

CLASS TITLE	PRESENT PAY RANGE		PROPOSED PAY RANGE		INCREASE IN STEPS
	NUMBER	RANGE	NUMBER	RANGE	
Sewer Maintenance man		1.20-1.30		1.25-1.35	1
Sewer Maintenance Supervisor	16	300-390	17	315-405	1
Sewer Pump Mechanic	13	270-345	14	280-360	1
Sidewalk and Curb Inspector I	12	260-330	13	270-345	1
Sidewalk and Curb Inspector II	17	315-405	18	330-425	1
Sidewalk and Curb Inspector Chief	20	360-465	21	375-485	1
Sign Inspector	18	330-425	19	345-445	1
Signal System Foreman	21	375-485	22	390-505	1
Signal System Lineman I	14	280-360	15	290-375	1
Signal System Lineman II	18	330-425	19	345-445	1
Stagehand	14	280-360	15	290-375	1
Statistician	16	300-390	17	315-405	1
Stock Clerk	9	230-290	11	250-315	2
Stockroom Superintendent	15	290-375	16	300-390	1
Street Cleaning Supervisor	18	330-425	19	345-445	1
Street Maintenance Superintendent	26	465-605	27	485-635	1
Street Maintenance Supervisor	20	360-465	21	375-485	1
Street Sweeper Operator		1.35-1.55		1.45-1.65	1
Superintendent Sewer Maintenance	24	425-555	26	465-605	2
Supervising Librarian	26	465-605	27	485-635	1
Supervisor of Public Utilities	26	465-605	27	485-635	1
Survey Party Chief	19	345-445	20	360-465	1
Swimming Pool Attendant	9	.87-.97		1.00	1
Switchboard Operator	9	230-290	10	240-300	1
Taxicab Inspector	17	315-405	18	330-425	1
Telephone Clerk	9	230-290	10	240-300	1
Tire Maintenance Supervisor	20	360-465	21	375-485	1
Tire Shop Foreman	14	280-360	15	290-375	1
Title and Transfer Clerk	16	300-390	17	315-405	1
Traffic Engineer	29	530-695	30	555-725	1
Traffic Investigator	17	315-405	18	330-425	1
Traffic Maintenance Supervisor	18	330-425	19	345-445	1
Traffic Planner	29	530-695	30	555-725	1
Training Officer	22	390-505	24	425-555	2
Tuberculosis Program Coordinator	18	330-425	19	345-445	1
Veterinarian I	21	375-485	23	405-530	2
Veterinarian II	26	465-605	27	485-635	1
Veterinarian III	30	555-725	31	580-760	1
Watchman	3	170-230	5	190-250	2
Welder	15	290-375	16	300-390	1
Zoning Administrator	24	425-555	25	445- 580	1
Zoning Supervisor	18	330-425	19	345-445	1

AN ORDINANCE 32202

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 herein-below designated property, to-wit:

(Case No. 2108)

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

Lot 1, NCB 12117

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32203

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 CLASSIFICATIONS 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. 2105)

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

Lot 12, NCB 12163

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32204

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. 2073)

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

Lot 14, NCB 10949

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32205

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 CLASSIFICATIONS 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. 2036)

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

Lots 9 and 10, NCB 10930

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

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

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

W. W. McAllister
M A Y O R

ATTEST:
ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32206

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. 2103)

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

Lot 21, Blk 139, NCB 8814

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32207

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

* * * * *

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

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

(Case No. 2110)

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

Lot 203, 204, 204A and 205, NCB 8399

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32208

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BENJAMIN KENNETH WYATT AND PHILIP CARRINGTON FOR ARCHITECTURAL SERVICES FOR THE PROPOSED NEW LIBRARY.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Benjamin Kenneth Wyatt and Philip Carrington for architectural services for the proposed New Library.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. INSELMANN
City Clerk

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CONTRACT FOR

The development of plans and specifications and to provide general supervision as set forth herein for the construction of A NEW MAIN LIBRARY BUILDING AND APPURTENANCES

SECTION 1.

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Benjamin Kenneth Wyatt and Philip Carrington, Associated Architects, hereinafter termed "Consultant", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultants for engineering and/or architectural services hereinafter set forth in connection with the following designated Project for the City of San Antonio:

A New Main Library Building and appurtenances.

I. This contract between the City and the Consultant provides that the Consultant shall furnish the following in the development of the above described project.

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

- e. The Final plans shall be so prepared that corrections and/or additions may be made as the construction work progresses and the Consultant shall furnish upon completion of the project by the construction contractor one set of reproducible prints showing all items of work as actually installed in the project, or as is commonly referred to as "as-built" plans.
- f. The Consultant or his representative shall attend the formal opening of bids by the City clerk and shall tabulate and furnish a reproducible and five copies of the bid tabulation together with his recommendation regarding the award of the contract.
- g. The Consultant shall furnish plans based on the appropriate requirements as attached hereto and made a part hereof for (1) sanitary Sewer Project, (2) street Projects, or (3) other specific types of projects when this contract provides for the development of plans and specifications for these types of projects. Appendix No. None when attached hereto sets forth the appropriate requirements.

4. Construction Phase:

The Consultant shall

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

drawings or plans and specifications are furnished to the City.

- m. Obtain from the construction contractor and deliver to the City, Department of Public Works, all manufacturers' warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were requested by the specifications.

III. Period of Service

- A. Unless a specific date is agreed upon for services called for herein, the preliminary phase of this agreement shall be completed as expeditiously as possible after notification has been received as set forth in the first paragraph of Section II of this agreement.
- B. Upon approval and acceptance of the preliminary study, plans and reports by the City, the Consultant shall proceed as directed by the Director of Public Works with performance of the services required by Section II-A-3, "Design Phase". All corrections, modifications, alterations, or additions requested by the City as a result of its examination of the preliminary phase shall be incorporated in the Design Phase of the project. Unless otherwise directed by the City, the Consultant shall develop the Design Phase with due diligence and as promptly as commensurate with the extent and type of project involved, or as ordered by the Director of Public Works.
- C. In the event a specific date is desired by the City for completion of either the preliminary phase, the design phase, or both, such date shall be set forth herein after consultation with the Consultant and the Consultant shall consider such date of prime responsibility in the prosecution of the entire agreement.

None.

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

IV. Coordination with City

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

V. Fee Schedule

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

VI. Revisions to Drawings and Specifications

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

VII. Ownership of Documents

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

VIII. Termination

The City may terminate this agreement at any time by a notice in writing to the Consultant upon determination by the Director of Public Works that any provisions have not been complied with. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this agreement to the date of termination.

The City shall then pay the Consultant promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed design, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

IX. Consultant's Warranty

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

X. Claims Against the City

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

XI. Compliance with Laws and Ordinances

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

Xii. Assignment or Transfer of Interests

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

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

SECTION 2.

IN WITNESS WHEREOF, said city of San Antonio has lawfully caused these presents to be executed by the hand of the City manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Benjamin Kenneth Wyatt and Philip Carrington thereunto duly authorized Associated Architects do now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this 22nd day of April, A. D., 1964.

CITY OF SAN ANTONIO

By: David A. Harner
Asst. City Manager

ATTEST: J. H. Inselmann
City Clerk

BENJAMIN KENNETH WYATT AND
PHILIP CARRINGTON

By: Benjamin Wyatt

By: Philip Carrington

APPENDIX "C"

FEE SCHEDULE - ARCHITECTURAL TYPE PROJECT

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

Payment for services described herein shall be seven (7%) percent of the total Construction cost of the Project.

For the purpose of establishing portion of the above fee for separate phases, the following percentage allocations of fee shall apply:

PHASE	PERCENTAGE OF TOTAL FEE
Preliminary Phase	25
Design Phase	50
Construction Phase	25

A. Method of Payment

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

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

B. Services Not Included in Above Fee

The Fees as described above for the Preliminary, Design and Construction phases of the project shall provide compensation to the Consultant for all services called for under this agreement to be performed by him or under his direction except the services as set forth below. These excluded services and the compensation being paid by the City to the Consultant for their - performance when authorized in writing by the director of Public Works - are set forth as follows:

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

(5) Expenses incurred in making necessary land surveys, To be agreed upon in writing.
establishing boundaries and monuments.

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

AN ORDINANCE 32209

*Amended
Ord. # 33030
Jan 28, 1965*

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ARTHUR MATHIS, JR.,
FOR ARCHITECTURAL SERVICES FOR THE PROPOSED PASEO DEL RIO PROJECT.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with
Arthur Mathis, Jr., for architectural services for the proposed Paseo Del Rio project.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

PROFESSIONAL SERVICES CONTRACT

State of Texas
County of Bexar
City of San Antonio

CONTRACT FOR

The development of plans and specifications and to provide general supervision
as set forth herein for the construction of Paseo Del Rio Improvements within the River
Bend Area as set forth Below.

SECTION 1.

This Agreement made and entered into in San Antonio, Bexar County, Texas, between
the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed
"City", and Arthur Mathis, Jr., Architect, 2002 N. St. Marys, San Antonio, Texas,
hereinafter termed "Consultant", said agreement being executed by the City pursuant to the
City Charter and Ordinances and Resolutions of the City Council, and by said Consultant
for engineering and/or architectural services hereinafter set forth in connection with the
following designated Project for the City of San Antonio:

Sub-Section I through XIII
Same as Ordinance 32,208 -

SECTION 2.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents
to be executed by the hand of the City Manager of said City, and the corporate seal of said
City to be hereunto affixed and this instrument to be attested by the City Clerk, and the
said Consultant, acting by the hand of Arthur Mathis, Jr.
Thereunto duly authorized Architect do now sign, execute and deliver this
instrument.

DONE at San Antonio, Texas, on this 22nd day of April,
A.D., 1964.

CITY OF SAN ANTONIO

By: Jack Shelley
City Manager

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

ARTHUR MATHIS, JR.

BY: /s/ Arthur Mathis, Jr.

BY:

(Appendix "C" Fee Schedule -
Architectural Type Project
Same as Ordinance 32208)

AN ORDINANCE 32210

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARENCE RINARD FOR ARCHITECTURAL SERVICES FOR THE PROPOSED NEW FIRE STATION NO. 4 TO BE LOCATED NORTH OF THE DOWNTOWN AREA.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Clarence Rinard to prepare plans and specifications to provide all architectural services for the proposed New Fire Station No. 4 to be located north of the downtown area.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

PROFESSIONAL SERVICES CONTRACT

State of Texas
County of Bexar
City of San Antonio

CONTRACT FOR

The development of plans and specifications and to provide general supervision as set forth herein for the construction of New Fire Station No. 4

SECTION 1.

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Clarence Rinard, Architect, 918 Manor Drive, San Antonio, Texas, 78228,

hereinafter termed "Consultant", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultant for engineering and/or architectural services hereinafter set forth in connection with the following designated project for the City of San Antonio:

(Sub-Section I through XIII
same as Ordinance 32,208 -)

SECTION 2.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Clarence Rinard thereunto duly authorized Owner do now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this 22nd day of April,
A.D., 1964.

CITY OF SAN ANTONIO

By: David A. Harner
Asst. City Manager

ATTEST: J. H. Inselmann
City Clerk

CLARENCE RINARD

By: /s/ Clarence Rinard

By: -

(Appendix "C" Fee Schedule -
Architectural Type Project,
Same as Ordinance 32208)

AN ORDINANCE 32211

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ORLANDO VOLPE TO MAKE A STUDY OF THE IMMEDIATE CHANGES NECESSARY TO MODIFY THE CITY HALL ANNEX.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Orlando Volpe to make a study of the immediate changes necessary to modify the City Hall Annex.

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

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

PROFESSIONAL SERVICES
- CONTRACT

State of Texas
County of Bexar
City of San Antonio

CONTRACT FOR

The development of plans and specifications and to provide general supervision as set forth herein for the construction of Additions and Alterations to the City Hall Annex Building, 206 Dolorosa Street.

SECTION 1.

This agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Orlando Volpe, Architect, 139 S. Skipper Drive, San Antonio, Texas, hereinafter termed "Consultant," said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultant for engineering and/or architectural services hereinafter set forth in connection with the following designated Project for the City of San Antonio:

Additions and alterations to the City Hall Annex Building, 206 Dolorosa Street, consisting of:

1. Modifying office layouts
2. Modifying air conditioning system
3. Modifying electrical lighting system
4. Appurtenances thereto, such as sprinkler system, etc.

- I. This contract between the City and the Consultant provides that the Consultant shall furnish the following in the development of the above described project.
- II. The Consultant shall not commence work on this proposed project until he has received written notification from the City. He shall render the following professional services necessary for the development of the project to final completion of the plans and specifications, including any special and general conditions and instructions to bidders as

acceptable to the Director of Public Works and the Director of any other Department interested in the improvements.

- A. The Consultant shall perform his obligations under this contract in three (3) phases, namely, (1) the preliminary phase, (2) the design phase, and (3) the construction phase.

1. Preliminary Phase:

The Consultant shall:

- a. Attend preliminary conferences with City Officials regarding the proposed project, its general design and functions.
- b. Prepare a preliminary study and report of the proposed project in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the project site or right-of-way and provide alternate solutions which may be available to the City; furnish preliminary sketches, layouts, proposed locations maps showing existing boundaries or right-of-way lines and possible encroachments on City property, and where required, additional right-of-way needs; furnish a cost estimate based on the preliminary study of the proposed construction (excluding land costs.) The report shall include the consultant's specific recommendations regarding the feasibility of the project as shown in the preliminary documents.
- c. Furnish the City with five (5) copies of the preliminary phase documents including any and all of those mentioned immediately above. Furnish also an estimate of the time that will be required to complete the plans and specifications for advertising for the construction of the project.

2. Deleted.

3. Design Phase:

The Consultant shall:

- a. Perform all field surveys, and where necessary, site topography required to collect information needed in the design of the project, establishing or locating at least two Bench Marks set to U.S. Coast and Geodetic Survey Datum.
 - (1) He shall plan and supervise such surveys as foundation investigations, soil borings, and other tests required for design of the project when specifically authorized by the Director of Public Works as set forth hereinafter.
- b. Furnish when necessary all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants, or planning advances.
- c. Prepare detailed contract drawings, specifications, instructions to bidders, general provisions, wage rates, all based on guides furnished the Consultant by the City after authorization has been received from the Director of Public Works to proceed with the final plans. These designs shall combine in all respects the application of sound engineering and/or architectural principles with a high degree of economy and, if required, be submitted to the applicable State and/or Federal Agency from which approval must be obtained. Design standards, if available for similar structures within the general geographical area of the City, shall be utilized when economy in construction can be obtained without reducing the quality of work or structural strength of any portion of the project. Design standards of other agencies, when approved by the City, shall be used when so directed by the Director of Public Works.
 - (1) Detailed specifications shall be developed using City of San Antonio or Texas Highway Department Standards where such standards are available and applicable.
 - (2) A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to Consultant by the City for incorporation in the specifications for the proposed project.
- d. Prior to the actual printing and delivering of the final plans and specifications, and advance copy of them shall be submitted to the Engineering Division of the Public Works Department for approval or corrections that may be deemed necessary. When such approval has been obtained of this advance copy, then the Consultant shall be directed to proceed with the final development of these plans and specifications, furnishing the City with ten (10) sets. Should additional sets over and above the ten sets be required for distribution to interested bidders or suppliers of materials or equipment, then the Consultant shall be paid for that number in excess of the ten on a price mutually agreed to by the Consultant and the City.
- e. The final plans shall be so prepared that corrections and/or additions may be made as the construction work progresses and the Consultant shall furnish upon completion of the project by the construction contractor one set of reproducible prints showing all items of work as actually installed in the project, or as is commonly referred to as "as-built" plans.
- f. The Consultant or his representative shall attend the formal opening of bids by the City Clerk and shall tabulate and furnish a reproducible and five copies of the bid tabulation together with his recommendation regarding the award of the contract.

- g. The Consultant shall furnish plans based on the appropriate requirements as attached hereto and made a part hereof for (1) Sanitary Sewer Projects, (2) Street Projects, or (3) other specific types of projects when this contract provides for the development of plans and specifications for these types of projects. Appendix No. None when attached hereto sets forth the appropriate requirements.

4. Construction Phase:

The Consultant shall

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

III. Period of Service

- A. Unless a specific date is agreed upon for services called for herein, the preliminary phase of this agreement shall be completed as expeditiously as possible after notification has been received as set forth in the first paragraph of Section II of this agreement.
- B. Upon approval and acceptance of the preliminary study, plans and reports by the City, the Consultant shall proceed as directed by the Director of Public Works with performance of the services required by Section II-A-3, "Design Phase." All corrections, modifications, alterations, or additions requested by the City as a result of its examination of the preliminary phase shall be incorporated in the design Phase of the project. Unless otherwise directed by the City, the Consultant shall develop the Design Phase with due diligence and as promptly as commensurate with the extent and type of project involved, or as ordered by the Director of Public Works.
- C. In the event a specific date is desired by the City for completion of either the preliminary phase, the design phase, or both, such date shall be set forth herein after consultation with the Consultant and the Consultant shall consider such date of prime responsibility in the prosecution of the entire agreement.

None

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

IV. Coordination With City

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

V. Fee Schedule

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

5. Field Alterations;

The Consultant shall

- a. Develop any minor changes, alterations or modifications to the project, subsequent to the commencement of the contractor's operations, which appear to be advisable and feasible and in the best interest of the City. Such alterations shall appear on or be attached to the City's form, "Field Alteration Request", and supply of these forms will be furnished the Consultant by the City for this use. The Consultant shall obtain the contractor's acceptance of the proposed alteration prior to submitting it to the City for its approval. No work shall be authorized to be done by the contractor prior to receipt of the City's approval of the "Field Alteration Request."
- b. The construction cost of the project will be adjusted by the amount of the Field Alteration, if approved, and the Consultant's Fee for the project will be based upon this adjusted construction cost at the same fee specified herein for the three phases of the project.
- c. Any Field Alterations developed as described above by the Consultant which for any reason are not approved by the City, will be paid for to the Consultant at the estimated cost of the Alteration for that portion of the fee represented by the preliminary and design phases as set forth herein for this project.

VI. Revisions to Drawings and Specifications

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

VII. Ownership of Documents

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

VIII. Termination

The City may terminate this agreement at any time by a notice in writing to the Consultant upon determination by the Director of Public Works that any provisions have not been complied with. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Consultant promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

IX. Consultant's Warranty

The Consultant warrants that he has not employed or retained any company or person other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City

shall have the right to annul this contract without liability.

X. Claims Against the City

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

XI. Compliance with Laws and Ordinances

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

XII. Assignment or Transfer of Interests

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

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

SECTION 2.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Orlando Volpe thereunto duly authorized Owner does now sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this September 8th day September 8th, A.D., 1964.

* CONTINUED ON PAGE 222 A

AN ORDINANCE 32212

EXERCISING AN OPTION TO CANCEL AND TERMINATE A LEASE AGREEMENT.

* * * * *

WHEREAS, the City of San Antonio, Texas, Lessor and the Adult Education Center of San Antonio, Lessee, entered into a lease agreement covering the first floor of the building and premises at 115 Auditorium Circle and located on Lot 12, NCB 180 in said City of San Antonio, Texas, under date of January 1, 1963, and

WHEREAS, said lease agreement, among other things, contains an option clause providing for the cancellation and termination of said agreement by either party thereto upon written notice of intention to exercise this option, and

WHEREAS, it is the desire and intention of the City of San Antonio, Lessor, to cancel and terminate said lease agreement; NOW, THEREFORE:

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

SECTION 1. That the City of San Antonio, Texas, acting under the provisions of Section 2 of the lease agreement executed by and between the City of San Antonio and the Adult Education Center, of San Antonio under date of January 1, 1963 and covering the first floor of the building and premises at 115 Auditorium Circle, and located on Lot 12, NCB 180 in said City of San Antonio, Texas, hereby exercises its option to cancel and terminate said lease agreement as of the 15th day of May, 1964.

SECTION 2. That the City Manager be and he is hereby directed, in accordance with said lease provisions, to notify the said Adult Education Center, Lessee, in writing, of the intention of said City of San Antonio, Lessor, as herein expressed, to cancel and terminate said lease agreement as of the 15th day of May, 1964.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32213

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF C. K. MORRIS, KELLY SALVAGE COMPANY AND ELMER C. HAAG FOR THE COMPLETE DEMOLITION OF CERTAIN PARCELS LOCATED IN SAN ANTONIO URBAN RENEWAL AGENCY'S CENTRAL WEST AREA PROJECT I, TEX. R-39 FOR A NET TOTAL OF \$3,948.00.

* * * * *

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

1. The attached low qualified bids of C. K. Morris, Kelly Salvage Company and Elmer C. Haag, dated March 27, 1964 for the complete demolition of certain parcels located in San Antonio Renewal Agency's Central West Area Project I, Texas R-39 for a total of \$3,948.00 is hereby accepted as follows:

See Page 223 - Continued

CITY OF SAN ANTONIO

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

ATTEST: /s/ James C. Kenny
Assistant City Clerk

ORLANDO VOLPE

BY: /s/ Orlando Volpe

APPENDIX "C"

FEE SCHEDULE - ARCHITECTURAL TYPE PROJECT

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

Payment for services described herein shall be eight (8%) percent of the total Construction Cost of the Project.

