Clerk