For the purpose of establishing portion of the above fee for separate phases, the following percentage allocations of fee shall apply:

PHASE	PERCENTAGE OF TOTAL FEE
Preliminary Phase	25%
Design Phase	50%
Construction Phase	25%

A. Method of Payment

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

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

B. Services Not Included in Above Fee

The fees as described above for the Preliminary, Design and Construction Phases of the project shall provide compensation to the Consultant for all services called for under this agreement to be performed by him or under his direction except the

the services as set forth below. These excluded services and the compensation being paid by the City to the Consultant for their performance when authorized in writing by the Director of Public Works are set forth as follows:

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

C. K. Morris
107 Robinhood \$1,450.00

Items #1 and #2

Kelly Salvage Co.
Loop 13 and Frio City Rd.

Item #3 940.00

Elmer C. Haag
2332 N. St. Marys St.

Items #4 and #5 1,558.00
\$3,948.00

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 2nd day of April, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32214

*Amended
Ord. # 33221
April 15, 1965*

*Amending Ord. 2
Ord. 33153
3/18/65*

ESTABLISHING INTERIM PRACTICES AND POLICIES AND DECLARING THE INTENT OF THE CITY OF SAN ANTONIO AS TO FUTURE ACTIONS IN THE DEVELOPMENT OF THE CIVIC CENTER PROJECT AND THE USE BY SAN ANTONIO FAIR, INC., OF ALL OR PART OF THE LAND AREA FOR THE EXPOSITION KNOWN AS HEMISFAIR.

* * * * *

WHEREAS, in order to expedite and coordina te practices, policies and other matters relating to the site, planning and development of Urban Renewal Project No. 5 (Civil Center Project), a nine member Site Development Coordinating Committee has been created comprised of representatives of the San Antonio City Council, the San Antonio Urban Renewal Agency, and the San Antonio Fair, Inc., and

WHEREAS, said Coordinating Committee has reported its suggestions and recommenda- tions and it is now believed desirable to establish policy and declare intent with reference to the development of said Civic Center Project No. 5 and the Hemisfair Exposition as it relates thereto; NOW, THEREFORE,

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

SECTION 1. San Antonio Fair, Inc., shall be appointed the authority and agency to plan, develop, manage and operate the international exposition presently known as the Hemisfair scheduled for 1968, which authority shall include the plan and development of all land and facilities within the physical Fair site with the exception of the Convention Center and the City Library. The location and design motif of the latter two buildings, however, shall be coordinated with San Antonio Fair, Inc., provided they are located in the area shown in Exhibit "A". The Construction of routine site improvements such as streets, sewers, storm drainage facilities and utilities for the purpose of the use of the area after the termina- tion of the Hemisfair shall not be the responsibility of San Antonio Fair, Inc.

SECTION 2. Exhibit "A" which delineates the proposed physical area of the Fair site is attached hereto and made a part hereof for all purposes.

Section 3. San Antonio Fair, Inc., shall be vested with authority to negotiate and execute all lease agreements involving all land, buildings, space and all facilities on said Fair site in connection with said exhibitions, concessions and other uses, subject, however, to the provisions of Section 16 hereof. The City Library is understood to be exempt from the provisions of this Section (Section 3.)

SECTION 4. San Antonio Fair, Inc., shall be vested with the exclusive concession privileges and rights to licensing agreements pertinent to the said Fair site.

SECTION 5. San Antonio Fair, Inc., shall pay all charges for gas, light and water used in connection with the Fair.

SECTION 6. San Antonio, Fair, Inc., shall hold and save the City of San Antonio harmless from all loss or damages of every kind in connection with the planning, development and management of the Fair and in that connection shall furnish a comprehensive general liability insurance policy with a single limit of \$1,000,000.00 bodily injury per incident and \$100,000.00 property damage per incident.

SECTION 7. All food concessions operated by San Antonio Fair, Inc., shall comply in all things with local, state and federal health regulations.

SECTION 8, San Antonio Fair, Inc., shall absorb all operating and maintenance costs per- taining to land, facilities and improvements in the Fair area during the development and operation of the Fair and for a reasonable period of time thereafter, relieving the City of San Antonio of all such expenses. Salaries of City Employees herein involved, if any, shall be paid by said San Antonio Fair, Inc., in so far as permitted by applicable charter, city ordinance and state statutes provisions. Such employment shall in no way jeopardize the civil Service Status of any such city employee.

SECTION 9. The City of San Antonio and the San Antonio Fair, Inc., have agreed upon the same design coordinating architect with the understanding that San Antonio Fair, Inc., will contract with and pay said coordinating architect. The authority of the coordinating design architect shall be to advise, work and consult with other architects involved in all phases of site layout, research, design, development of working plans and specifications and construction supervision pertinent to specific projects in said area to the end that said design coordinating architect shall give overall motif and concept guidance to the said agencies involved herein and to all other architects who may be employed by the said agencies and also by exhibiting agencies who may construct temporary or permanent buildings. Said coordinating design architect shall also set the general theme of the Hemisfair, subject of course, to ultimate decision of San Antonio Fair, Inc. It is further understood that said coordinating design architect shall not be excluded from performing architectural services for any other agency involved herein, or for other persons or agencies, for any construction project within the physical area of the Fair site.

SECTION 10. All plans for temporary and permanent building, thoroughfares, facilities, landscaping and other site development proposed by San Antonio Fair, Inc., shall be approved by the City of San Antonio prior to construction and shall comply with all applicable city ordinances and state and federal statutes. The determination of what buildings and structures shall constitute "permanent buildings" shall be the responsibility of the City of San Antonio. "As built" plans of all permanent buildings shall be turned over to the City of San Antonio upon the termination of the Hemisfair Exposition. The San Antonio Fair, Inc., shall have the authority to proceed with temporary Fair buildings and other improvements with the stipulation that all such temporary buildings and improvements shall be removed by San Antonio Fair, Inc., at the conclusion of the Fair, and the site shall be restored to agreed upon permanent condition.

SECTION 11. As the Fair site land is acquired by the City of San Antonio, the City shall lease such land to San Antonio Fair, Inc., placing control of the land, facilities and improvements in San Antonio Fair, Inc., in accordance herewith, and subject to the provisions of Section 15 hereof, for the development period, the period of duration of the Exposition, and a reasonable time thereafter, not exceeding 6 months, to permit clearance of the area and restoration of the site to an agreed upon condition. No lease shall be made which will extend beyond 6 months after the termination of the Fair without the consent of the City of San Antonio.

SECTION 12. The Site Development coordinating Committee comprising of 3 members from each of the agencies mentioned herein shall be continued as long as necessary. Said Committee shall serve as an advisory committee to the said agencies. The ranking city councilman on said Coordinating committee shall be chairman.

SECTION 13. It is understood that coordinating of effort by the agencies involved herein and to their staff members shall be had at all times.

SECTION 14. It is understood that the contract with the coordinating design architect shall provide that all drawings and prints developed in the course of the contract shall become the property of the owner at the termination thereof and said contract shall include a 30 day termination clause.

SECTION 15. As a condition of the lease referred to herein, the San Antonio Fair, Inc., shall honor all contracts made by the City of San Antonio for the use of the Convention Center facilities to convention groups and other lessees during the period of Exposition.

SECTION 16. Said lease shall further provide that permanent improvement of the Fair site erected by San Antonio Fair, Inc., or as a result of the Fair, shall become the property of the City of San Antonio, and said improvements will be construed as rental for use of the land area by San Antonio Fair, Inc. At the conclusion of the Fair, or within 6 months thereafter, all funds remaining in San Antonio Fair, Inc., accounts, after all underwriting and operating expenses are paid in full, will be turned over to the City of San Antonio or will be otherwise disposed of as directed by the City of San Antonio, and such funds will be construed as further payment of rental for use of the land area and the Convention Center as the site of the Fair.

SECTION 17. Personnel of San Antonio Fair, Inc., may go upon any of the premises to be leased, for surveys and general inspection, planning programs, and surface modifications on unimproved areas, prior to the actual date of the commencement of each term of the lease. It is further understood that when any contract is entered into between San Antonio Fair, Inc., and a third party, for any improvements located on the Fair site area, said contract shall contain a provision whereby said third party contractor can in no way look to the City of San Antonio for satisfaction of any claims arising out of any such contract.

SECTION 18. San Antonio Fair, Inc., without the consent of the City of San Antonio, may lease or sublease the whole or any part of the land, facilities or improvements, or permit to be made any changes or alterations whatsoever, but any such lease or sub-lease shall not be assignable; provided, however, this provision shall not apply to the Civic Convention Center, nor to the library, without prior consent of the City of San Antonio, nor beyond 6 after the termination of the Fair without prior consent of the City of San Antonio.

SECTION 19. As the Fair site land is acquired, a master lease, and any other necessary written instruments, shall be executed by the City of San Antonio and San Antonio Fair, Inc., which said lease shall include the foregoing. In connection herewith, when said master lease is executed, it shall include that area and improvements known as the German-English School, 423 South Alamo Street, San Antonio, Texas, Executive Headquarters of San Antonio Fair, Inc., in accordance with letter agreement of March 13, 1964, attached hereto as Exhibit "B".

SECTION 20. The practices, policies and intent as to future actions as stated herein shall become effective from and after the acceptance and approval by the San Antonio Fair, Inc.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

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

APPROVED AND ACCEPTED THIS 17th day of April, 1964.

SAN ANTONIO FAIR, INC.

By; /s/ William Sinkin

ATTEST: /s/ Mary S. Lampis
Notary Public, Bexar County, Texas

AN ORDINANCE 32215

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE CLEGG COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN OFFSET PAPER FOR A TOTAL OF \$3,090.00.

* * * * *

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

1. The attached low qualified bid of The Clegg Company, dated April 3, 1964 to furnish the city of San Antonio with certain items of offsetpaper for a total of \$3,090.00, less 2%-15 days is hereby accepted.
2. Payment to be made from Working Capital 6-01, Code 6-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M a y o r Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32216

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CARPENTER PAPER COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN ITEMS OF CUSTODIAL PAPER PRODUCTS FOR A TOTAL OF \$1,433.10.

* * * * *

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

1. The attached low qualified bid of Carpenter Paper Company, dated April 3, 1964 to furnish the City of San Antonio with certain items of custodial paper products for a total of \$1,433.10, less 2% - 30 days, net \$1,404.44 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-07-04.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32217

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WATSON DISTRIBUTING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH THREE TRUCKSTERS FOR A TOTAL OF \$3,323.18.

* * * * *

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

1. The attached low qualified bid of Watson Distributing Company, dated April 1, 1964 to furnish the City of San Antonio with three trucksters for a total of \$3,323.18 is hereby accepted.
2. Payment to be made from General Fund 1-01 as follows:

Account No. 11-02-01	Code 5-16	\$ 2,228.40
Account No. 11-03-03	Code 5-16	<u>1,094.78</u>
		\$ 3,323.18

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M a y o r Pro-tem

Attest: J. H. Inselmann
City Clerk

AN ORDINANCE 32218

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH TWO TWO-WAY RADIOS FOR A TOTAL OF \$1,248.00.

* * * * *

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 April 1, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with two two-way radios U43Hht-1130 for a net total of \$1,248.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-01-02, Code 5-20.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M a y o r Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32219

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF AIRPORT LIGHTING COMPANY, DIVISION OF POWER UNIT SALES COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN AIRPORT RUNWAY LIGHTING EQUIPMENT FOR A TOTAL OF \$4,096.00.

* * * * *

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

- 1. The attached low qualified bid of Airport lighting Company, Division of Power Unit Sales Company, dated March 27, 1964 to furnish the City of San Antonio (Stinson Municipal Airport) with certain items of airport runway lighting equipment for a total of \$4,096.00, less 1/2 of 1%-10 days, net \$4,075.52 is hereby accepted.
- 2. Payment to be made from Fund 8-05, Department of Aviation, Account No. 12-03-02, Code 5-12.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32220

APPROPRIATING \$15,989.01 OUT OF HIGHWAY 90 West Expressway BONDS, FUND #479-16 PAYABLE TO THE CITY WATER BOARD FOR THE RELOCATION OF A PORTION OF THE WATER PIPE LINE SYSTEMS OF SAN FERNANDO WATER COMPANY, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE NUMBER 31,774, PASSED AND APPROVED THE 26TH DAY OF SEPTEMBER, 1963.

* * * * *

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

SECTION 1. The sum of \$15,989.01 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the City Water Board for the relocation of a portion of the water pipeline system of San Fernando Water Company, in accordance with the provisions of Ordinance number 31,774, passed and approved the 26th day of September, 1963.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32221

*See 4. 5 & F
Revised
and 33850
11/11/65*

APPROPRIATING THE SUM OF \$12,670.00 out of HIGHWAY 90 WEST EXPRESSWAY BONDS, 1961 FOR ACQUISITION OF RIGHT OF WAY AND ACCEPTING TWO DEDICATIONS FOR N. E. INDUSTRIAL SITE SANITARY SEWER PROJECT.

* * * * *

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

SECTION 1. The sum of \$12,670.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

- a. \$7, 055.00 payable to Stewart Title Company as escrow agent for Gurmecindo Salinas and Delfina T. Salinas for title to 0.7855 of an acre of land, more or less, in New City Block 8115, being Parcel 617-4917.
- b. \$3,250.00 payable to Stewart Title company as escrow for Maria Zamarripa, a widow, et al for title to Lots 35, 36 and 37, Block 31, New City Block 8069, being Parcel 577-4877.
- c. \$1,400.00 payable to Stewart Title company as escrow agent for Maria Zamarripa, a widow, et al for title to Lot 25, Block 2, New City Block 11320, being Parcel 655-4955.
- d. \$440.00 payable to Stewart Title company as escrow agent for Jesus S. Ybanez and Vicenta R. Ybanez for title to 0.1462 of an acre of land, more or less, in New City Block 8115, being Parcel 620-4920.
- e. \$375.00 payable to Stewart Title Company as escrow agent for Frank R. Escobedo and Julia A. Escobedo for title to 0.2064 of an acre of land, more or less, in New City Block 8115, being Parcel 619-4919.
- f. \$150.00 payable to Stewart Title Company as escrow agent for Juan H. Lopez and Carmen S. Lopez for title to 0.1120 of an acre of land, more or less, in new City Block 8115, being Parcel 621-4921.

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

SECTION 2. A dedication of a 10 foot sanitary sewer easement out of Tract 5, NCB 12192 granted by Waldo E. Stewart is hereby accepted. Parcel E-576C. A copy of said dedication is filed herewith and incorporated herein by reference.

SECTION 3. A dedication of a 10 foot sanitary sewer easement our of Tract 5, NCB 12192 granted by Central Industrial District, Inc. is hereby accepted. Parcel E-576A. A copy of said dedication is filed herewith and incorporated herein by reference.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

Parcel: E-576C
Project: N. E. Industrial
Site Sanitary Sewer

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, WALDO E. STEWART and PETER P. STEWART dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across,

and upon the following described lands located in Bexar County, Texas, to-wit:

A 10.00 foot Sanitary Sewer Easement out of Tract 5, New City Block 12192, San Antonio, Bexar County, Texas being more particularly described as follows, to-wit:

BEGINNING at a point on the east line of Loop 410, said point being the northwest corner of Tract 5, N. C. B. 12192.

THENCE, S 89° 54' 45" E, along the north line of said Tract 5, a distance of 10.00 feet to a point, for the northeast corner of this easement.

THENCE; S 0° 04' 16" E, along a line 10.00 feet east of and parallel to the east line of Loop 410, a distance of 405.00 feet to a point, for the southeast corner of this easement.

THENCE; N 89° 54' 45" W, along a line parallel to the north line of Tract 5, a distance of 10.00 feet to a point on the west line of Tract 5 and east line of Loop 410, for the southwest corner of this easement.

THENCE; N 0° 04' 16" W, along the east line of Loop 410 and west line of Tract 5, a distance of 405.00 feet to the point of beginning.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to re-locate said line(s) within said right of way, the right to remove from said lands all trees and parts thereof, or other to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or similar obstruction will be placed on said easement right of way herein granted. But it is expressly understood and agreed that the Grantor shall have the full right and use of the surface of the above described property and may pave or otherwise surface, beautify or landscape and use the same in any manner that Grantor may elect except that it will not construct a building or similar obstruction upon said property, and the Grantee agrees, in the exercise of the rights herein granted to it with reference to reconstructing, inspecting, patrolling, maintaining and removing said lines and appurtenances that Grantee, at its expense, will restore said surface to substantially the same condition as it existed immediately prior to grantee's exercising of each such right hereby granted to it.

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

A 25.00 Foot Temporary Construction Easement out of Tract 5, New City Block 12192, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING at a point on the north line of Tract 5, N. C. B. 12192, said point being S 89° 54' 45" E, 10.00 feet from the northwest corner of said Tract 5.

THENCE; S 89° 54' 45" E, along the north line of Tract 5, a distance of 25.00 feet to a point, for the northeast corner of this easement.

THENCE; S 0° 04' 16" E, along a line 35.00 feet east of and parallel to the west line of Tract 5, and east line of Loop 410, a distance of 405.00 feet to a point, for the southeast corner of this easement.

THENCE; N 89° 54' 45" W, along a line parallel to the north line of Tract 5, a distance of 25.00 feet to a point, for the southwest corner of this easement, said point being S 89° 54' 45" E, 10.00 feet from the west line of Tract 5 and east line of Loop 410,

THENCE; N 0° 04' 16" W, along a line 10.00 feet east of and parallel to the west line of Tract 5 and east line of Loop 410, a distance of 405.00 feet to the point of beginning.

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement.

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

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

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

WITNESS my hand, this 23rd day of March, A. D., 1964.

/s/ W. E. Stewart

/s/ Peter P. Stewart

Parcel: E-576A

Project: N. E. Industrial
Site Sanitary Sewer

EASEMENT - Dedication
(Permanent & Temporary)

Know All Men by These Presents:

STATE OF TEXAS }
County of Bexar }

That CENTRAL INDUSTRIAL DISTRICT, INC., a Texas corporation of the County of Dallas, State of Texas

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

Parcel #1

A 10.00 foot Sanitary Sewer Easement out of Tract 5, New City Block 12192, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING at a point on the east line of Loop 410 and west line of Tract 5, N.C.B. 12192, said point being S 0° 04' 16" E, 405.00 feet from the northwest corner of tract 5.

THENCE; S 89° 54' 45" E, along the division line between the Stewart and Central Industrial District tracts, a distance of 10.00 feet to a point, for the northeast corner of this easement. THENCE

THENCE; S 0° 04' 16" E, along a line 10.00 feet from and parallel to the west line of Tract 5, and east line of loop 410, a distance of 185.07 feet to a point on the division line between the Central industrial district and Colonial Cake Co., tracts, for the southeast corner of this easement.

THENCE; N 89° 56' 16" W, along the north line of the colonial Cake Co. tract, a distance of 10.00 feet to a point on the west line of Tract 5 and east line of Loop 410.

THENCE; N 0° 04' 16" W, along the west line of Tract 5, and east line of Loop 410, a distance of 185.08 feet to the point of beginning, and

Parcel #2

BEGINNING at a point on the east line of Loop 410, said point being S 0° 04' 16" E, 1040.08 feet from the northwest corner of Tract 5, NCB 12192.

THENCE; S 89° 56' 16" E, along the south line of Colonial Cake Co. tract, a distance of 10.00 feet to a point, for the northeast corner of this easement.

THENCE; S 0° 04' 16" E, along a line 10.00 feet east of and parallel to the east line of loop 410 and west line of Tract 5, a distance of 476.32 feet to an angle point.

THENCE; S 2° 47' 55" E, along a line 10.00 feet east of and parallel to the west line of tract 5 and east line of Loop 410, a distance of 741.69 feet to a point on a cut-off between Old Seguin Road and Loop 410.

THENCE; N 65° 42' 09" W, along said cut-off a distance of 11.23 feet to a point on the east line of Loop 410.

THENCE; N 2° 47' 55" W, along the east line of Loop 410 and west line of Tract 5, a distance of 736.81 feet to an angle point.

THENCE; N 0° 04' 16" W, continuing along said east line of Loop 410 and west line of Tract 5, a distance of 476.58 feet to the point of beginning.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right of way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted. But it is expressly understood and agreed that the Grantor shall have the full right and use of the surface of the above described property and may pave or otherwise surface, beautify or landscape and use the same in any manner that Grantor may elect except that it will not construct a building or similar obstruction upon said property, and the Grantee agrees, in the exercise of the rights herein granted to it with reference to reconstructing, inspecting, patrolling, maintaining and removing said lines and appurtenances that Grantee, at its expense, will restore said surface to substantially the same condition as it existed immediately prior to Grantee's exercising of each such right hereby granted to it.

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

A 25.00 foot Temporary Construction Easement out of Tract 5, New City Block 12192, San Antonio, Bexar Count, Texas being more particularly described as follows, to-wit:

Parcel #1

BEGINNING at a point on the division line between the Stewart And Central Industrial District tracts, said point being S 89° 54' 45" E, a distance of 10.00 feet from the west line of Tract 5, N.C.B. 12192 and 405.00 feet south of the north line of Tract 5, N. C. B. 12192.

THENCE; S 89° 54' 45" E, along the division line between the Stewart and Central Industrial District tracts, a distance of 25.00 feet to a point, for the northeast corner of this easement.

THENCE; S 0° 04' 16" E, along a line 35.00 feet east of and parallel to the West line of Tract 5 and east line of loop 410, a distance of 185.06 feet to a point on the boundary line between the Central Industrial District and Colonial Cake Co. tracts, for the southeast corner of this easement.

THENCE; N 89° 56' 16" W, along said division line, a distance of 25.00 feet to a point, for the southwest corner of this easement.

THENCE; N 0° 04' 16" W, along a line 10.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 185.07 feet to the point of beginning, and

Parcel #2

BEGINNING at a point on the south line of the Colonial Cake Co. Tract, said a point being S 89° 56' 16" E, 10.00 feet from the east line of Loop 410 and west line of Tract 5, N. C. B 12192.

THENCE; S 89° 56' 16" E, along the south line of the Colonial Cake Co. Tract, a distance of 25.00 feet to a point, for the northeast corner of this easement.

THENCE; S 0° 04' 16" E, along a line 35.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 475.66 feet to an angle point.

THENCE; S 2° 47' 55" E, along a line 35.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 753.88 feet to a point on a cut-off between Loop 410 and Old Seguin Road, for the southeast corner of this easement.

THENCE; N 65° 42' 09" W, along said cut-off, a distance of 28.08 feet to a point, for the southwest corner of this easement.

THENCE; N 2° 47' 55" W, along a line 10.00 feet east and parallel to the west line of Tract 5 and east line of Loop 410, a distance of 741.69 feet to an angle point.

THENCE; N 0° 04' 16" W, along a line 10.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 476.32 feet to the point of beginning.

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

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

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

WITNESS my hand, this 23rd day of March, A. D., 1964.

CENTRAL INDUSTRIAL DISTRICT, INC.

/s/ W. E. Stewart, President

ATTEST: Henry Excell, Jr.
Secretary

AN ORDINANCE 32222

CLOSING AND ABANDONING A PORTION OF BOOKER ALLEY IN NEW CITY BLOCK 558
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THERETO TO R.
R. L. WHITE COMPANY FOR CONSIDERATION OF \$500.00.

* * * * *

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

SECTION 1. That portion of Booker Alley located in New City Block 558 and more particularly described by field notes contained in quitclaim deed attached hereto is hereby closed and abandoned.

SECTION 2. That the City Manager is hereby authorized to execute a Quitclaim Deed to said parcel of land to the R. L. White Company in consideration for the sum of \$500.00. Said deed is attached hereto and made part hereof for all purposes.

SECTION 3. The above described Quitclaim Deed is not to be delivered to the Grantee until such time as proper replatting of said parcel of land has been accepted and approved by the Planning Commission.

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

John Gatti
MAYOR Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32223

ACCEPTING CERTAIN BIDS FOR PURCHASE OF CERTAIN BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND making and manifesting A BILL OF SALE TO THE SUCCESSFUL BIDDERS.

* * * * *

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

SECTION 1. The following high bids submitted, for the purchase of certain improvements located on City Owned property to be moved (except as specified in the advertisement for bids) therefrom, are hereby accepted:

<u>Parcel No.</u>	<u>Address</u>	<u>High Bidder</u>	<u>Bid</u>
5434 and 5435	203 Blunt St.	Alamo Homes, Inc.	\$711.00
5602 and 5603	230-2307 Frio City Rd.	A. L. Bishop & Son, T. U. Black	\$1,818.00

The above-named purchasers shall have sixty (60) days from date hereof to remove the improvements and clear lots. Fences and water wells and casings, if any, are excepted herefrom.

SECTION 2. All other bids on the above named parcels are hereby rejected.

SECTION 3. This ordinance makes and manifests a Bill of Sale to the successful bidder named in Paragraph #1 above to the buildings on which he was successful bidder; subject, however, to the conditions contained in the advertisements for the bids and of the proposals of the successful bidder submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraph #1. Time is of the essence of these sales, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

SECTION 4. The City Clerk and the Land Division are instructed to readvertise for bids on improvements at 826 N. Trinity St., NCB 2185, upon which no bids were received.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32224

TRANSFERRING THE SUM OF \$50,000 FROM OPERATING CONTINGENCY ACCOUNT 70-01-01 TO SPECIAL PROJECT ACCOUNT 09-05-12 AND AUTHORIZING THE PURCHASE OF MATERIALS FOR DRAINAGE IMPROVEMENTS ON MEDINA, PINE AND SUNFLOWER STREETS.

* * * * *

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

SECTION 1. The transfer of \$50,000 from Operating Contingency Account 70-01-01 to Special Project account 09-05-12 is hereby authorized.

SECTION 2. Expenditure of the above sum is hereby authorized for the purchase of materials required for certain drainage improvements of Medina, Pine and sunflower Streets.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32225

*amended re: memo
ord 35383
4/27/67*

LICENSING AND REGULATING THE OPERATION OF BILLIARD TABLES; REGULATING THE OPERATION OF BILLIARD ROOMS; PROVIDING FOR A FINE NOT EXCEEDING \$200.00 FOR VIOLATIONS; PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Legislature of the State of Texas has empowered cities and towns to prohibit, regulate, supervise, control or license any person, firm association of persons or corporation owning or operating a billiard table within the corporate limits of said city or town and to fix penalties for the violation of such regulations; and,

WHEREAS, the City Council of the City of San Antonio, Texas, hereby determines that the public health and safety requires the adoption of regulations controlling the operation and maintenance of billiard tables, NOW, THEREFORE,

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

SECTION 1. The following words and phrases when used in this ordinance shall have the meanings respectively ascribed to them in this section:

- (a) "Licensee" - shall mean any person holding a billiard table license.
- (b) "Billiard Hall" - shall mean any place wherein billiard table or tables are provided to be played on for compensation.
- (c) "Billiard Table" - is defined as any table surrounded by a ledge or cushion with or without pockets in which balls are impelled by a stick or a cue.

SECTION 2. License Required - It shall be unlawful for any person, firm or association of persons, corporated or other organization to keep, have conduct or operate any billiard table for profit within the corporate limits of the City of San Antonio, Texas, without first obtaining a license so to operate. The provisions and requirements hereof shall not apply to billiard tables kept on the premises of religious, charitable and educational organizations not operated for private profit and for the use of members and their guests; nor to billiard tables kept in private residences and used without charge by members of the family or bonafide guests; nor to billiard tables kept on the premises of bonafide guests; nor to billiard tables kept on the premises of bonafide clubs or social organizations not operated for private profit and which provide for membership privileges and activities although a charge may be made to members and their guests to help defray costs of upkeep and maintenance.

SECTION 3. Fees and term of License - The fee for each licensee shall be \$25.00 a year for one table plus \$5.00 per year for each additional table. Said Fees are hereby prescribed under the police power of said City of San Antonio to help defray the cost of enforcing the provisions hereof and no refund of fee shall be made for any reason. All licenses shall be issued for a one-year period and shall be renewed May 31 of each year. Licenses issued after May 31 and before December 1 of the same year shall require payment of fees per table in the full amount. Licenses issued after December 1 of payment of fees per table in an amount equal to one-half of the full amount. When additional billiard tables are added by any Licensee to his Billiard Hall they shall be licensed at the full rate of \$5.00 per table if added after May 31 and before December 1 of any year, and shall be licensed at the one-half rate of \$2.50 per table if added after December 1 of any year and before May 31 of the succeeding year. Licenses may be renewed upon application. Application for renewal shall be referred to the Chief of Police for determination as to continuing compliance with this ordinance.

SECTION 4. APPLICATION FOR LICENSE - Before obtaining a license to keep, have, conduct or operate a billiard table for profit or for the amusement of their patrons within said corporate limits of San Antonio the applicant shall make a written, signed application therefor to the City Tax Collector. The application shall be made on forms provided by the City of San Antonio and shall set forth information concerning the applicant including but not limited to:

- (a) Full name, age, place of birth and present residence and business address of applicant.
- (b) Length of residence of applicant in City and State and whether or not he is a citizen of the United States.
- (c) Personal description of applicant including age, height, weight, race, color of eyes, complexion, color of hair, facial marks and defects if any, sex, marital status and telephone number.
- (d) Whether applicant has been charged with or convicted of any felony or misdemeanor, but excluding traffic violations, and if so full information concerning each.
- (e) The number of billiard tables to be obtained and the location of the proposed Billiard Hall.

SECTION 5. Investigation - The City tax Collector shall refer the application to the Chief of Police who shall determine whether the applicant meets the requirements of this ordinance and shall submit his recommendation to the City Tax Collector who shall issue or refuse the license accordingly. Before any license is issued, the Chief of Police shall find that the applicant has a reputation for good moral character and behavior.

SECTION 6. Revocation of License - The Chief of Police may revoke or suspend the license of any person issued under the provisions of this ordinance for operation in violation of this ordinance, or for any cause for which application could have been denied, or for knowingly permitting violation of this ordinance by players and spectators upon or within said Billiard Hall. The license of any person issued under the provisions of this ordinance shall stand revoked without further proceedings upon the conviction of such person for maintaining a disorderly, or riotous, or indecent, or improper house, or for permitting gambling of any form upon or within his said Billiard Hall.

SECTION 7. Appeal - Applicant when refused a license or when a license is revoked or suspended by the Chief of Police may appeal to the City Council within 10 days of such refusal, revocation or suspension which appeal shall be perfected by delivering to the City Clerk a letter stating that an appeal is desired. The City Council shall within a reasonable time after receiving such notice of appeal hold a hearing thereon and after the hearing sustain or reverse the decision of the Chief of Police. If no appeal is taken from the finding made by the Chief of Police within the prescribed 10-day period, the decision of the Chief of Police shall be final.

SECTION 8. License Posted - Any license issued hereunder shall be posted by licensee in a conspicuous place near the entrance of any room or rooms where any billiard tables are operated, maintained or kept for profit or for the amusement of their patrons.

SECTION 9. Transfer of License - A license may be transferred to a different lawful location upon application and payment of a transfer fee of \$1.00. Licenses may not be transferred to a different Licensee.

SECTION 10. Location - No license shall be issued for any location where the proposed operation would be in violation of the zoning ordinance.

SECTION 11. Visibility - Every billiard hall shall have unobstructed windows or open space on at least one side so that the area is open to view by the general public passing by a on a public street or using a corridor, lobby, or other rooms to which the public resorts and is admitted without charge. The Licensee shall not permit any obstruction of such public view by the use of drawn shades, blinds, partitions or other structure or obstructions.

SECTION 12. Minors - It shall be unlawful for any person who keeps, conducts or operates any billiard tables for profit, or for the amusement of their patrons, or who keeps, conducts or operates any room or rooms wherein some are kept, conducted or operated for profit, or for the amusement of their patrons, whether it be Licensee, employee of Licensee, or other persons, knowingly to permit or allow any minor under the age of 17 years to play thereon, or to be in or remain in, or frequent any such room or rooms, unless accompanied by his parent, guardian or adult person reasonable for the conduct of such minor.

SECTION 13. Hours of Operation - It shall be unlawful for any person to keep, conduct or operate any billiard table for profit or to allow or permit any billiard table for profit or to allow or permit any billiard hall to remain open for business or open to the public before the hour of 7 o'clock A.M. on weekdays or after the hour of 12 o'clock midnight on weekdays; or before the hour of 1 o'clock P.M. on Sundays or after the hour of 12 o'clock P.M., on Sundays.

SECTION 14. Betting - It shall be unlawful for any person to wager or bet upon the outcome of any game, contest or exhibition played upon any billiard table operated for profit or for the amusement of their patrons.

SECTION 15. Permitting Betting - It shall be unlawful for any person who keeps, conducts or operates a billiard table for profit or for the amusement of their patrons knowingly to permit or allow any wager or bet to be made on the outcome of any game, contest or exhibition played upon any such billiard table.

SECTION 16. Liquor - It shall be unlawful for any person while in a Billard Hall to drink or have in his possession any intoxicating liquor other than wine or beer, and no person under 21 years of age shall be permitted to remain in any billiard hall where any intoxicating beverages are dispensed, unless accompanied by parent, legal guardian or spouse of legal age.

SECTION 17. Penalties - Any person who shall violate any provisions of Sections 2-12-13-14-15-16 of this ordinance shall be deemed to be guilty of a misdemeanor and shall upon conviction be punished by a fine not exceeding \$200.00.

SECTION 18. Severability - If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof, to any person or circumstances is held invalid such holding shall not effect the validity of the remaining portions of this ordinance and the City Council hereby declares it would have passed such remaining portions despite such invalidity.

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

John Gatti
MAYOR Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32226

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

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

The City Manager is authorized to execute a lease of space at San Antonio International Airport to Bridge Aviation, Inc. A copy of said lease (Lease No. 31-1) is attached hereto and incorporated herein for all purposes.

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

John Gatti
MAYOR Pro-Tem

ATTEST: J. H. Inselmann
City Clerk

*Amended
Ord # 32944
Sec 24, 1965
Amended
Ord # 33168
March 25, 1965*

LEASE NO. 31-1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 32226, adopted April 9, 1964, (hereinafter called "Lessor"), and Bridge Aviation, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Annex Terminal (766 square feet)
B. Ground:

2. BASE RENTAL

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

<u>Premises</u>	<u>sq Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	766	\$2.40	\$1,838.40	\$153.20
B. Ground:				

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

3. TERM

The term of this lease shall be for the one (1) year period beginning April 1, 1964.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Sales, rental and charter of aircraft and the writing of insurance on aircraft.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$20,000.00 for one person \$40,000.00 for one accident for personal injuries, and \$5,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$2,000.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the city Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

EXECUTED this 9th day of April, 1964.

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

BRIDGE AVIATION, INC. Lessee

BY: John U. Bridge
President (Title)
P. O. Box 13271, Houston, Texas
(Mail Address) 77019

ATTEST: J. H. Inselmann
City Clerk

ATTEST: Mary Lee Sanik
Secretary

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

Lessee: Bridge Aviation, Inc.

1. Gross Receipts Charges

A. Computation:

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

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

of each year's applicable gross receipts.

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

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

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

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

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

D. AUDIT.

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

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

2. Adjustments in Rental Rates

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. Holding Over

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

E. Any assignment of Lessee's assets for the benefit of creditors.

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

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

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

6. FIELD USE CHARGES

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. Replacement after Damage

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 32227

ACCEPTING THE LOW BID OF R. L. BURNEY, CONTRACTOR, FOR CONSTRUCTION OF SWIMMING POOLS AND APPURTENANCES AT SOUTH SIDE LIONS AND LINCOLN PARKS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$124,063.00 PAYABLE TO R. L. BURNEY, CONTRACTOR; THE SUM OF \$2,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; AND THE SUM OF \$8,054.87 PAYABLE TO WALTER E. HAGGARD & ASSOCIATES, CONSULTING ENGINEERS; ALL ABOVE SUMS PAYABLE OUT OF PARKS IMPROVEMENTS BONDS FUND, 1964.

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

SECTION 1. The attached low bid of R. L. Burney, Contractor, in the amount of \$124,063.00 for construction of swimming pools and appurtenances at South Side Lions and Lincoln Parks, is hereby accepted.

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

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

SECTION 4. The following sums are hereby appropriated out of Fund No. 489-03, Parks Improvements Bonds, 1964, in connection with the contract authorized in Section 2 above:

- a. \$124,063.00 payable to R. L. Burney, Contractor for construction of swimming Pools & Appurtenances at South Side Lions and Lincoln Parks;
- b. \$2,000.00 as a Construction Contingency Account on this project;
- c. \$500.00 as a Miscellaneous expenses Contingency Account on this project; and
- d. \$8,054.87 payable to Walter E. Haggard & Associates, Consulting Engineers, as their fee for professional services on this project.

PASSED AND APPROVED this 9th day of April, 1964

John Gatti
M A Y O R - Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32228

AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE URBAN RENEWAL AGENCY FOR LEGAL SERVICES TO BE PERFORMED BY THE CITY ATTORNEY'S OFFICE IN CONNECTION WITH URBAN RENEWAL PROJECT I.

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

SECTION 1. The City Manager is authorized to execute a contract between the City and the Urban Renewal Agency of the City of San Antonio whereby the City's Legal Department is to provide certain legal services on Urban Renewal Project I, Tex. R-39. A copy of such contract is attached hereto and incorporated herein.

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

John Gatti
M A Y O R - Pro-tem

ATTEST: J. H. Inselmann
City Clerk

CONTRACT FOR LEGAL SERVICES

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT entered into this 23rd day of July, 1963, by and between the URBAN RENEWAL AGENCY of the City of San Antonio, State of Texas, hereinafter referred to as the "LOCAL PUBLIC AGENCY" and the CITY OF SAN ANTONIO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "CITY",

WITNESSETH:

WHEREAS, the LOCAL PUBLIC AGENCY has under date of July 24, 1961, entered into a loan and Capital Grant Contract with the United States of America providing for financial aid to the Local Public Agency under Title I of the Housing Act of 1949 as amended; and,

WHEREAS, pursuant to such contract, the LOCAL PUBLIC AGENCY is undertaking certain activities necessary for the planning and execution of a project, situated in the Project Area described below; and,

WHEREAS, the LOCAL PUBLIC AGENCY desires to engage the Legal Department of the CITY OF SAN ANTONIO TO RENDER Certain legal services and assistances in connection with such undertakings of the LOCAL PUBLIC AGENCY;

NOW, THEREFORE, the parties hereto do mutually agree as follows, to-wit:'

1. Scope of Services, The CITY's Legal Department shall perform the Legal services necessary in condemnation proceedings for the execution of Central West Area, Project I, Project Tex. R-39, San Antonio, Texas, in a satisfactory Manner.

2. MATERIALS TO BE Furnished CITY by LOCAL PUBLIC AGENCY.

a. The LOCAL PUBLIC AGENCY SHALL furnish the Legal Department of the CITY with copies of the Urban Renewal Manual and of pertinent Federal Statutes and Regulations supplied to it by the Housing and Home Finance Agency.

b. Detailed property description and ownership data supplied by the title company engaged by the LOCAL PUBLIC AGENCY SHALL be available to CITY's Legal Department for use in performance of the services required of it hereunder.

c. Items such as witness fees, court costs and other costs and fees in connection with litigation handled by the Legal Department pursuant hereto shall be billed to and paid by the LOCAL PUBLIC AGENCY.

3. Time of Performance. The services of the Legal Department are to commence the 24th day of July, 1963, and continue until the need for same on said project has ceased, unless terminated under Paragraph 6 below.

4. Compensation. It is understood and agreed that the CITY SHALL receive reimbursement from the LOCAL PUBLIC AGENCY for compensation paid by CITY to employees of its Legal Department for services performed hereunder. Said reimbursement shall include amounts ordinarily allotted by the CITY to employees' retirement, social security and expenses for travel performed at the request of the AGENCY.

5. Method of Payment. The CITY shall receive the compensation and/or reimbursement, as specified above, monthly, such payments being made with 20 days after the LOCAL PUBLIC AGENCY is billed for the previous month's services and/or expenses. It is expressly understood and agreed that in no event will the total compensation and travel reimbursement, if any, to be paid hereunder, exceed the maximum sum of eight thousand, five hundred Dollars (\$8,500.00) for all of the services required, it being understood that services involving litigation are estimated.

6. Termination. This contract may be terminated by either party upon giving 90 days' written notice. In the event of such termination, the CITY shall receive the compensation and reimbursement for the services rendered and/or travel expenses incurred up to the date of such termination.

7. Records. CITY shall keep records pertaining to the services to be rendered and travel expenses incurred under this Contract, and said records shall be open to inspection by the LOCAL PUBLIC AGENCY or the Housing and Home Finance Agency.

8. Renegotiation. CITY may, at any time during the term of this agreement, request renegotiation of the charges for legal services outlined herein and any changes so negotiated shall be incorporated as written amendments to this contract.

9. Assignment. The CITY shall not- sub-contract any services covered by this Contract or assign any interest in it without prior written approval of the LOCAL PUBLIC AGENCY.

10. Interest of members of LOCAL PUBLIC AGENCY. No member of the governing body of the LOCAL PUBLIC AGENCY, and no other officer, employee, or agent of the LOCAL PUBLIC AGENCY shall have any personal interest, direct or indirect, in this Contract.

IN WITNESS WHEREOF the LOCAL PUBLIC AGENCY and the CITY HAVE executed this Agreement as of the date first written above.

URBAN RENEWAL AGENCY OF THE
CITY OF SAN ANTONIO

ATTEST: Winston Martin
Secretary

By /s/ R. A. Nelson
Chairman
CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann
City Clerk

By /s/ B. J. Shelley
City Manager

Project: Storm Drainage No. 58
Parcel : 5366

AN ORDINANCE 32229

APPROPRIATING \$375.00 OUT OF STORM SEWER AND DRAINAGE BONDS, 1957, #479-13, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF OSCAR PEHL, EDWINN PEHL, ROSA PEHL SCHMIDT JOINED BY HER HUSBAND PETER SCHMIDT, META PEHL HAAS, A FEME SOLE, ERWIN PEHL, ALFRED PEHL, JR., ROSABEL PEHL, A FEME SOLE, ELVERA PEHL, CHESTER PEHL AND ERIC PEHL, CHESTER PEHL AND ERIC PEHL, NCM, WHO IS A PATIENT AT THE STATE HOSPITAL IN AUSTIN, TEXAS, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-38, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$375.00 is hereby appropriated out of Storm Sewer and drainage Bonds, 1957, #479-13, payable to the County Clerk of Bexar County, subject to the order of Oscar Pehl, Edwin Pehl, Rosa Pehl Schmidt joined by her husband Peter Schmidt, Meta Pehl Haas, a feme sole, Erwin Pehl, Alfred Pehl, Jr., Rosabel Pehl, a feme sole, Elvera Pehl, Chester Pehl and Eric Pehl, NCM, who is a patient at the State Hospital in Austin, Texas, as their interests may appear, said amount being the award of Special Commissioners in Condemnation Cause #c-38, County Civil Court at Law of Bexar County, Texas.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

Project : U. S. 90 West
Parcel : 663-4963

AN ORDINANCE 32230

APPROPRIATING \$700.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF R. A. PARRISH WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED HIS, AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTERVENORS AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-41 FOR THE PURCHASE OF LOT 5, BLOCK 1, NEW CITY BLOCK 11319, JENNINGS ADDITION AND BEING AN UNIMPROVED LOT LOCATED ON BLOCKER STREET IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$700.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County clerk of Bexar County subject to the order of R. A. Parrish whose address is unknown, and if married his wife and if deceased, their heirs and legal representatives whose addresses are unknown and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, Interveners, as their interests may appear, said amount being the Award of the Special commissioners in Condemnation Cuase #C-41 for the purchase of Lot 5, Block 1, New City Block 11319, Jennings Addition and being an unimproved lot located on Blocker Street in San Antonio, Bexar County, Texas.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32231

Project: U.S. 90 West
Parcel: 535-4835

APPROPRIATING \$4,700.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF E. N. McCOY, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED, HIS WIFE, AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN, AND EVERETT TAYLOR AND WIFE AGATHA TAYLOR, CLAIMANTS, AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTERVENORS, AS THEIR INTERESTS MAY APPEAR SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-40 FOR THE PURCHASE OF LOT 21, BLOCK 4, NEW CITY BLOCK 11,322, JENNINGS ADDITION, LOCATED AT 2330 ADAIR STREET IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$4,700.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County, subject to the order of E. N. McCoy, whose address is unknown, and if married, his wife, and if deceased, their heirs and legal representatives whose addresses are unknown, and Everett Taylor and wife Agatha Taylor, claimants, and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, intervenors, as their interests may appear, said amount being the Award of the Special Commissioners in condemnation Cause #C-40 for the purchase of Lot 21, Block 4, New City Block 11,322, Jennings Addition, located at 2330 Adair Street in San Antonio, Bexar County, Texas.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

Project: Kelly Access Road
Parcel: 5601

AN ORDINANCE 32232

APPROPRIATING \$130,365.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF OSCAR ANDRES ELIZONDO, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR AND TRUSTEE OF THE ESTATE OF MATILDE ELIZONDO, DECEASED, AURELIA ELIZONDO, A WIDOW, AURORA ELIZONDO, A FEME SOLE, DELMIRO I. ELIZONDO, A SINGLE MAN, CESAR M. ELIZONDO, AND DORA ELIZONDO GUERRA, JOINED BY HER HUSBAND, EXAVIER GUERRA AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD AND SAN ANTONIO INDEPENDENT SCHOOL DISTRICTS AND BEXAR COUNTY, INTERVENORS, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPEICAL COMMISSIONERS IN CONDEMNATION CAUSE NO. C-39 FOR THE PURCHASE OF 8.31 ACRES OF IMPROVED PROPERTY INCLUDING DAMAGES TO THE REMAINING PORTION OF DEFENDANTS' PROPERTY LOCATED ON FRIO CITY ROAD IN NCB 6679 AND NCB 6680 IN SAN ANTONIO, BEXAR COUNTY, TEXAS, NEEDED FOR THE KELLY ACCESS ROAD.

* * * * *

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

SECTION 1. The sum of \$130,365.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of Oscar Andres Elizondo, Individually and as Independent Executor and Trustee of the Estate of Matilde Elizondo, deceased, Aurelia Elizondo, a widow, Aurora Elizondo, a feme sole, Delmiro I. Elizondo, a single man, Cesar M. Elizondo, and Dora Elizondo Guerra, joined by her husband, Xavier Guerra and the taxing authorities for the City of San Antonio, the Edgewood and San Antonio Independent School District and Bexar County, Inter-venors, as their interests may appear, said amount being the Award of the Special Commis-sioners in condemnation Cause No. C-39 for the purchase of 8.31 acres of improved property including damages to the remaining portion of Defendant's property located on Frio City Road in NCB 6679 and NCB 6680 in San Antonio, Bexar County, Texas, needed for the Kelly access Road.

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

ATTEST: J. H. Inselmann
City Clerk

John Gatti
M A Y O R Pro-tem

A RESOLUTION

ADOPTING CERTAIN POLICIES AND PROCEDURES FOR GRANTING THE USE OF CITY PARK PROPERTY TO YOUTH BASEBALL ORGANIZATIONS.

* * * * *

WHEREAS, it is recognized that the various franchised Youth Base ball Organizations meet a definite need for recreational services to male children ages 8 through 18; and,

WHEREAS, IN ORDER to assist in this program the City of San Antonio, through its Parks and Recreation Department, will make available certain park property. This property is available to approved and franchised Youth Base ball organizations; NOW, THEREFORE,

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

SECTION 1. That leases or Use Grants will be effected between the City of San Antonio and the Youth Baseball Organizations, subject to the following stipulations and requirements.

- (1) That the Youth Baseball Organization be duly chartered or franchised by a national organization.
- (2) That the area or territory served by this Youth Baseball Organization be primarily within the corporate limits of the City of San Antonio.
- (3) That the Youth Baseball Organization be open to all persons regardless of race or religious affiliations.
- (4) That the Youth Baseball Organization agrees to use the property granted by the City of San Antonio only for the purpose of conducting a youth base ball program. And further, that any time that this property ceases to be used to conduct a youth baseball program, that permission to use this property shall automatically terminate.
- (5) The use agreement will be for two years, subject to renewal on a bi-yearly basis.
- (6) At the termination of this use agreement all improvements placed upon the property shall revert to the City of San Antonio.
- (7) The Youth Baseball Organization must agree to indemnify the City of San Antonio and hold harmless 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 Youth Baseball Organization must 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 \$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 agreement is in effect.

(8) That the Youth Baseball organization agrees to maintain the property in a good and reasonable state of maintenance throughout the duration of the agreement. The City of San Antonio will be the sole judge as to a reasonable state of maintenance.

(9) Due to the scarcity of available property, only such property as is needed for the construction of fields for legue play will be available to the Youth baseball Organization.

(10) All commercial advertising or commercial signs are restricted to the out-field fences. Further, that all advertising placed on the outfield fences be subject to the approval of the City of San Antonio through its Department of Parks and Recreation.

(11) Before any improvements are made by the Youth Baseball Organization to said property, all plans and specifications must be approved by the City of San Antonio through its Department of Housing and Inspections and its Department of Parks and Recreation.

(12) Each year at the anniversary date of the contract between the Youth Baseball Organization and the City of San Antonio, a complete financial statement must be submitted to the City of San Antonio, through the Office of the Director of Parks and Recreation. This report must contain the following information:

1. Value of physical improvements placed on property.
2. Gross receipts from concessions.
3. Gross receipts from advertising sold.
4. Donations.
5. Disbursements for physical improvements.
6. Disbursements for utilities, itemized as to water, electricity, and gas.
7. Disbursements for concessions.
8. Other miscellaneous disbursements.
9. Number of boys in program.

Failure to submit a yearly financial statement to the City of San Antonio will be grounds for cancellation of the land use agreement between the Youth Baseball Organization and the City of San Antonio.

(13) The City of San Antonio desires that as many boys as possible have the opportunity to actually participate in base ball, therefore, as a stipulation of this agreement, the Youth Baseball Organization must agree that every team member will be allowed to play a minimum of 1/3 of the total innings of games played during the regular season of play.

(14) The Youth Baseball Organization will make an application on the Standard application form obtained from the Office of the Director, Department of Parks and Recreation.

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

John Gatti
M a y o r Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32233

AUTHORIZING THE EXECUTION OF RELEASE OF ONE CERTAIN BROADWAY CURBING ASSESSMENTS LIEN. (JOHN W. GOODE, JR.)

* * * * *

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

SECTION 1. The City Manager is authorized to execute a release of lien on the West 124.8 feet of Lot 35, NCB 11889, for assessments levied by Ordinance 26978 as amended by Ordinance 28203 for the Broadway Curbing Project.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32234

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

* * * * *

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

The City Manager is authorized to execute a lease of space (Lease Area #3-1) at San Antonio International Airport to Nayak Aviation, Inc. A copy of said lease is attached hereto and incorporated herein.

PASSED AND APPROVED this 9th day of April, 1964

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 3-1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 32234, adopted April 9, 1964, (hereinafter called "Lessor"), and Nayak Aviation Corporation, a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Hangars 2 and 3
- B. Ground: Ramp Area

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building	24,003	.48	\$11,521.44	\$968.12
	582	.085	49.47	4.12
B. Ground	95,593	.04	3,823.72	318.64

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

3. TERM

The term of this lease shall be for the three year period beginning April 1, 1964.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: 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, dispost of or otherwise distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigations, aircraft mechanics, aerial survey, aerial photograph, aircraft design, theory and construction; and to engage in aeronautical and allied research.

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$10,000 to Lessor, conditioned on satisfactory performance of all terms, conditions and Covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

EXECUTED this 9th day of April, 1964.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner
Assistant City Manager

NAYAK AVIATION CORPORATION

BY: Elton Rust
Vice President

206 E. Terminal Dr.,
San Antonio, Texas
(Mailing Address)

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

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENENTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

1 GROSS RECEIPTS CHARGES

A. Computation:

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

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

of each year's applicable gross receipts.

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

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

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

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

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

C. Records and Reports:

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

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

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

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

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

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. Maintenance:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. Quality of services:

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

L. HOLDING OVER

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

M. Attorney Fees:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. Field Use Charges

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERALA. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 32235

AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR LEASE AGREEMENT WITH THE BOYS'S CLUB OF SAN ANTONIO ON CERTAIN CITY PROPERTY BOUNDED BY MATAMORAS, SOUTH LEONA AND SOUTH FRIO STREETS.

* * * * *

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

SEC. 1. The City Manager of the City of San Antonio is hereby authorized to execute a lease agreement on behalf of the City of San Antonio with the Boys' Club of San Antonio leasing to said Boys' Club of San Antonio certain tracts or parcels of land situated within the corporate limits of the City of San Antonio, in the County of Bexar, State of Texas, more particularly described as follows:

All that Tract of land owned by the City of San Antonio which includes Lot three (3), with the exception of a strip 8.34 feet east of the east line of Lot Two (2), which is a part of the swimming pool area, and all of lots Four (4), Five (5), Six (6), and Seven (7), in N.C.B. 281, bounded on the north by Matamoras Street, on the East by South Leona Street, on the South by an alley and on the west by South Frio Street, together with all improvements thereon located;

for a term of two (2) years beginning April 9, 1964, and terminating on April 8, 1966, at an annual rental of \$1.00 per year payable in advance to the City Tax Assessor and Collector.

SEC. 2. Said lease is attached hereto and incorporated herein.

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

JOHN GATTI
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS }
COUNTY OF BEXAR }

This contract, entered into by and between the City of San Antonio, acting by Gerald C. Henckel, Jr., its Assistant City Manager, pursuant to Ordinance No. 32235, adopted April 9, 1964, (hereinafter called "City"), and Boys' Club of San Antonio, a Texas private corporation acting by its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Boys' Club"), WITNESSETH:

1. That the City leases to the Boys' Club the following tracts or parcels of land situated in the City of San Antonio, County of Bexar, being more particularly described by metes and bounds as follows:

All that tract of land owned by the City of San Antonio which includes Lot Three (3), with the exception of a strip 8.34 feet east of the east line of Lot two (2), which is a part of the swimming pool area, and all of Lots Four (4), Five (5), Six (6) and Seven (7), in NCB 281, bounded on the north by Matamoras Street, on the east by South Leona Street, on the south by an alley and on the west by South Frio Street, together with all improvements thereon located.

2. Said Lease shall be for a two (2) year period commencing on April 9, 1964 and ending on April 8, 1966 providing that the City may, by giving a six (6) months written notice, with or without cause cancel and revoke said lease to use the property herein granted and may take possession of the same 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 Boys' Club.

3. The lease herein granted to the Boys' Club is with the express stipulation that said Boys' Club shall be entitled to use the above described premises during the term

hereof for only those purposes authorized by its charter. If at any time the premises cease to be used for these purposes, said lease is hereby expressly terminated. It is further agreed that the Boys' Club will not assign this lease, nor- sub-lease the whole or any part thereof, or any improvements situated thereon.

4. In consideration of the leasing of said property together with all improvements located thereon, the Boys' club agrees to pay to the City a total amount of TWO AND NO/100 (\$2.00) DOLLARS payable ONE AND NO/100 (\$1.00) DOLLAR annually in advance to the Tax Assessor-Collector of the City of San Antonio.

5. Upon termination of this lease the Boys' Club agrees to peacefully give up use of said property to the City. Upon termination or expiration of this lease all improvements place upon the property during the existence of the same shall be come the property of the City.

6. The Boys' Club agrees that it shall keep said premises in good repair during the term of this contract and it shall be responsible for and promptly pay all costs incurred through its use of public utilities such as gas, water, lights, etc.

7. The Boys' Club agrees to indemnify and hold harmless the City from and all damages that may be caused by the use of said property and shall protect and indemnify the City from 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 Boys' Club agrees 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 said policy. Such policy or policies shall be for not less than TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS for personal and bodily and injuries per person and ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS per accident and FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS for property damages. In addition thereto the Boys' Club shall obtain and maintain fire and extended insurance coverage in the amount of FIFTEEN THOUSAND AND NO/100(\$15,000.00) DOLLARS payable to the City covering the improvements located on said premises. Said policies shall be delivered to and kept by the City Clerk of the City of San Antonio and shall be maintained during the period of this lease.

8. In the event of any violation of any of the terms and conditions of this agreement by the Boys' Club the City shall notify the Boys' Club in writing and if the Boys' Club should fail within 30 days after receipt of such notice to remedy the breach or to perform and observe all of the covenants contained in this instrument the City may at its option cancel the lease and take possession of said premises without being guilty of any manner of trespass and all and every claim for damages for or by reason of such re-entry be expressly waived by the Boys' Club.

EXECUTED this 9th day of April, 1964.

CITY OF SAN ANTONIO

BY: Gerald C. Henckel, Jr.
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

BOYS' CLUB OF SAN ANTONIO

BY: President

ATTEST: Secretary

AN ORDINANCE 32236

ACCEPTING THE LOW BID OF HOME OWNERS LUMBER AND SUPPLY CO. FOR CONSTRUCTION OF TWO COMFORT STATIONS AND TWO SHELTERS IN SOUTHSIDE LIONS PARK AND ONE COMBINED FORFORT STATION AND SHELTER IN OLMOS BASIN GOLF COURSE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$12,548.00 OUT OF FUND NO. 479-18, PARKS IMPROVEMENT BONDS, AND AUTHORIZING PAYMENT OF SAME TO HOME OWNERS LUMBER AND SUPPLY CO.; APPROPRIATING OUT OF FUND NO. 479-18, PARKS IMPROVEMENT BONDS THE SUM OF \$1,000 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; AUTHORIZING PAYMENT OF THE SUM OF \$4,108.00 OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 11-03-18, TO HOME OWNERS LUMBER AND SUPPLY CO. FOR CONSTRUCTION OF BUILDING 5 AT OLMOS BASIN GOLF COURSE; AUTHORIZING THE SUM OF \$200.00 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT FOR THE CONSTRUCTION OF BUILDING 5 AT OLMOS GOLD COURSE OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 11-03-18.

* * * * *

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

SECTION 1. The attached low bid of Home Owners Lumber and Supply Co. in the amount of \$16,656.00 for the construction of two comfort stations and two shelters in Southside Lions Park and one combined station and shelter in Olmos Basin Golf Course and consisting of Buildings 1 and 2, Comfort Stations, Southside Lions Park; Building 3, Picnic Shelter, at Southside Lions Park; Building 4, Picnic Shelter with storeroom at Southside Lions Park; Building 5, Combined Comfort Station and Shelter at Olmos Basin Golf Course, be and the same is hereby accepted.

SECTION 2. The City Manager is authorized and directed to execute the standard public works construction contract for the project described herein, a copy of said contract being attached hereto and made a part hereof.

SECTION 3. The following sums are hereby appropriated out of Fund No. 479-18, Parks Improvements Bonds, in connection with the contract authorized herein:

- (a) \$12,458.00, payable to Home Owners Lumber and Supply Co., for the construction of Buildings 1, 2, 3 and 4 as further described in Section 1 hereof;
- (b) \$1,000 as a Construction Contingency Account on this project;
- (c) \$100 as a Miscellaneous Expenses Contingency Account on This Project.

SECTION 4. The Following sums are hereby authorized out of General Fund Special Project Account No. 11-03-18, Code 5-08, in connection with the contract authorized herein.

- (a) \$4,108.00 payable to Home Owners Lumber and Supply Co., for the Construction of Building 5 as further described in Section 1 hereof.
- (b) \$200 as a Construction Contingency Account on this project.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32237

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

* * * * *

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

SECTION 1. On the 23rd day of April, at 8:30 A.M., o'clock, in the City Council Chamber of the City Hall of the City of San Antonio, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of San Antonio, Texas, of the property described in Exhibit "A", which is attached hereto and made a part hereof.

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

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

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

FIELD NOTES FOR PROPOSED ANNEXATION OF A 72.638 ACRE TRACT OUT OF THE G. RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, COUNTY BLOCK 5077, BEXAR COUNTY, TEXAS; and BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT on the present City Limits Line, said point being on the northeast cut-off of the intersection of Loop 410 (I.H. 35) and EISENHAUER ROAD.

THENCE; S 40° 01'16" E, along said cut-off a distance of 119.35 feet to a point on the north line of Eisenhower Road.

THENCE; N 89° 46' 21" E, along the north line of EISENHAUER ROAD, a distance of 223.90 feet to an offset in said line.

THENCE; S 0° 13' 39" E, 25.00 feet to the present north line of EISENHAUER ROAD.

THENCE; N 89° 46' 21" E, along north line of EISENHAUER ROAD, a distance of 1888.73 feet to a point on the west line of FRATT ROAD.

THENCE; N 0° 14' 30" W, along the west line of FRATT ROAD, a distance of 620.47 feet to a point in the north right-of-way line of FRATT ROAD.

THENCE; N 89° 45' 30" E, Along the north line of FRATT ROAD, a distance of 511.00 feet to a point on a corner of a 67.263 acre tract, known as CAMELOT SUBDIVISION.

THENCE; N 0° 22' 30", W, a distance of 435.60 feet to a corner of CAMELOT SUBDIVISION.

THENCE; S 89° 45' 30" W, a distance of 1235.19 feet to the southwest corner of said CAMELOT SUBDIVISION.

THENCE; N 0° 12' 30" W, a distance of 1277.33 feet to the northwest corner of said subdivision.

THENCE; N 89° 45' 30" E, 2025.73 feet to a point on the west line of FRATT ROAD, for the northeast corner fo CAMELOT SUBDIVISION.

THENCE; S 0° 12' 30" E, along the west line fo FRATT ROAD, a distance of 441.78 feet to a point.

THENCE; S 0° 05' 30" E, 1321.16 feet along the west line fo FRATT ROAD to a point on the south line of FRATT ROAD.

THENCE; S 89° 45' 30" W, along the south line of FRATT ROAD, a distance of 1247.69 feet to an angle point in said road.

THENCE; S 0° 14' 30" E, along the east/line of FRATT ROAD, a distance of 620.47 feet to a point on the extension of the south line of EISENHAUER ROAD.

THENCE; S 89° 46' 21" W, along the south line of EISENHAUER ROAD and its extension, a distance of 1887.69 feet to an angle point.

THENCE; S 63° 12' 21" W, a distance of 55.90 feet to the southline of EISENHAUER ROAD.

THENCE; S 89° 46' 21" W, along the south line of Eisenhauer Road, a Distance of 222.81 feet to a cut-off on the southeast intersection of Loop 410 (I.H. 35) and EISENHAUER ROAD.

THENCE; S 49° 58' 43" W, along said cut-off, a distance of 173.19 feet to a point on the present City Limits Line.

THENCE; N 10° 11' 05" E, along the present City Limits Line, a distance of 307.42 feet to the point of beginning and containing 72.638 acres of land.

AN ORDINANCE 32238

GRANTING PERMISSION TO BUILD AN EIGHT-FOOT PRIVACY FENCE BETWEEN 507 AND 511 HATHAWAY DRIVE EAST.

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

- 1. Permission is granted to Mr. John Seagle and Mr. William C. Wilford to build an eight-foot privacy fence between 507 and 511 Hathaway Drive East.
- 2. PASSED AND APPROVED this 9th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32239

REJECTING ALL BIDS RECEIVED BY THE CITY FOR THE CONSTRUCTION OF SWIMMING POOLS AND APPURTENANCES AT CASSIANO PARK AND MONTERREY PARK.

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

SECTION 1. That all bids received by the City on April 7, 1964 pertaining to the construction of swimming pools and appurtenances at Cassiano Park and Monterrey Park are hereby rejected.

PASSED AND APPROVED This 9th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32240

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. 2124)

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

Lot 1, NCB 10836

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

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

4. PASSED AND APPROVED this 16th day of April, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32241

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

* * * * *

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

(Case No. 2116)

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

The west 50' of the south of 195.79'
of Lot 2, NCB 7576.

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 provided in Section 28.

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

4. PASSED AND APPROVED this 16th day of April, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32242

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. 2112)

The Rezoning and reclassification of property from "B" Residence District to "F" Local Retail District described by Field notes as follows:

Field notes to 0.5072 acres of land in New City Block 12040, San Antonio, Texas, being out of a 69.34 acre tract in the M.G. deAlaniz Survey No. 20, Bexar County, Texas: BEGINNING at a point in the east line of Pyle Road, 53' from its intersection with the south line of a 15' alley in N.C.B. 12040, This beginning point is the most westerly corner of the parcel herein described. THENCE in a southeasterly direction with the east line of Pyle Road with a curve to the right having a radius of 1279.55', a distance of 115.15' to the P.T. of said curve; THENCE continuing in a southeasterly direction with the east line of Pyle Road with a curve to the left having a radius of 227.06', a distance of 163.36' to the P.T. Of said curve; THENCE in an easterly direction with a curve to the left having a radius of 20.0', a distance of 31.42' to a parcel; THENCE along the cut-off at Blackwood Blvd. and Interstate highway 37 and with the south line of Interstate Highway 37, as follows: North 26 Deg. 05 Min. 10 Sec. East, 59.61; North 11 Deg. 12 Min. 10 Sec. West, 102.96'; North 60 Deg. 57 Min. 19 Sec. West, 175.12' to the point of beginning, and containing 0.5072 acres of land.

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

4. PASSED AND APPROVED this 16th day of April, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32243

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. 2120)

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

Lot A, Blk 2, NCB 10618

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

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

4. PASSED AND APPROVED this 16th day of April, A.D., 1964

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32244

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. 2111)

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

Lot 30, NCB 7586

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

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32245

APPROPRIATING THE SUM OF \$5,275.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS FOR THE ACQUISITION OF RIGHT-OF-WAY AND ACCEPTING SIX SEWER LINE EASEMENTS PERTAINING TO THE TERRELL ROAD SANITARY SEWER LINE AND ACCEPTING THREE MISCELLANEOUS EASEMENTS AND DEDICATIONS.

* * * * *

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

SECTION 1. The sum of \$5,275.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, for acquisition of right-of-way as follows:

a. \$3,275.00 payable to Stewart Title company as escrow agent for James Durham and Ned R. Durham for title to 0.9855 of an acre of land, more or less, in New City Block 8115, same being out of and a part of Lot 28, Block 33, Edgewood Addition, being Parcel 625-4925.

b. \$1,000.00 payable to Stewart Title Company as escrow agent for Irving Pressman, for title to 0.1523 of an acre of land, more or less, same being all of Lot 23, Block 24, New City Block 11.357, Madonna Village, Parcel 437-4737.

c. \$1,000.00 payable to Stewart Title Company as escrow agent for W. G. Johnson, Jr., a single man, Clara Johnson Felt, Edmond J. Felt, Willie Johnson Young, a widow, and Ruth Johnson Klein, a widow, for title to Lot 6, Block 4, New City Block 11322, Jennings Addition, being Parcel 521-4821.

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

SECTION 2. Easement Dedication of the South 10 feet of Lot 1, County Block 5899, City of Terrell Hills, Bexar County, Texas, granted by Louis T. Jahn and wife, Eugenia L. Jahn, is hereby accepted; Parcel E-591. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 3. Easement Dedication of the South 10 feet out of Lot 2, County Block 5899, City of Terrell Hills, Bexar County, Texas, granted by Donald L. Miller and wife, Wilma J. Miller, is hereby accepted. Parcel E-592. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 4. Easement Dedication of a certain portion of Lot 3, County Block 5899, Terrell Hills, Bexar County, Texas, granted by G. F. Keenan and wife, Eileen D. Keenan, is hereby accepted. Parcel E-593. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 5. Easement Dedication of the South 5 feet of Lot 4, County Block 5899, Terrell Hills, Bexar County, Texas, granted by Mrs. Van A. Petty, Sr., a widow, is hereby accepted. Parcel E-594. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 6. Easement Dedication of a certain portion of Lot 10, County Block 5899, Terrell Hills, Bexar County, Texas, granted by A. D. Grainger and wife, Dorothy M. Grainger, is hereby accepted. Parcel E-596. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 7. Easement Dedication of the north 5 feet of Lot 11, County Block 5899, City of Terrell Hills, Bexar County, Texas, granted by James H. Strauss and wife, Lucy M. Strauss, is hereby accepted. Parcel E-597. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 8. A sanitary sewer easement dedication of 10.00 feet out of Lot 20, Block 2, N.C.B. 11999, San Antonio, Bexar County, Texas, granted by Sam Lifshutz, is hereby accepted. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 9. An assignment of a sewer easement upon and across a strip of land 16 feet in width parallel with and adjacent to the south line of Tract 8-1/2 C.B. 4443 and extending from Vance Jackson Road to the east line of Tract 8-1/2 at the Southern Pacific Railroad right-of-way by H. B. Zachry Properties, Inc., is hereby accepted. A copy of said Assignment of Sewer Easement is filed herewith and incorporated herein by reference.

SECTION 10. Easement Dedication (Permanent and Temporary) for Storm Drainage Project #55 of certain portions of Lot 26, New City Block 2951, San Antonio Bexar County, Texas, granted by Godfried A. Scheel and wife, Rose K. Scheel, is hereby accepted. Parcel 5550-A. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32246

ACCEPTING THE BID AND AUTHORIZING A CONTRACT WITH EVERS AND EVERS TO OPERATE A PEDAL BOAT CONCESSION IS BRACKENRIDGE PARK FOR A TWO-YEAR PERIOD.

* * * * *

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

SECTION 1. That the attached high qualified bid of Evers and Evers, dated April 10, 1964, to operate a pedal boat concession on the San Antonio River at Brackenridge Park for the period commencing May 1, 1964 and terminating April 30, 1966, is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to enter into a contract covering the above concession on the same is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 23rd day of April, 1964

FOR CONTRACT SEE PAGE 273

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32247

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE CLEGG COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ONE OFFSET DUPLICATOR FOR THE POLICE DEPARTMENT FOR A NET OF \$1,176.00.

* * * * *

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

1. The attached low qualified bid of the Clegg Company dated April 17, 1964 to furnish the City of San Antonio, Police Department with one A. B. Dick #320 Offset Duplicator for a net total of \$1,176.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Police, Account No. 07-03-02, Code 5-20.

3. All other bids received are hereby rejected.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenney
Assistant City Clerk

AN ORDINANCE 32248

AMENDING A CONTRACT WITH WALTER HAGGARD AND ASSOCIATES TO INCLUDE THEREIN PLANS, SPECIFICATIONS AND ENGINEERING SERVICES FOR CONSTRUCTION OF THE SOUTHCROSS SWIMMING POOL AND DIRECTING THE CITY CLERK TO ADVERTISE FOR BIDS; ALSO DIRECTING THE CITY CLERK TO RE-ADVERTISE FOR BIDS PERTAINING TO CONSTRUCTION OF CASSIANO PARK AND MONTERREY PARK POOLS.

* * * * *

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

SECTION 1. The contract heretofore entered into by the City and Walter E. Haggard and Associates, consulting Engineers, to furnish engineering services, plans and specifications for construction of swimming pools as authorized by Ordinance No. 32085, passed and approved January 30, 1964, is hereby modified and amended to include the plans and specifications and engineering services for construction of an additional swimming pool to be known as the Southcross Swimming Pool.

SECTION 2. Said contract is further amended to provide for a fee of 8% to Walter E. Haggard and Associates for such engineering services pertaining to the Southcross Pool.

SECTION 3. Section II-2 and Section III-C of the above mentioned contract is hereby deleted and said sections shall not pertain to the construction of the Southcross Swimming Pool nor to the construction of Cassiano Park and Monterrey Park Swimming Pools.

SECTION 4. The City Clerk is hereby directed to advertise for construction bids on the Southcross Pool and also to re-advertise for bids for the construction of the Cassiano Park and Monterrey Park Pools.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenney
Asst. City Clerk

ACCEPTED this 23rd day of April, 1964.

WALTER E. HAGGARD AND ASSOCIATES

BY: /s/ Walter E. Haggard
310 E. Ashby

PROFESSIONAL SERVICES CONTRACT

State of Texas
County of Bexar
City of San Antonio

Contract For

The development of plans and specifications and to provide general supervision for the construction of swimming pools as set forth below.

SECTION 1.

This agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Walter E. Haggard, an individual, d/b/a Walter E. Haggard & Associates, Consulting Engineer, hereinafter termed "Consultant", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultant for engineering and/or architectural services hereinafter set forth in connection with the following designated Project for the City of San Antonio:

For the purpose of this Contract, the term "Project" shall be interpreted to mean "Four (4) similar designed swimming pools and appurtenances to be located at Hi-Lions Park, Lincoln Park, Cassiano Park, and Monterey Park", and Construction Projects shall be developed in two (2) groups, namely, Hi-Lions and Lincoln Parks locations, and Cassiano and Monterey Parks locations, and all the provisions of this Contract shall apply to the four locations and two (2) construction projects. *Southcross Swimming Pool added by Ord 32 248, 4-23-64*

- I. This contract between the City and the Consultant provides that the Consultant shall furnish the following in the development of the above described project.
- II. The Consultant shall not commence work on this proposed project until he has received written notification from the City. He shall render the following professional services necessary for the development of the project to final completion of the plans and specifications, including any special and general conditions and instructions to bidders as acceptable to the Director of Public Works and the Director of any other Department interested in the improvements.
 - A. The Consultant shall perform his obligations under this contract in three (3) phases, namely, (1) the preliminary phase, (2) the design phase, and (3)

The Construction phase.

1. Preliminary Phase: The Consultant shall
- a. Attend preliminary conferences with City officials regarding the proposed project, its general design and functions.
 - b. Prepare a preliminary study and report of the proposed project in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the project site or right-of-way and provide alternate solutions which may be available to the City; furnish preliminary sketches, layouts, proposed location maps showing existing boundaries or right-of-way lines and possible encroachments on City property, and where required, additional right-of-way needs; furnish a cost estimate based on the preliminary study of the proposed construction (excluding land costs). The report shall include the Consultant's specific recommendations regarding the feasibility of the project as shown in the preliminary documents.
 - c. Furnish the City with five (5) copies of the preliminary phase documents including any and all of those mentioned immediately above. Furnish also an estimate of the time that will be required also an estimate of the time that will be required to complete the plans and specifications for advertising for the construction of the project.

② The Consultant hereby agrees, upon request of the Director of Public Works, to furnish the City with documents required by the design phase set forth herein within thirty (30) days subsequent to the adoption of the Ordinance manifesting this Agreement.

3. Design Phase: The Consultant shall
- a. Perform all field surveys, and where necessary, site topography required to collect information needed in the design of the project, establishing or locating at least two Bench Marks set to U. S. coast and Geodetic Survey Datum.
 - (1) He shall plan and supervise such surveys as foundation investigations, soil borings, and other tests required for design of the project when specifically authorized by the Director of Public Works as set forth hereinafter.
 - b. Furnish when necessary all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants, or planning advances.
 - c. Prepare detailed contract drawings, specifications, instructions to bidders, general provisions, wage rates, all based on guides furnished the Consultant by the City after authorization has been received from the Director of Public Works to proceed with the final plans. These designs shall combine in all respects the application of sound engineering and/or architectural principles with a high degree of economy and, if required, be submitted to the applicable State and/or Federal Agency from which approval must be obtained. Design Standards, if available for similar structures within the general geographical area of the City, shall be utilized when economy in construction can be obtained without reducing the quality of work or structural strength of any portion of the project. Design standards of other agencies, when approved by the City, shall be used when so directed by the Director of Public Works.
 - (1) Detailed specifications shall be developed using City of San Antonio or Texas Highway Department standards where such standards are available and applicable.
 - (2) A Specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to Consultant by the City for incorporation in the specifications for the proposed project.
 - d. Prior to the actual printing and delivering of the final plans and specifications, and advance copy of them shall be submitted to the Engineering Division of the Public Works Department for approval or corrections that may be deemed necessary. When such approval has been obtained of this advance copy, then the Consultant shall be directed to proceed with the final development of these plans and specifications, furnishing the City with ten (10) sets. Should additional sets over and above the ten sets be required for distribution to interested bidders or suppliers of materials or equipment, then the Consultant shall be paid for that number in excess of the ten on a price mutually agreed to by the Consultant and the City.
 - e. The final plans shall be so prepared that corrections and/or additions may be made as the construction work progresses and the Consultant shall furnish upon completion of the project by the construction contractor one set of reproducible prints showing all items of work as actually installed in the project, or as is commonly referred to as "As-Built" plans.

*Added
by Ord. 32248
4-23-64*

- f. The consultant or his representative shall attend the formal opening of bids by the City Clerk and shall tabulate and furnish a reproducible and five copies of the bid tabulation together with his recommendation regarding the award of the contract.
- g. The Consultant shall furnish plans based on the appropriate requirements as attached hereto and made a part hereof for (1) Sanitary Sewer Projects, (2) Street Projects, or (3) other specific types of projects when this contract provides for the development of plans and specifications for these types of projects. Appendix No. None when attached hereto sets forth the appropriate requirements.

4. Construction Phase:

The Consultant shall

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

III. Period of Service

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

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

*deleted
by Ordinance
32248
4-23-64* → (C)

In the event a specific date is desired by the City for completion of either the preliminary phase, the design phase, or both, such date shall be set forth herein after consultation with the Consultant and the Consultant shall consider such date of prime responsibility in the prosecution of the entire agreement. " It is agreed between the City and the Consultant that both the Preliminary and Design Phases will be completed within thirty (30) days subsequent to the adoption of the ordinance wherein the selection of the Consultant (Engineer) was approved by the City Council."

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

IV. Coordination With City

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

V. Fee Schedule

For and in consideration of the services to be rendered by the Consultant in this agreement, the City shall pay and the Consultant shall receive the fee as set forth in attachment hereto which is made a part hereof and identified as Appendix "B", FEE SCHEDULE - SWIMMING POOLS PROJECT.

VI. Revisions to Drawings and Specifications

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

VII. Ownership of Documents

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

VIII. Termination

The City may terminate this agreement at any time by a notice in writing to the Consultant upon determination by the Director of Public Works that any provisions have not been complied with. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Consultant promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, less such payments on account of the fee as have been previously made, copies of all completed or partially completed design, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

IX. Consultant's Warranty

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

X. Claims Against the City

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

XI. Compliance with Laws and Ordinances

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

XII. Assignment or Transfer of Interests

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

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

SECTION 2.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the city Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk; and the said Consultant, acting by the hand of Walter E. Haggard thereunto duly authorized Owner does now, sign, execute and deliver this instrument.

DONE at San Antonio, Texas, on this 14th day of February, A.D., 1964.

CITY OF SAN ANTONIO

BY: /s/ Gerald C. Henckel, Jr.
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

WALTER E. HAGGARD & ASSOCIATES

BY: /s/ Walter E. Haggard,
Owner

APPENDIX "B"

FEE SCHEDULE - SWIMMING POOLS PROJECT

Payment for services described in this Agreement shall be made to the Consultant on the following fee basis:

Construction Project I - Hi-Lions Park Pool - Nine (9) Percent
Lincoln Park Pool - Four (4) Percent

Construction Project II - Cassiano Park Pool - Five & one-fourth (5 1/4) percent

Monterey Park Pool - Four (4) percent

*Ordinance 32248
4-23-64 - Sautherose Swimming Pool - 8% Eight Percent*

For the purpose of establishing portions of the above fee for the separate phases of the project as developed, the City shall pay and the Consultant shall receive:

1. Upon completion, acceptance and approval of the Preliminary Phase and the Design Phase by the City -
Seventy-Five Percent (75%)
2. Payment will be made in monthly installments for the Construction Phase in proportion to the construction work completed on the four (4) swimming pool structures and appurtenances as the two (2) Construction Projects are completed by the Construction Contractor(s)
Twenty-Five Percent (25%)
3. If construction project awarded for less than \$1,000,000.00, ten percent (10%) of the total fee due in the Construction Phase will be retained and paid within thirty (30) days after acceptance of the completed project; if construction project awarded is for \$1,000,000.00 or more, the retainage will be five percent (5%) of the total fee due in the Construction Phase.
4. It is to be understood that although the amount paid the Consultant as that portion of his fee due for the Preliminary Phase and Design Phase may be based upon his estimate of the cost of the construction project, this fee will be adjusted to conform to the fee due the Consultant based upon the actual award of the construction contracts and their total amount. Any additions, modifications, or alterations made to the Construction Projects after their award will be considered in the total cost of the project and the consultant shall be paid based upon this actual total cost of the project, and any adjustments necessary in partial payment of his total fee will be corrected to agree with the final cost of the project.

5. Should the City elect to modify or delete portions or segments of this project after award of the construction contracts has been made, then appropriate adjustment will be made based upon the revised construction contract cost. However, the Consultant shall be paid for the Preliminary and Design Phase for the segment or portion deleted from the project on the basis of the lowest bid received on this segment or portion of the construction project whether or not the contractor submitting the low bid was awarded the contract.
6. Should the Consultant develop the Preliminary Phase and Design Phase of the project and the City elects to abandon or cancel the project for any reason, the consultant shall be paid for the proportionate part of the Preliminary and Design Phase completed by the Consultant based upon the estimated construction cost of the project as approved by the City. This payment shall constitute full and final payment to the Consultant for the work performed by him in development of these phases of the proposed project as described heretofore. Otherwise payment shall be made as stated above.
7. If the Consultant develops all or any portion of the Design Phase and the City elects to modify the project, then the Consultant shall be paid for that portion of the Design Phase only previously approved which has been completed by the Consultant at a mutually agreed amount. The new Design Phase based on the modification shall then be performed in accordance with the fee provided under "Fee Schedule" and the percentage allocations as set forth in this Appendix.
8. Services Not Included in Above Fee - The fees as described above for the preliminary, design and construction phases of the project shall provide compensation to the Consultant for all services called for under this agreement to be performed by him or under his direction except the services set forth below. These excluded services and the compensation being paid by the City to the Consultant for their performance when authorized in writing by the Director of Public Works are set forth as follows:

Service

Basis of Compensation

- | | |
|---|--|
| <p>(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.</p> | <p>Furnished directly by City or to be agreed upon in writing.</p> |
| <p>(2) Restaking (to be done only when requested in writing by City.
 (a) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be re-established. Restaking shall be done as required, and a cut sheet bases on such restake shall be prepared.
 (b) Drainage and sanitary sewer Projects.</p> | <p>Salary cost plus 25% and reimbursement for other direct costs. Total cost not to exceed \$70.00 per 1,000 lineal feet of street.

To be agreed on in writing.</p> |
| <p>(3) Additional copies of reports, and additional blueprint copies of drawings and specifications over ten unless otherwise agreed.</p> | <p>Direct costs at standard reproduction cost.</p> |
| <p>(4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project.</p> | <p>\$100.00 per diem for each day in which Consultant's presence is required by Owner.</p> |
| <p>(5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments.</p> | <p>To be agreed upon in writing</p> |
| <p>(6) Any extra services not included in contract but authorized by City in writing.</p> | <p>To be agreed upon in writing.</p> |

- - -
AN ORDINANCE 32249

*Amended 497
Ord 3/3/65
7/8/65 +
Ord 324914
Oct 21, 1966
amended
[Signature]*

ACCEPTING THE BID AND AUTHORIZING A CONTRACT WITH PHILIP J. SHERIDAN FOR FOOD AND BEVERAGE CONCESSIONS AT 5 CITY SWIMMING POOLS AND 3 BALL DIAMONDS AND 3 SPORTS CENTERS FOR THE PERIOD MAY 1, 1964 THROUGH OCTOBER 31, 1966.

* * * * *

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

SECTION 1. That the attached high qualified bid of Philip J. Sheridan, dated April 10, 1964, for the operation of food and beverage concessions pertaining to 5 City swimming pools and 3 ball diamonds and 3 sports centers for the period May 1, 1964 through October 31, 1966 is hereby accepted.

SECTION 2. The City Manager is hereby authorized to enter into a contract covering the above concessions and the same is attached hereto and made a part hereof for all purposes.

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

W. W. McAllister
MAYOR

ATTEST: J. C. Kenny
Assistant City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter called "City", and Philip J. Sheridan, hereinafter called "Concessionaire", in words and figures as follows:

W I T N E S S E T H:

1. City does hereby grant Concessionaire the right and privilege of operating food and beverage concession for five (5) City swimming pools, three (3) City ball diamonds, and three (3) City sports centers.

2. The term of this contract shall be for the period beginning May 1, 1964, and terminating October 31, 1966.

3. Termination Provisions: Concessionaire must adhere to all specifications and requirements set forth herein; all City rules, regulations, codes, ordinances and charter; all county, state and federal laws applicable to food and beverage establishments of this type. Further, this contract and concessionaire's rights to operate a food and beverage concession, and occupy concession premises hereunder, shall terminate upon the occurrence of any of the following:

- a. Concessionaire's failure to comply with any of the provisions herein stated within twenty (20) days after receipt of written notice from the City specifying the failure;
- b. The filing by Concessionaire of a voluntary petition of bankruptcy;
- c. The taking by a court of jurisdiction of Concessionaire as a bankrupt;
- d. The appointment of a receiver of Concessionaire's assets.

This contract is strictly personal with the Concessionaire herein and the contract shall automatically cease and terminate in the event of his death or incapacity, with no survivors rights in the contract.

4. Concession Area: The concessions will be operated in the existing City owned buildings at these locations:

- a. Swimming pools: San Pedro Park, Concepcion Park, Elmendorf Lake, Roosevelt Park, and Woodlawn Park;
- b. Ball Diamonds: Pittman Sullivan Ball Diamond and Ball Diamonds One and two at San Pedro Park;
- c. Temporary or mobile concessions as approved by the Director of Parks and Recreation, may be established at the following sports centers; Hi Lions, Olmos Basin and Normoyle.

Any modifications or repairs to the existing facilities must be at the expense of the Concessionaire, as approved by the Director of Parks and Recreation, and any permanent structures or facilities become property of the City upon termination of the concession agreement.

5. Rights and Privileges of Concessionaire: This exclusive concession, right and privilege, for the term indicated, authorizes the sale of ice cream soft drinks, candy cigars, cigarettes, tobacco, sandwiches, novelties, souvenirs, peanuts and popcorn. In addition to the items enumerated above, as authorized for sale at the swimming pools, beer may be sold only at the Pittman Sullivan and San Pedro Park ball diamonds.

6. Minimum Menu and Maximum Prices:

a. The following is a list of items which are to be available for sale, with maximum prices to be charged for each item at Swimming Pools and Ball Diamonds:

SWIMMING POOLS:

Snow Cones, 7 oz.	\$.10
Ice Cream Cones, 2 dip		.10
Soda Water, 7 oz.		.10
Soda Water, 12 oz.		.20
Pop Corn, 3 1/2" x 8 1/2" Bag		.10
Hamburger, 2 oz. Pattie on 4" Bun		.30
Coffee, 6 oz.		.10
Hot Dog, 5" long x 25 MM Diameter on 6" x 2 1/8" Bun		.20
Hot Dog, same size, with ladle of Chile		.25
Cigarettes, all brands and sizes		.35

Ball Diamonds:

Snow Cones, 7 oz.	.10
Soda Water, 7 oz.	.10
Soda Water, 12 oz.	.20
Beer, 12 oz. Texas (Only at ball diamonds)	.30
Cigarettes, all brands and sizes	.35

b. The Concessionaire is not limited to sale of these items only, however, each additional item offered for sale and the price thereof must be in accordance with this minimum list and must be approved in writing by the City of San Antonio, through the Director, Department of Parks and Recreation.

c. The list above is used only to arrive at maximum prices charged and does not imply that prices listed must necessarily be prices charged except that prices of items will not exceed prices included on the list.

7. Times Concessions are to be Open for Business: The concession operations will be open for business normally during the hours the respective recreational facilities are open and as determined by the the Director of Parks and Recreation. In case any swimming pool must be closed because of a mechanical breakdown, or for any other cause beyond the control of the Parks and Recreation Department, the Concessionaire will have no recourse against the City. Major reconstruction may be anticipated at the San Pedro Ball Diamonds, which will necessitate closing the facilities from about September 1, 1964, until about June 1, 1964, with the understanding that such closings will permit no recourse against the City of San Antonio.

8. Specific Provisions: The Concessionaire shall operate and maintain the concessions in the prescribed areas, and shall fulfill these specific requirements in addition to all other rules, regulations and requirements as set forth in this bid:

a. Concessionaire shall comply with all building, plumbing, electrical, etc., codes and regulations in the installation of concession.

b. Concessionaire will abide and meet at all times all city, state and federal health regulations and laws governing food establishments. This applies to the installation period as well as the operation period.

c. Concessionaire agrees to make certain improvements and install certain equipment and furnishings at various concession locations as itemized and listed in "Exhibit A" consisting of ten pages, that is attached hereto and made a part hereof.

d. The City will not, during the term of this agreement, enter into any other agreement with any other person or persons which would permit a similar concession operation in any location included in this agreement.

e. Vending Machines may be installed by the Concessionaire, but only as specifically approved in writing by the City, through the Director of Parks and Recreation.

f. Concessionaire shall provide sufficient food and beverage concession employees to adequately service the concession operation. Such employees shall wear neat uniforms while on duty and shall conduct themselves with courtesy toward all patrons. Concessionaire employees whose conduct is discourteous or objectionable on any reasonable ground, shall be removed by Concessionaire on written request of the Director of Parks and Recreation.

g. The Concessionaire will furnish all gas, water and electricity, will pay for the service or maintenance charge of such utilities, and will furnish all connections, materials, etc., to the necessary places to receive the gas and water and electricity.

h. Concessionaire will be responsible for the custodial maintenance of the concession areas, to include furnishing garbage cans, and insuring that all garbage, trash and litter is collected and removed from the areas.

i. Appropriate signs may be erected or installed upon the written approval of each such sign, by the Director, Department of Parks and Recreation.

j. Concessionaire must display for the viewing of all customers a complete price list of all food and beverage items for sale. Price list will be located in clear view at the serving or dispensing area. Prices on machine-type food and beverage dispensers must be clear as to each item.

k. The Concessionaire may not use any of the concession area or facilities at any location prescribed herein, for any purpose except as provided in this agreement.

l. The concessionaire may not assign this concession without the written consent of the City Council of the City of San Antonio.

m. The Concessionaire covenants and agrees that at the termination of the contract, to be entered into hereby, he will surrender such facilities assigned to him to the City with-out notice further than as herein provided, in as good condition as when the same was entered upon by them, reasonable wear and tear excepted. Any holdover of the premises, or any part thereof, demised herein after the termination of the contract or after Concessionaire has been notified to vacate in writing by the City shall be a tendency at the rate of \$400.00 per week.

n. All beverages sold by Concessionaire at any location must be served in paper containers.

9. Insurance Requirements: Concessionaire agrees to save and hold City harmless from all loss and damage arising out of the operation of said Swimming Pool and Ball Diamond Concession, as described and provided for herein, and in this connection Concessionaire shall carry public liability insurance, which will include products liability, covering Concessionaire's operation or or about the concession area, with limits of not less than \$25,000 because of bodily injury to or death of one person in any one accident or occasion, and subject to said limits for one person, in the amount of \$100,000 because of bodily injury to or death of two or more persons in any one accident or occasion, and in the amount of \$5,000 because of injury to or destruction of property of others in any one accident or occasion. Concessionaire shall deposit with the City Clerk a certificate of an insurance company authorized to do business in the State of Texas showing that concessionaire has in force indemnity insurance against any such liability, with the City of San Antonio designated therein as an additional insured, and it being fully understood that the insurance coverage herein provided for shall be for the joint protection of the City and Concessionaire. Such policy shall also contain the following provision: "It is agreed that the insurer shall notify the Director of Parks and Recreation and the City Clerk of the City of San Antonio of any alteration, renewal or cancellation of this policy, and this policy shall remain in force until 10 days after such notice is given."

10. Surety Bond Requirements: The Concessionaire will cause to be made, executed and furnished to the City of San Antonio, a Surety Bond, acceptable to the City, in the amount of Six Thousand (\$6,000.00) Dollars conditioned on the faithful performance of all conditions and covenants of the contract.

11. Annual Minimum Guarantee, and Payments to the City:

a. As consideration and payment for the concession rights herein granted, Concessionaire agrees and promises to pay to the City without demand thirty-six and six-tenths per cent (36.6%) of the gross receipts from said concessions or an annual minimum guarantee of \$12,000.00 whichever is greater for the City of San Antonio guarantee of \$12,000.00 whichever is greater for the City of San Antonio. Said minimum guarantee is payable \$1,000.00 each month, with payments due on or before the 10th day of each month, the first payment is due in May of 1964; all payments to be submitted to:

Tax Assessor-Collector
City Hall Annex
506 Dolorosa Street
San Antonio, Texas

b. The Concessionaire shall also forward a check payable to the City of San Antonio in the amount of the excess of monthly computed commission over the monthly minimum guarantee. The monthly computed commissions referred to above shall be the contract commission percentage of the previous month's gross receipts. This payment shall be made on or before the 10th day of each month.

c. If Concessionaire shall neglect or fail to pay any amounts owed to the City on the due date as provided for herein, the City may at its option cancel this agreement and terminate this lease; further provided, that if the Concessionaire or his representative, shall neglect or fail to perform and observe any covenant, promise, condition, or obligation herein, which on the Concessionaire's part is to be performed and/or observed, or if its personal property shall be taken on execution, or if Concessionaire shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors; then, in such case, the City or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises or any part thereof in the name of the whole and repossess the same as to its former estate, and expel the Concessionaire and those claiming under him and remove his effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Concessionaire's covenants, promises and/or conditions herein contained, and without having to answer to the lessee, or those holding under him for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph to-wit: The option of the City to terminate this lease and repossess said premises in event of Concessionaire's failure to pay the rental or any installment thereof.

12. Gross Receipt: The term "Gross Receipts" as used herein means the aggregate amount of all money and the value of any service or other thing of value received by Concessionaire in payment for food and beverage concession, or any service rendered by Concessionaire in connection therewith with the following exceptions:

a. Vending Machines - Vending machines may be installed upon written request from the concessionaire for each such machine and as approved by the City in writing through the Director of Parks and Recreation. The written request to install vending machines will state specifically the percentage of net revenue the City will receive.

b. Sale of Cigarettes - Cigarettes, all brands and sizes, will be sold at 35¢ per package. The City's share of receipts will be as follows:

(1) Over the Counter Sales: "Cigarettes" - 4% of gross. "Other Tobacco Items" - 4% of gross. (Maximum prices must be approved in writing by the City through the Director of Parks and Recreation).

13. Financial Records:

a. Concessionaire agrees to provide City with itemized statement at such intervals and in such form as shall be prescribed by the City's Director of Finance, and shall keep such books and records as shall permit independent verification of the itemized statements. Copies of said records shall be provided the Director of Parks and Recreation when requested. Concessionaire agrees to permit the City's Director of Finance or his agents to inspect the records required hereunder at any item. In addition, the concessionaire's books and records shall be maintained in accordance with generally accepted accounting principles and procedures. Only mechanically or electrically operated cash registers visibly showing charges made will be used by concessionaire.

b. Concessionaire agrees to collect and pay to the appropriate tax collecting authority all federal, state and local excise or sales taxes which may be imposed upon the transactions of its business, and shall be solely responsible therefor. Such taxes, when collected and paid, shall not be considered a part of the "gross receipts" as that term is used herein. Concessionaire further agrees to pay promptly all federal, state, county, and municipal taxes; all occupational licenses and permit fees, and personal property taxes, all of which shall be considerable in computing the "gross receipts", as the term is used herein.

14. Delinquent Taxes: In the event that Concessionaire allows any of their taxes owed to the City of San Antonio to become delinquent, such fact shall constitute grounds for cancellation of this contract by the City.

15. Entire Agreement: The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City being expressly waived by the Concessionaire, it being understood that the Charter of the City requires that all contracts with the City be in writing or adopted by ordinance.

16.. EXECUTED this 23day of April, A. D., 1964.

CITY OF SAN ANTONIO

By: Gerald C. Henckel, Jr.
Assistant City Manager

PHILIP J. SHERIDAN
Concessionaire

By: Philip J. Sheridan

AN ORDINANCE 32250

AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO INTERNATIONAL SHOPS, INC.

* * * * *

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

The City Manager is authorized to execute an amendment to a lease of space (Lease #30-47) at San Antonio International Airport to International Shops, Inc. A copy of said amendment is attached hereto and incorporated herein.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assist. City Clerk

Amendment #1, Lease 30-47

STATE OF TEXAS

COUNTY OF BEXAR

This agreement, entered into by and between the City of San Antonio, a Texas municipal corporation, acting by and through David A. Harner, its Assistant City Manager pursuant to Ordinance # 32250, adopted April 23rd, 1964, (hereinafter called "Lessor"), and International Shops, Inc., a Texas private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors (hereinafter called "Lessee"), witnesseth:

That certain lease (Authorized by Ordinance 31893) executed by the parties hereto, dated November 19, 1963, of space (Lease No. 30-47) at San Antonio International Airport is hereby amended as follows:

I.

Section 1 A (page 1) is amended to delete Room 118 (155 Sq. Ft.) in the Main Terminal Building from the premises leased.

Section 2A (page 1) is amended accordingly to provide an annual rental of \$2,310.00 payable in monthly amount of \$192.50.

II.

Section 6 (page 2) of said lease is amended to provide that Lessee may deposit cash, a surety bond or U. S. Treasury Bonds (Bearer bonds) in the sum of \$1,150.00 with the City Clerk to comply with said section.

III.

This amendment shall be effective April 1, 1964, all other terms and provisions shall remain in force and effect during the remaining term of the aforementioned lease.

Executed this 23rd day of April, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner,
Assistant City Manager

ATTEST: J. C. Kenney
Assistant City Clerk

INTERNATIONAL SHOPS, INC.

BY: W. H. Magruder
President

ATTEST: Eleanor W. Magruder
Secretary

*Amended
ord 3323
+1/23/64
amended
ord 3322*

AN ORDINANCE 32251

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO W. B. WILLIS.

* * * * *

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

The City Manager is authorized to execute an amendment to a lease (Lease 31-7) of space at San Antonio International Airport to W. B. Willis. A copy of said amendment is attached hereto and incorporated herein.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

Amendment #2: Lease 31-7

STATE OF TEXAS
COUNTY OF BEXAR

This agreement, by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter called "Lessor"), acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32251, adopted April 23rd, 1964, and W. B. Willis, doing business under his own name (hereinafter called "Lessee"), witnesseth:

That lease dated August 21, 1962, (Authorized by Ordinance 30557), amended pursuant to Ordinance 31324, of space at San Antonio International Airport (Lease Area 31-7), is hereby amended as follows:

I.

Section 1 (page 1) thereof is amended to increase the area leased to 507 sq. ft. in the Terminal Annex Building. The increased area is shown in an exhibit, marked "Exhibit 2", attached hereto and incorporated herein.

II.

This amendment shall be effective April 1, 1964.

III.

The term of said lease shall be extended to April 30, 1965.

IV.

All other terms and conditions in said lease shall remain in force and effect.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

W. B. Willis, Lessee

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32252

AUTHORIZING THE EXECUTION OF LEASES OF SPACE AT INTERNATIONAL AIRPORT TO SATURN AIRWAYS, INC.

* * * * *

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

The City Manager is authorized to execute leases of space in the Terminal Building and in the Terminal Annex Building at San Antonio International Airport. A copy of each of said leases (No. 30-37 and 31-6) is attached and incorporated herein by reference.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

LEASE NO. 31-6

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the city of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 32252, Adopted April 23rd, 1964, (hereinafter called "Lessor"), and Saturn Airways, Inc., a private corporation, chartered under the laws of Florida, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 496 sq. ft. in Annex Terminal Building
 B. Ground:

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	496	\$ 2.40	\$1190.40	\$99.20
B. Ground:				

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

3. TERM

The term of this lease shall be for the one-year period beginning April 23, 1964.

4. USE(S) OF PREMISES

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

Offices for a certified scheduled and supplemental airline.

5. LIABILITY INSURANCE -

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$50,000 for one person and \$1,000,000 for one accident for personal injuries, and \$200,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provisions: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$600 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS and COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraphs 1 (Gross Receipts clause) which have been deleted therefrom. 4B, 4I and 6A.

EXECUTED this 23rd day of April, 1964.

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

SATURN AIRWAYS, INC. Lessee

ATTEST: J. C. Kenny
 Assistant City Clerk

BY: Herbert H. Burg
 Executive Vice President

P. O. Box 48-182, Airport Branch
 Miami 48, (Mail Address) Florida

ATTEST: G. F. Steadman Hinckley
 Asst. Secretary & Vice President

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

of each year's applicable gross receipts.

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

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

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

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

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

D. AUDIT.

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

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

discrepancy the full cost of the audit shall be borne by Lessee.

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

- (a) Base Rental Rate(s) = adjusted Rental Rate(s)
(b)

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

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

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

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

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

3. USE(s) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. Additional Construction:

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

B. Maintenance:

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

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

C. PAYMENT OF TAXES, ETC.:

It is an express condition of this lease that Lessee shall pay all federal, state and local government taxes, license fees and occupation taxes levied on the business conducted on the leased premises, or on any of Lessee's property used in connection therewith.

Delinquency in payment of such obligations, at the option of Lessor, shall be cause for termination of this lease.

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. Removal Of Trash:

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

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The Taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. Replacement After Damage

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

SEE PAGE 256 , ORDINANCE 32246

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:-

This contract made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter called "City", and George Evers, d/b/a Evers & Evers, hereinafter called "Concessionaire", in words and figures as follows:

W I T N E S S E T H :

1. City does hereby grant Concessionaire the right and privilege of operating pedal boats for hire on the San Antonio River in Brackenridge Park.
2. The term of this contract shall be for a period of two years, beginning on the 1st day of May, 1964, and ending the 30th day of April, 1966.
3. Termination Provisions: Concessionaire must adhere to all specifications and requirements set forth herein; all City rules, regulations, codes, ordinances and charter, all county, state and federal laws applicable to a concession establishment of this type. Further, this contract and occupy concession premises hereunder, shall terminate upon the occurrence of any of the following:
 - a. Concessionaire's failure to comply with any of the provisions herein stated within twenty (20) days after receipt of written notice from the City specifying the failure;
 - b. The filing by Concessionaire of a voluntary petition of bankruptcy;
 - c. The taking by a court of jurisdiction of Concessionaire as a bankrupt;
 - d. The appointment of a receiver of Concessionaire's assets.

This contract is strictly personal with the Concessionaire herein and his contract shall automatically cease and terminate in the event of his death or incapacity, with no survivors rights in the contract.

4. Concession Area: The Pedal boats will be operated on that portion of the San Antonio River, in Brackenridge Park, between the bridge near the Joske Pavillion and the dam near the Koehler Pavillion.

5. Rights and Privileges of Concessionaire: The Concessionaire will be granted the right to operate two-passenger pedal boats in Brackenridge Park, on that portion of the San Antonio River prescribed herein.

6. Rental to be Charged for Pedal Boats:

15 minutes	25 cents
30 minutes	40 cents
60 minutes	60 cents

7. Specific Provisions: The Concessionaire shall operate the pedal boat concession in the prescribed area, and fulfill these specific requirements in addition to all other rules, regulations and requirements as set forth in this contract.

- a. The Concessionaire will have available for rent at all times a minimum of twenty pedal boats in good condition in all respects.
- b. Concessionaire will comply with all codes, laws or regulations which apply to this type of business.
- c. The City will not, during the term of this contract, enter into any other contract with any other person, or persons, which would permit a similar operation in Brackenridge Park.
- d. Concessionaire shall provide sufficient personnel to efficiently operate the Concessions, and any employee whose conduct is discourteous or objectionable on any reasonable grounds, shall be removed by the Concessionaire upon written request from the Director of Parks and Recreation.
- e. The Concession will be open for business daily, unless otherwise authorized by the Director of Parks and Recreation. The minimum hours the concession is to be open for business are as follows:
 - 1) 9:00 a.m. until 9:00 p.m., during the months of May through August.
 - 2) 9:00 a.m. until 5:00 p.m., during the months of September through April.
- f. The Concessionaire will provide appropriate lights for the concession area, and all charges for electric services will be paid by the concessionaire.
- g. The Concessionaire will be responsible that undue damages are not caused to City property by the concession operation.
- h. When it is in the best interests of the City to temporarily close the concession, the decision of the Director of Parks and Recreation will be final.
- i. The Concessionaire will be responsible for the custodial maintenance of the area, to include gathering and disposing of trash and litter from the area of operation.

- j. Concessionaire may not assign this agreement without approval of the City Council, City of San Antonio.
- k. Concessionaire may erect signs, but only as approved in writing by the Director of Parks and Recreation.

8. Safety Features: Preferable design: At least two pontoons with a third optional for added stability. Pontoons shall be constructed of metal, fiberglass or similar material combining strength, water-tightness and resistance to impact.

Pontoons to be of such size and design as to provide sufficient buoyancy to sustain a total distributed weight of 500 lbs. while settling not more than 1/2 total height of pontoon in water.

Boats to be decked or designed so as to provide safe and convenient movement of passengers in embarking and debarking, and gaining seats. Seats to be strong and practical in design, preferably of wood. Pedaling mechanism to be substantial in construction with lubricated bearings for facile operation; so designed and located as to be convenient to reach and operate by occupant(s).

Paddle drive mechanism (sprocket, chains, pulleys, belts, etc.) should be adequately guarded to protect operator(s) against accidental involvement of clothing or body members.

Reinforcements should be placed as bumpers or fenders on those parts of boats (usually on pontoons) which in operation would strike against docking facilities or other boats. Passengers should be protected by a splash shield from water thrown by paddles or other propulsion devices.

Pontoons, drive and steering mechanism should be kept in top operating condition at all times, by a strict, continuous maintenance repair schedule as a prevention against operational accidents which may result from defective conditions.

Concessionaires should have available at all times an adequate first aid kit, and attendants operating concession should have completed at least the basic 10 hour Red Cross first aid course.

Suitable signs should be posted cautioning patrons as follows:

- a. To use extreme care in boarding and alighting from boats, which will be done only at designated docking areas.
- b. To remain seated at all times boat is occupied.
- c. To refrain from horseplay on water, such as ramming other boats, grabbing at other occupants, etc.

9. Insurance Requirements: Concessionaire agrees to save and hold city harmless from all loss and damage arising out of the operation of said pedal boat concession on the San Antonio River within Brackenridge Park as further described and provided for herein, and in this connection Concessionaire shall carry liability insurance, covering Concessionaire's operation on and about the concession area with limits of not less than \$25,000 because of bodily injury to or death of one person in any one accident or occasion, and subject to said limits for one person, in the amount of \$50,000 because of bodily injury to or death of two or more persons in any one accident or occasion, and in the amount of \$5,000 because of injury to or destruction of property of others in any one accident or occasion. Concessionaire shall deposit with the City Clerk a certificate of an insurance company authorized to do business in the State of Texas showing that Concessionaire has in force indemnity insurance against any such liability, with the City of San Antonio designated therein as an additional insured, and it being fully understood that the insurance coverage herein provided for it be for the joint protection of City and Concessionaire. Such policy shall also contain the following provisions: "It is agreed that the insurer shall notify the Director of Parks and Recreation and the City Clerk of the City of San Antonio of any alteration, renewal or cancellation of this policy, and this policy shall remain in force until 10 days after such notice is given."

10. Surety Bond Requirements: The Concessionaire will cause to be made, executed and furnished to the City of San Antonio, a Surety Bond, acceptable to the City, in the amount of Five Thousand Dollars (\$5,000) conditioned on the faithful performance of all conditions and covenants of the contract.

11. Annual Minimum Guarantee, and Payments to the City:

- a. As consideration and payment for the concession rights herein granted, Concessionaire agrees and promises to pay to the City without demand fifty-three and one-half (53 1/2%) of the gross receipts from said concessions or an annual minimum guarantee of \$10,500.00 whichever is greater for the City of San Antonio. Said minimum guarantee is payable \$875.00 each month, with payments due on or before the 10th day of each month, the first payment is due in May of 1964; all payments to be submitted to:

Tax Assessor-Collector
City Hall Annex
506 Dolorosa Street
San Antonio, Texas.
- b. The Concessionaire shall also forward a check payable to the City of San Antonio in the amount of the excess of monthly computed commission over the monthly minimum guarantee. The monthly computed commissions referred to above shall be the contract commission percentage of the previous month's gross receipts. This payment shall be made on or before the 10th day of each month.
- c. If Concessionaire shall neglect or fail to pay any amounts owed to the City on the due date as provided for herein, the City may at its option cancel this agreement and terminate this lease; further provided, that if the

the Concessionaire or his representative, shall neglect or fail to perform and observe any covenant, promise, condition, or obligation herein, which on the Concessionaire's part is to be performed and/or observed, or if its personal property shall be taken on execution, or if Concessionaire shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors; then, in such case, the City or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises or any part thereof in the name of the whole and repossess the same as to its former estate, and expel the Concessionaire and those claiming under him and remove his effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Concessionaire's covenants, promises and/or conditions herein contained, and without having to answer to the lessee, or those holding under him for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph to-wit: The option of the City to terminate this lease and repossess said premises in event of lessee's failure to pay the rental or any installment thereof.

12. Gross Receipts: The term "gross receipts" as used herein, means the aggregate amount of all money and the value of any service or other thing of value received by Concessionaire in payment for pedal boat concession, or any service rendered by Concessionaire in connection therewith.

13. Financial Records: a. Concessionaire agrees to provide City with itemized statement at such intervals and in such form as shall be prescribed by the City's Director of Finance, and shall keep such books and records as shall permit independent verification of the itemized statements. Copies of said records shall be provided the Director of Parks and Recreation when requested. Concessionaire agrees to permit the City's Director of Finance or his agents to inspect the records required hereunder at any time. In addition, the concessionaire's books and records shall be maintained in accordance with generally accepted accounting principles and procedures. Only mechanically or electrically operated cash registers visibly showing charges made will be used by Concessionaire.

b. Concessionaire agrees to collect and pay to the appropriate tax collecting authority all federal, state and local excise or sales taxes which may be imposed upon the transactions of its business, and shall be solely responsible therefor. Such taxes, when collected and paid, shall not be considered a part of the "gross receipts" as that term is used herein. Concessionaire further agrees to pay promptly all federal, state, county and municipal taxes; all occupational licenses and permit fees and personal property taxes, all of which shall be considered a part of contractors business expense and not deductible in computing the "gross receipts" as the terms used herein.

14. In the event that Concessionaire allows any of their taxes owed to the City of San Antonio to become delinquent, such fact shall constitute grounds for cancellation of this contract by the city.

15. Entire Agreement: The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City being expressly waived by the Concessionaire, it being understood that the Charter of the City requires that all contracts with the City be in writing and adopted by ordinance.

16. EXECUTED this 1st day of May, A. D., 1964.

CITY OF SAN ANTONIO

By: Gerald E. Henckel, Jr.
Assistant City Manager

EVERS & EVERS
Concessionaire

By: George Evers

AN ORDINANCE 32253

ACCEPTING THE LOW BID AND AUTHORIZING A CONTRACT WITH JAFFE & MARTIN CONSTRUCTION, INC., IN THE AMOUNT OF \$37,512.48 FOR CONSTRUCTION OF THE RICE ROAD AREA SANITARY SEWER PROJECT; AND APPROPRIATING THE SUM OF \$37,512.48 in PAYMENT THEREOF; APPROPRIATING THE SUM OF \$1,500 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT AND \$500 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT ON THIS PROJECT; ALL SUMS TO BE PAYABLE OUT OF SANITARY SEWER IMPROVEMENT BOND, 1957 SERIES.

* * * * *

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

SECTION 1. That the attached low bid of Jaffe & Martin Construction, Inc., dated April 17, 1964, in the amount of \$37,512.48 for the construction of the Rice Road Area Sanitary Sewer Project, be and the same is hereby accepted.

SECTION 2. The City Manager is hereby authorized to execute the standard public works construction for the said project.

SECTION 3. The contract covering the above-mentioned work is attached hereto and made a part hereof for all purposes.

SECTION 4. The following sums are hereby appropriated out of Sanitary sewer improvement Bond, 1957 Series, Fund #479-14, in connection with the aforementioned contract:

- a. \$37,512.48 payable to Jaffe & Martin Construction, Inc., for the construction of the Rice Road Area Sanitary Sewer Project;
- b. \$1,500 to be used as a Construction Contingency Account; and,
- c. \$500 to be used as a Miscellaneous Expenses Contingency Account on this project.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Asst. City Clerk

AN ORDINANCE #32254

ACCEPTING THE LOW BID OF SACC, INC., CONTRACTOR, FOR CONSTRUCTION OF A SEWER EXTENSION TO THE NORTHEAST INDUSTRIAL COMPLEX; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$24,219.95 PAYABLE TO SACC, INC., CONTRACTOR; THE SUM OF \$1,200 AS A CONSTRUCTION CONTINGENCY ACCOUNT; AND THE SUM OF \$300 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL ABOVE SUMS PAYABLE OUT OF SEWER REVENUE FUND, CONSTRUCTION ACCOUNT 204-02.

* * * * *

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

SECTION 1. The attached low bid of SACC, INC., Contractor, in the amount of \$24,219.95 for construction of a sewer extension to the Northeast industrial Complex, is hereby accepted.

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

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

SECTION 4. The following sums are hereby appropriated out of Sewer Revenue Fund, Construction Account 204-02, in connection with the contract authorized in Section 2 above:

- a. \$24,219.95 payable to SACC, Inc., Contractor for construction of sewer extension to the Northeast Industrial Complex;
- b. \$1,200 as a Construction Contingency Account; and,
- c. \$300 to be used as a Miscellaneous Expenses Contingency Account on this Project.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32255

ACCEPTING THE LOW BID AND AUTHORIZING A CONTRACT WITH HOWARD STICH, INC., FOR THE RELOCATION OF SANITARY SEWER LINES ON THE PROPOSED KELLY FIELD SPUR NO. 371 IN THE AMOUNT OF \$37,287.88; APPROPRIATING THE SUM OF \$37,287.88 PAYABLE TO HOWARD STICH, INC., IN PAYMENT FOR SAID WORK AND APPROPRIATING \$1,500 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT; AND THE AMOUNT OF \$500 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL SUMS TO BE PAYABLE OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS.

* * * * *

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

SECTION 1. That the attached low bid of Howard Stich, Inc., dated April 17, 1964, for the relocation of sanitary sewer lines pertaining to Kelly Field Spur #371 be and the same is hereby accepted.

SECTION 2. The City Manager is hereby authorized to execute the standard public works construction for the above project.

SECTION 3. Said contract is attached hereto and made a part hereof for all purposes.

SECTION 4. The following sums are hereby appropriated out of Highway 90 West Expressway bonds, Fund #479-16, in connection with the aforementioned contract:

- a. \$37,287.88 payable to Howard Stich, Inc., for construction work in connection with relocation of sanitary sewer lines, on the proposed Kelly Field Spur #371;

- b. \$1,500 to be used as a Construction Contingency Account on said project; and,
- c. \$500 to be used as Miscellaneous Expenses Contingency Account.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Asst. City Clerk

AN ORDINANCE 32256

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE OF TEXAS PERTAINING TO RELOCATION OF SANITARY SEWER LINES AT THE INTERSTATE HIGHWAY 10 AND INTERSTATE HIGHWAY 35 INTERCHANGE FROM NOGALITOS TO SOUTH FLORES STREET.

* * * * *

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

SECTION 1. That the City Manager is hereby authorized to execute a contract with the State of Texas, Texas Highway Department, for revision and relocation of existing sanitary sewer mains, laterals and manholes as necessary at the interchange of Interstate Highway 10 and Interstate Highway 35 from Nogalitos to South Flores Street.

SECTION 2. Said contract is attached hereto and made a part hereof, for all purposes.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

TEXAS HIGHWAY DEPARTMENT
STANDARD UTILITY AGREEMENT -

COUNTY BEXAR
PROJECT: I-1C-5(35)

Account No. 9015-3-17
AGREEMENT No. U-5014

HIGHWAY Interstate Highway 10- Interstate Highway 35 Interchange

PARTY OF THE FIRST PART: State of Texas, Acting by and through the Texas Highway Department, hereinafter called the STATE.

PARTY OF THE SECOND PART: City of San Antonio, hereinafter called the OWNER, acting by and through its duly authorized representative.

WHEREAS, the STATE has deemed it necessary to make certain highway improvements on the Interstate System as designated by the State and approved by the Secretary of Commerce generally described as follows: County Bexar, Highway I. H. 10-I. H. 35 Interchange located from Nogalitos Street to Flores Street and

WHEREAS, THE STATE will participate in the costs of relocating and adjusting certain facilities to the extent as may be eligible for State participation and which costs are eligible for Federal participation; and

WHEREAS, the STATE will request Federal participation in payment of the costs incurred in the adjusting of OWNER'S facilities under the provisions of Policy and Procedure Memorandum 30-4, issued by the U. S. Department of Commerce Bureau of Public Roads on December 31, 1957, and amendments thereto, and

WHEREAS, this proposed highway improvement will necessitate the relocation or adjustment of certain facilities of OWNER as indicated in the following statement of work:

A revision of the existing Sanitary Sewer System of Main, Laterals, and Manholes will be necessary to provide an obstruction - free right-of-way for construction of Roadway, Channel, and Storm Sewers.

and such work is shown in more detail in Owner's preliminary Plans, specifications and cost estimates which are attached hereto and made a part hereof, and which are prepared in form and manner required by Policy and Procedure Memorandum 30-4, and amendments thereto, and

WHEREAS, the STATE Desires to implement the relocation or adjustment of OWNER'S FACILITIES by entering into an agreement with said OWNER as soon as possible,

NOW, THEREFORE, BE IT AGREED:

The STATE will pay to the OWNER the ^{costs} incurred in relocating and adjusting OWNER'S facilities up to the amount said costs may be eligible for State participation and which costs are eligible for Federal cost participation.

The OWNER has determined that the method to be used in developing the relocation or adjustment costs shall be as specified for the method checked and described hereafter;

- (1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- X (2) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the OWNER and approved by the State and the Division Engineer of the Federal Bureau of Public Roads.
- (3) An agreed lump sum of \$ _____, as supported by the analysis of of estimated cost attached hereto. (Note: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$2,500.0)

If costs are developed under procedure (1) or (2) as before specified, the STATE will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in form and manner as prescribed by Policy Procedure Memorandum 30-4 and amendments thereto, make payment in the amount of 90% of the eligible costs as shown in the final billing prior to the required audit by the Federal Bureau of Public Roads and after such audit shall make final payment in an amount so that the total payments will equal the amount found eligible for State reimbursement and for Federal participation by the final audit. When requested, the STATE will make intermediate payments at not less than monthly intervals to OWNER when properly billed and such payments will not exceed 80% of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

If costs are developed under procedure (3) as before specified, the STATE will, upon satisfactory completion of the relocations and adjustments and upon receipt of a billing prepared in acceptable form, make payment to OWNER in the agreed amount.

Upon execution of this agreement by both parties hereto, and its approval by the Division Engineer of the Bureau of Public Roads by endorsement hereon, the STATE will, by written notice accompanied by a copy of the written authorization from said Division Engineer to the State to proceed with subject relocations or adjustments, authorize the OWNER to proceed with the necessary relocations or adjustments, and the OWNER agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the STATE'S highway construction or in the said work. Such authorization to proceed shall constitute a commitment on the part of the STATE that the utility relocation has been included in an approved program as an item of right of way acquisition or construction, that a project agreement which includes the work will be executed, and that the utility relocation will be required by the finally approved project agreement and plans.

Form D-15-48 enclosed with OWNER'S preliminary estimates attached to this agreement, is approved as complying with Paragraph 6 of Policy and Procedure Memorandum 30-4 and OWNER is authorized, but not required, to contract such work. The preliminary estimate will indicate the extent to which work is to be performed under each contract. Other work shall be contracted by OWNER only with prior approval of the State and the Division Engineer in accordance with Policy and Procedure Memorandum 30-4.

The OWNER will carry out said relocations and adjustments and accurately record the costs relative thereto in accordance with applicable rules, regulations and procedures and all other provisions of Policy and Procedure Memorandum 30-4, and the costs paid by the STATE pursuant to this agreement shall be full compensation to OWNER for all costs incurred by OWNER in making such relocations and adjustments.

Bills for work hereunder shall be submitted to STATE not later than 90 days after completion of the work.

It is necessary to retain the old facility in service until a replacement facility is constructed, and the replacement facility (will not) remain in useful service beyond the time when the over-all utility facility, of which it is a part, would have remained in useful service or would be replaced; therefore, a credit for extended service life (will not) be allowed against the cost of the project. (Where credit is not allowed, additional documentation supporting such determination may be required.)
(SEE NOTE)

In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the STATE and the Federal Bureau of Public Roads.

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

NOTE:

This adjustment is made up of several short tie-in lines, used to Reconnect our severed system. These short lines will in no way extend the life of the system of which they are a part. Credit for extended service life will not be allowed against the cost of the Project.

The OWNER by execution of this agreement does not waive any of the rights which OWNER may legally have within the limits of the law.

RECOMMENDED FOR EXECUTION:

District Engineer

Right of way Engineer

Owner: City of San Antonio
By: B. J. Shelley
Title: City Manager

Date April 17, 1964

Examined and approved:

STATE OF TEXAS
Party of the First Part

Date

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

Division Engineer
Bureau of Public Roads

BY: _____

Title: _____

Executed and approved for State Highway Commission under authority of Commission Minute 43772.

AN ORDINANCE 32257

AUTHORIZING THE PAYMENT OF \$3,500.00 TO THE TEXAS HIGHWAY DEPARTMENT BEING 1/2 OF THE COST OF PAINTING 430 STREET LIGHT POLES ON THE EXPRESSWAY SYSTEM.

* * * * *

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

SECTION 1. That the Director of Finance is hereby authorized to transfer the sum of \$3,500.00 from the Operating Contingency Account Number 70-01-01 to Special Project Account Number 23-02-14, Expressway Illumination System Painting.

SECTION 2. That payment of the above sum is hereby authorized to be paid the Texas Highway Department as the City's share of the cost of painting 430 Street light poles on the expressway system.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32258

AMENDING SECTIONS 10-15 and 10-69 OF THE CITY CODE OF THE CITY OF SAN ANTONIO TO PROVIDE A PERMIT FEE OF \$50.00 FOR MOVING STRUCTURES ON CITY STREETS AND PROVIDING THE SAME BE ESCORTED BY AN ON-DUTY POLICE OFFICER; AND PROVIDING THAT VIOLATIONS OF THIS ORDINANCE SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$200.00.

* * * * *

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

SECTION 1. Table No. 3-A of Section 10-15 of the City code of the City of San Antonio is hereby amended to read as follows:

"TABLE NO. 3-A - - BUILDING PERMIT FEES

<u>Total Valuation</u>	<u>FEE</u>
0 to \$300.00	\$ 2.00
\$301.00 to \$1,000.00	4.00
Over \$1,000.00 to \$25,000.00 . . . \$4.00, plus \$3.00 per thousand or fraction thereof over \$1,000.00.	
Over \$25,000.00 to \$75,000.00 . . . \$76.00, plus \$2.00 per thousand or fraction thereof over \$25,000.00.	
Over \$75,000.00 . . . \$176.00 plus \$0.50 per thousand or fraction thereof over \$75,000.00.	
Re-inspection for use and occupancy or change of occupancy . . .	2.00
Moving buildings: Moving building on same property in one section	5.00
Moving buildings or structures over 400 sq. ft. per section per day on City streets	50.00
Moving buildings or structures under 400 sq. ft. per section per day on City Streets	15.00
Amusement tents other than circus: First month per tent	15.00
Thereafter, per month, per tent	10.00
Circus Tents: Per tent	25.00
Religious tents: Per month, per tent	5.00

Signs: Minimum for first fifty square feet \$ 1.00
Plus three cents per square foot for all over fifty square feet, except maximum of five dollars for billboards erected on one permit on one lot and maximum of ten dollars for roof signs erected on one permit on one building."

SECTION 2. Section 10-69 of the City code of the City of San Antonio is hereby amended to read as follows:

"Sec. 10-69. Escort.

No person shall move a building or structure across or along any street, public way or public place within the City unless accompanied or escorted by an on-duty San Antonio Police Officer assigned to this duty by the Police Chief of the City of San Antonio."

SECTION 3. Any person violating any provision of this ordinance shall be punished by a fine of not more than \$200.00.

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

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 32259

AMENDING CHAPTER 10 OF THE CITY CODE BY ADDING THERETO ARTICLE IV, REQUIRING SECURITY OF ANY PERSON RELOCATING ANY BUILDING WITHIN THE CITY PROVIDING FOR FORFEITURE THEREOF IF SUCH RELOCATED BUILDING IS NOT BROUGHT INTO COMPLIANCE WITH CITY ORDINANCES WITHIN THE PRESCRIBED TIME, AND PROVIDING VIOLATIONS HEREOF SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$200.

* * * * *

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

SECTION 1. Chapter 10 of the City Code is hereby amended to add thereto the following:

ARTICLE IV. RELOCATION OF BUILDINGS

Section 10-71. Security Requirement. Any person applying for a permit under Section 205, as amended, of the Building Code to relocate a building on a lot or tract of land located within the City shall furnish security, as provided herein, to insure completion of necessary work within 180 days to the Director of Housing & Inspections before any such permit is issued, such security to be filed with the City Clerk. It shall be unlawful to relocate such building without compliance herewith.

Section 10-72. Kind of Security and Condition Thereof. Such security shall be in the sum of \$1,000. It may be in the form of a deposit of cash or of United States Treasury "bearer" bonds or a surety bond payable to the City. If a surety bond is submitted, it shall be in form approved by the City Attorney, issued by a company authorized to do such business in Texas, and shall name an agent in Bexar County to receive notices and upon whom service may be had. Such security shall be furnished conditioned upon completion of all work upon such relocated building, necessary to bring it into compliance with the applicable codes and ordinances of the City, within 180 days of issuance of the permit described in Section 10-71 hereof.

Section 10-73. Amount as Liquidated Damages. The amount of said security required by Section 10-72 hereof is the minimum liquidated damages payable to City for failure to comply with Sections 10-71 and 10-72 hereof, it being recognized that the damages to the City and the public occasioned by such failure will be difficult of determination and that the sum named has been agreed to as the minimum amount of such damages.

Section 10-74. Inspections & Notice. The Director of Housing & Inspections shall have periodic inspections made of the relocated building to determine whether the building has been brought into compliance with applicable codes and ordinances. If this is done within the time prescribed in Section 10-72 hereof, said Director shall release the security required hereby. If such work is not completed within 180 days after the permit mentioned in Section 10-71 was issued, said Director shall so notify the permittee and the surety, if any, by United States Mails (certified or registered mail).

Section 10-75. Forfeiture of Security. The Director of Housing & Inspections shall notify the City Attorney whenever any person shall have failed to perform the work, performance of which is the condition of the security required herein-above. Thereupon the City Attorney shall prepare an appropriate ordinance or resolution for submission to the City Council declaring forfeited the security furnished pursuant hereto.

Section 10-76. Exceptions. The security provided for herein shall not be required whenever a building is being moved to a location outside of the City or it is being relocated upon the same platted lot or tract of land, nor shall it be required for temporary location of buildings such as construction sheds and subdivision sales offices under temporary or special permits.

Section 10-77. Prohibited Relocations. Nothing herein shall be construed to permit non-residential use of residential or any relocation of buildings in violation of the Zoning Ordinance, the Fire Protection Code, or other codes or ordinances of the City.

Section 10-78. Remedy Cumulative. The provisions herein for security and its forfeiture shall be cumulative and not in lieu of any other remedy, penal or otherwise, that the City may have to enforce compliance with pertinent codes and ordinances.

SECTION 2. Penalty. Any person violating any provision hereof shall be punished by a fine of not more than \$200.

SECTION 3. Severability. It is the intention of the City Council that each separate provision of this ordinance shall be deemed independent of all other provisions herein, and it is further the intention of the City Council that if any provision of this ordinance be declared invalid, all other provisions thereof shall remain valid and enforceable.

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

James C. Kenny,
Assistant
City Clerk

ATTEST: City Clerk

W. W. McAllister
M A Y O R

Project: U. S. 90 West
Parcel: 637-4937

AN ORDINANCE 32260

APPROPRIATING \$900.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF TENNIE LYNEBURGER, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED, THE SPOUSE OF TENNIE LYNEBURGER, AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTERVENORS, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-45 FOR THE PURCHASE OF LOT 5, BLOCK 3, NEW CITY BLOCK 11,321, JENNINGS ADDITION IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$900.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of Tennie Lyneburger, whose address is unknown, and if married, the spouse of Tennie Lyneburger, and if deceased, their heirs and legal representatives, whose addresses are unknown and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, Intervenor, as their interests may appear, said amount being the Award of the special Commissioners in Condemnation Cause #C-45 for the purchase of Lot 5, Block 3, New City Block 11,321, Jennings Addition in San Antonio, Bexar County, Texas.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

PROJECT: U. S. 90 West
Parcel: 636-4936

AN ORDINANCE 32261

APPROPRIATING \$900.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF (MPS.) MYRTLE WARE, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED HER HUSBAND AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTEVENORS, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-46 FOR THE PURCHASE OF LOT 4, BLOCK 3, NEW CITY BLOCK 11,321,

JENNINGS ADDITION IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$900.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of (Mrs.) Myrtle Ware, whose address and legal representatives whose addresses are unknown and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, Intervenor, as their interests may appear, said amount being the award of the Special Commissioners in Condemnation Cause #C-46 for the purchase of Lot 4, Block 3, New City Block 11,321, Jennings Addition in San Antonio, Bexar County, Texas.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

Project: U. S. Hwy. 90 West
Parcel : 657-4957

AN ORDINANCE 32262

APPROPRIATING \$900.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF LUCILE MORRIS, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED HER HUSBAND AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTERVENORS, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-47 FOR THE PURCHASE OF LOT 27, BLOCK 2, NEW CITY BLOCK 11,320, JENNINGS ADDITION IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$900.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund 479-16 payable to the County Clerk of Bexar County subject to the order of Lucile Morris, whose address is unknown, and if married her husband if deceased, their heirs and legal representatives whose addresses are unknown and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, Intervenor, as their interests may appear, said amount being the Award of the Special Commissioners in Condemnation Cause #C-47 for the purchase of Lot 27, Block 2, New City Block 11,320, Jennings Addition in San Antonio, Bexar County, Texas.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32263

GRANTING TO FROST BROS. A 25 YEAR EXTENSION OF A PERMIT TO BUILD ABOVE AND ACROSS THE ALLEY IN N. C. B. 407.

* * * * *

WHEREAS, by Ordinance No. 2949, adopted by the City Council on January 3, 1946, the City of San Antonio granted to Frost Bros., a Texas Corporation, the license and privilege to build and use a structure over the alley in N.C.B. 407 to connect Lot 7 and the east 11.52 feet of Lot 5 with Lot 8, for a term of years ending April 1, 1966; and,

WHEREAS, it is the mutual desire of the said Frost Bros. and the City of San Antonio, Texas, that said license and privilege be extended for an additional length of time upon the same terms and conditions as provided by Ordinance No. 2949; NOW, THEREFORE,

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

SECTION 1. That the license and privilege heretofore granted to Frost Bros., a Texas Corporation, by Ordinance No. 2949, to build and use a structure over the alley in N. C. B. 407, to connect Lot 7 and the east 11.52 feet of Lot 5, with lot 8 for a period of years ending April 1966, be and the same is hereby extended for a term of years ending April 1966, be and the same is hereby extended for a term of years ending May 1, 1989.

SECTION 2. That the extension of the permit and privilege herein granted shall be upon the same terms and conditions as provided for in Ordinance No. 2949, which said ordinance, its terms conditions and privileges are herein adopted for all purposes.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

ACCEPTED In all things by the undersigned this 23rd day of April, 1964.

FROST BROTHERS

BY: Gilbert Lang
Chairman

AN ORDINANCE 32264

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MARTIN BROTHERS, GENERAL CONTRACTORS FOR THE COMPLETE DEMOLITION OF FORMER FIRE, POLICE AND CITY JAIL SITE AND APPROPRIATING \$2,400.00 FROM PARK BONDS 1964 FUND #489-03 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bid of Martin Brothers, General Contractors, dated April 20, 1964 for the complete demolition \$2,400.00 is hereby accepted.
2. The sum of \$2,400.00 is hereby appropriated from Park Bonds, - 1964, Fund #489-03 payable to Martin Brothers, General Contractors for demolition of former Fire, Police and City Jail site. for a net
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 23rd day of 1964.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32265

CHANGING THE NAME OF GITTINGER STREET FROM ROLAND AVENUE TO ARRID ROAD TO PECAN VALLEY DRIVE.

* * * * *

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

SECTION 1. The name of Gittinger Street from Roland Avenue to Arrid Road, is hereby changed to Pecan Valley Drive.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

A RESOLUTION

PROVIDING FOR A PUBLIC HEARING TO CONSIDER WHETHER THE PUBLIC WATER SUPPLY SHALL BE FLUORIDATED.

* * * * *

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

A public hearing shall be held before the City Council at City Hall, at 10 a.m., on June 4th, 1964, to consider whether the public water supply shall be fluoridated by the City Water Board.

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

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 32266

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 7.447 ACRES OF LAND, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, a public hearing before the city Council of the City of San Antonio, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the hereinafter described territory; was held at the City Hall on the 9th day of April, 1964, which date is not more than twenty nor less than ten days prior to the institution of annexation proceedings; and

WHEREAS, notices of such public hearing was published in a newspaper having general circulation in the CITY of San Antonio, Texas, and in the within described territory on the 27th day of March, 1964, which date is not more than twenty nor less than ten days prior to the date of such public hearing; and

WHEREAS, the population of the City of San Antonio, Texas, is in excess of 600,000 inhabitants and the within described territory lies within the extraterritorial jurisdiction of the City of San Antonio, Texas, and lies adjacent to and adjoins the City of San Antonio, Texas, and contains 7.447 acres; and

WHEREAS, a petition has been signed by the owner of all of the land in the within described territory, requesting the annexation of such territory by the City of San Antonio, Texas, and such petition has been filed with the City Council; NOW, THEREFORE:

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

SECTION 1. The following described land and territory lying adjacent to and adjoining the City of San Antonio, Texas, is hereby added and annexed to the City of San Antonio, Texas, and said territory as described shall hereafter be included within the boundary limits of the City of San Antonio, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of San Antonio, Texas, to-wit:

BEGINNING at a point on the most westerly corner of UNIT 1-A of Colony North Subdivision, said point being on the present City limits Line of the City of San Antonio.

THENCE, along the present City Limits line as follows:

S 48° 34' 25" E, 1223.75 feet

S 38° 31' 13" W, 440.34 Feet to a point on the southwest line of LITCHFIELD COLONY out of the Colony North Subdivision and southwest line of STONEHAVEN DRIVE;

THENCE, N 48° 39' W, 121.26 Feet, along the southwest line of the LITCHFIELD COLONY out of the Colony North Subdivision and Southwest line of STONEHAVEN DRIVE to the point of curvature of a 15.00 Ft. Radius curve;

THENCE, along said 15.00 Ft. radius curve to the left, a distance of 23.56 Ft. to the point of tangency of said curve, said point being on the extension of the southeast line of LITCHFIELD DRIVE;

THENCE, N 48° 39' W, a distance of 50.00 Ft. to a point on the northwest line of the extension of LITCHFIELD DRIVE, said point being the point of curvature of a 15.00 Ft. radius curve;

THENCE, along said curve, a distance of 23.56 Ft. to the point of tangency of said curve, said point being on the southwest line of STONEHAVEN DRIVE;

THENCE, N 41° 21' E, a distance of 50.00 Ft. to a point on the northeast line of STONEHAVEN DRIVE, said point being the point of curvature of a curve having a radius of 15.00 Feet;

THENCE, along said 15.00 Ft. radius curve a distance of 23.56 Ft. to the point of tangency of said curve, said point being on the northwest line of LITCHFIELD DRIVE;

THENCE, N 41° 21' E, along the northwest line of LITCHFIELD DRIVE, a distance of 119.00 Ft. to a point;

THENCE, N 48° 39' W, a distance of 569-76 Ft. to the point of curvature of a curve having a radius of 574.00 Feet;

THENCE, along said curve, a distance of 258.08 Ft. to the point of tangency of said curve;

THENCE, N 15° 35' 21" E, a distance of 146.00 Ft. to a point;

THENCE, N 2° 37' 27" W, a distance of 254.25 Ft. to the point of beginning and containing 7.447 Acres of land.

SECTION 2. The above described territory and the area so annexed shall be a part of the City of San Antonio, Texas, and the property so added hereby shall bear its pro-rata part of the taxes levied by the City of San Antonio, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of San Antonio, Texas.

SECTION 3. The City Engineer and the Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio as changed and fixed by this ordinance.

SECTION 4. WHEREAS an emergency is apparent for the immediate preservation of order, good government and public safety which requires that this ordinance become effective at once; therefore upon the passage of this ordinance by a vote of at least 6 members of the Council, it shall be effective from and after the date of its passage as provided for by Charter; this ordinance shall be published once in the "Commercial Recorder" in the City of San Antonio, and shall not be passed finally until the expiration of at least 30 days after publication.

PASSED AND APPROVED FOR PUBLICATION this 23rd day of April, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

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

PASSED AND APPROVED this 28th day of May, 1964.

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

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

AN ORDINANCE 32267

APPROPRIATING THE SUM OF \$54,397.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS FOR ACQUISITION OF RIGHT OF WAY; AUTHORIZING THE TRANSFER OF \$17,012.00 FROM THE GENERAL FUND TO STREET IMPROVEMENT BONDS, 1957 AND APPROPRIATING THE SAME FOR ACQUISITION OF RIGHT OF WAY FOR THE COLORADO-BRAZOS CONNECTION; ACCEPTING A DEDICATION FOR STREET IMPROVEMENT AT COLORADO & TAMPICO STREETS.

* * * * *

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

SECTION 1. The sum of \$54,397.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$150.00 payable to Stewart Title Company as escrow agent for Henry C. Keene, et al for title to 0.0453 of one acre of land, more or less, in New City Block 8670 being Parcel 368-4668.

b. \$54,247.00 payable to Stewart Title Company as escrow agent for Elizabeth Ellen McCraw for title to 1,2494 acres of land, more or less, in New City Block 11314, being Parcel 631-4931.

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

SECTION 2. Authorizing the transfer of \$17,012.00 from General Fund Account 09-04-15 to Street Improvement Bonds 1957 #479-10 and appropriating the same for acquisition of right of way pertaining to the Colorado-Brazos Connection Project as follows:

a. \$8,555.00 payable to Alamo Title Company as escrow agent for Julia Baez and Emilio Baez for title to a tract of land out of Lot 1, NCB 2372, being Parcel 3647 and a tract of land out of Lot 2, NCB 2372, being Parcel 3648.

b. \$100.00 payable to Alamo title company as escrow agent for Efraim J. Tavarez and Minnie Tavarez for title to a tract of land out of lot 14, Block 4, New City Block 2347 being Parcel 3654.

c. \$4,152.00 payable to Alamo Title Company as escrow agent for Florencio Cadena and Luisa Turpin Cadena for title to Lot 9, Block 4, New City Block 2347, being Parcel 3664.

d. \$3,000.00 payable to Alamo Title Company as escrow agent for Nicolasa G. Cantu and Mrs. Virginia Cantu Martinez for title to a tract of land out of Lot A-5, NCB 2348, being Parcel 3667 and a tract of land out of Lots A-4 & 1, NCB 2348, being Parcel 3668.

e. \$1,205.00 payable to Alamo Title Company as escrow agent for Maria Alvarez for title to a tract of land out of Lot 7, N.C.B. 2342, being Parcel 3671.

Copies of the Warranty Deeds covering the above properties are filed herewith by reference for all purposes.

SECTION 3. That the conveyance and dedication from Robert E. Lucey, Archbishop of San Antonio to the City of San Antonio covering an irregular parcel of land out of City Block A-63 for the purpose of street improvement at Colorado & Tampico Streets is hereby accepted. A copy of the conveyance and dedication of the foregoing described property is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED THIS 30th day of April, 1964.

ATTEST: J. H. Inselmann
City Clerk

John Gatti
M A Y O R PRO-TEM

DEDICATION

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That Robert E. Lucey, Archbishop of San Antonio, hereinafter called the grantor, hereby declares his intention to make a dedication and does hereby GRANT, CONVEY AND DEDICATE, (subject to the restrictions and conditions hereinafter set forth) to the City of San Antonio, for and in consideration of the benefits which will accrue to the grantor, to grantor's other property, and to the Public generally, the following described parcel of land:

An irregular parcel of land out of that part of City Block A-63, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, bounded by Tampico, Colorado, Vera Cruz and San Marcos Streets, and specifically out of the tract of land within said boundary streets, conveyed to Bishop Odin, of the Diocese of San Antonio, by deed from Leconite de Watine recorded in Volume G-a, page 359, of the Deed Records of Bexar County, Texas, said irregular parcel being specifically described as follows:

BEGINNING at a point in the north boundary of Tampico Street, said point lying 33.14 feet easterly along said boundary from the east boundary of Colorado Street; THENCE, in a westerly direction, along said North boundary of Tampico Street, a distance of 33.14 feet to the east boundary of Colorado Street; THENCE, in a northerly direction, along said east boundary of Colorado Street, a distance of 33.14 feet to a point; THENCE, around the arc of a circle with a radius of 49.0 feet to the POINT OF BEGINNING, the center of said circle being located at the intersection of a line perpendicular to the north boundary of Tampico Street, originating at a point in the north boundary of Tampico Street 47 feet east of the east boundary of Colorado Street, and a line perpendicular to the east boundary of Colorado Street originating at a point in the east boundary of Colorado Street 47 feet of the north boundary of Tampico Street.

TO HAVE AND TO HOLD the above described property and rights therein unto the City of San Antonio, its successors and assigns, forever, together with all the right, title, claim and interest whatsoever of the grantor, and his successors and assigns, forever (subject, however, to the restrictions and conditions hereinafter contained) in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

This dedication is made on the condition that no building or structure of any kind will ever be placed or erected upon the land above described and that no type of business or amusement will be ever conducted thereon. It is made on the further condition that if the grade of the land dedicated should ever be lowered, the City of San Antonio and its successors and assigns will install a concrete retaining wall along the arc of the circle forming the northeast boundary of the land dedicated of sufficient height to protect grantors remaining land from erosion.

IN WITNESS WHEREOF, Robert E. Lucey, Archbishop of San Antonio, has hereunto set his hand this 17th day of April, 1964.

/s/ Robert E. Lucey
Robert E. Lucey, Archbishop
of San Antonio.

AN ORDINANCE 32268

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; KELLY ACCESS ROAD PROJECT; FRESNO AND OLMOS PAVING PROJECT AND LEON CREEK SEWER OUTFALL LINE PROJECT.

* * * * *

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

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

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

for recording fee on Parcel No. 374-4674.

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

for recording fee on Parcel No. 382-4682.

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

for recording fee on Parcel No. 391-4691.

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

for recording fee on Parcel No. 403-4703.

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

for recording fee on Parcel No. 404-4704.

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

for recording fee on Parcel No. 411-4711.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 7.30

for recording fee on Parcel No. 413-4713.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 1.95

for recording fee on Parcel No. 503-4803.

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

for recording fee on Parcel No. 585-4885.

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

for recording fee on Parcel No. 609-4909.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 2.65

for recording fee on Parcel No. 610-4910.

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

for recording fee on Parcel No. 611-A-4911.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 3.05

for recording fee on Parcel No. 628-4928.

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

for recording fee on Parcel No. 662-4962.

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

WILLIS A. PORTER
814 W. Hildebrand Ave.
San Antonio, Texasfor the sum of \$375.00

for pre-trial conference and testimony on Parcel #5601.

JAMES W. KNIGHT, Clerk
Bexar County Court House
San Antonio, Texasfor the sum of \$ 63.65

for bill of costs on PARCEL No. 5619.

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

JAMES W. KNIGHT, Clerk
Bexar County Court House
San Antonio, Texasfor the sum of \$ 63.50

for bill of costs on Parcel No. 5678.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 - Milam Building
San Antonio, Texasfor the sum of \$ 53.90

for title company charges on Parcel No. 5678.

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

FRANK M. DRANE
918 Manor Drive
San Antonio, Texasfor the sum of \$ 60.00

for helicopter service on parcels E-545 and E-547, E-552, E-554, E-562 and E-568.

5. PASSED AND APPROVED on this 30th day of April, A. D., 1964.

John Gatti
M A Y O R PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32269

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WESTINGHOUSE ELECTRIC SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN TRAFFIC SIGNAL CABLE FOR A TOTAL OF \$2,555.00.

* * * * *

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

1. The attached low qualified bid of Westinghouse Electric Supply Company, dated April 23, 1964 to furnish the City of San Antonio, Department of Traffic and Transportation with certain traffic signal cable for a total of \$2,555.00, less 1/2 of 1%-30 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-03.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32270

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE AMERICAN CLAY FORMING PLANT, REF. DIV. FERRO CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN CERAMIC PAVEMENT MARKING BUTTONS FOR A NET TOTAL OF \$6,783.33.

* * * * *

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

1. The attached low qualified bid of the American Clay Forming Plant, Ferro Corporation, dated April 23, 1964 to furnish the City of San Antonio, Department of Traffic and Transportation with certain ceramic pavement marking buttons for a net total of \$6,783.33 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32271

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THOMPSON-HAYWARD CHEMICAL CO. TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN LIQUID CHLORINE FOR SWIMMING POOLS FOR A NET TOTAL OF \$1,485.00.

* * * * *

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

1. The attached low qualified bid of Thompson-Hayward Chemical Company, dated April 23, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with 90 each cylinders of liquid chlorine for swimming pools for a net total of \$1,485.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-04-02, code 3-20.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 30th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32272

ACCEPTING THE ATTACHED QUALIFIED BID OF RECORDAK CORPORATION TO FURNISH THE CITY OF SAN ANTONIO WITH ONE MICROFILM MACHINE FOR A TOTAL OF \$2,975.00.

* * * * *

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

1. The attached low qualified bid of Recordak Corporation, dated March 19, 1964 to furnish the City of San Antonio, Department of Public Works with one microfilm machine (Recordak MRD - 2) for a net total of \$2,975.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-03-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 30th day of April, 1964.

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32273

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

* * * * *

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

The City Manager is authorized to execute a lease of space at San Antonio International Airport to Tern, Inc. A copy of said lease (Lease #7) is attached hereto and incorporated herein.

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

JOHN GATTI
M A Y O R Pro-Tem

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 7

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 32273, its Assistant City Manager, pursuant to Ordinance No. 32273, adopted April 30, 1964, (hereinafter called "Lessor"), and Tern, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Hangar 7
- B. Ground: 41037 Sq. Ft.

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	4,272	.44	\$1,879.68	\$156.64
B. Ground:	41,037	.04	\$1,641.48	\$136.79

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

3. Term

The term of this lease shall be for the three (3) year period beginning May 1, 1964.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies (sales of aircraft fuel excluded) 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 distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigations, aircraft mechanics, aerial survey, aerial photograph, aircraft design, theory and construction; and to engage in aeronautical and allied research.

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$2,000.00 to lessor, conditioned on satisfactory performance of all terms conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND
COVENANTS -

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

8. SPECIAL PROVISIONS

A. The wooden building adjacent to Hangar 7, owned by Lessee, may be subleased for office use upon written approval by the Director of Aviation. This building must be removed by Lessee at its expense within 90 days of termination hereof; if it is not, it shall become property of the City.

B. Lessor agrees to repair windows in Hangar 7 and to paint its exterior prior to August 1, 1965.

C. Lessor shall maintain the roof, exterior walls and major structural members of Hangar 7 and the utilities except for stoppages of sewer services lines; provided that damage caused by acts or negligence of Lessee, its agents and employees is Lessee's responsibility or may be installed by Lessee, all furniture, fixtures and equipment whether owned by Lessor Lessee, in the interior of said building and the premises outside of said building.

(See Bottom of Page for Section D)

EXECUTED this 30th day of April, 1964.

ATTEST: J. H. Inselmann
City Clerk

ATTEST: Tonie Schulte
Secretary

CITY OF SAN ANTONIO, Lessor
David A. Harner,
BY: Assistant City Manager
TERN, INC., Lessee
BY: Sandy M. Anderson

Secretary-Treasurer

(Title)

314 Milam Building, San Antonio, Texas
(Mail address)

78205

D. Lessee shall be permitted to sublease portions of the premises, subject to all other provisions hereof, to sub-lessees: D. U. Howard, Jack Vauter and E. C. Jordan. The areas or portions subleased hereunder are shown on Exhibit 3 hereto which is incorporated herein by reference.

LEASE NO. 7

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTSSAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Tern, Inc.)

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

of each year's applicable gross receipts.

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

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

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

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

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

D. Audit.

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

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

2. ADJUSTMENT IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEEA. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

(1) Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practices

and at lease equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep the structure(s) on the leased premises painted and in good repair, and will keep grass mowed.

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. Regulations:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. Removal of Trash:

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

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

A. The filing by Lessee of a voluntary petition in bankruptcy.

B. The institution of proceedings in bankruptcy against Lessee.

C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.

D. The appointment of a receiver of Lessee's assets.

E. Any assignment of Lessee's assets for the benefit of creditors.

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

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. General

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. Right of Inspection:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 32274

AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO WESTERN AERO SUPPLY CORPORATION.

* * * * *

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

The City Manager is authorized to execute an amendment to the lease (Lease #56) authorized by Ordinance 31445 on June 12, 1963, of space at San Antonio International Airport to Western Aero Supply Corporation. A copy of said lease is attached hereto and incorporated herein.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

This agreement, by and between the City of San Antonio (hereinafter called "Lessor"), a Texas municipal corporation acting by David A. Harner, Assistant City Manager, pursuant to Ordinance 32274 of April 30, 1964, and Western Aero Supply Corporation acting by its designated officers pursuant to its by-laws or a resolution of its board of Directors, WITNESSETH:

1.

The term of the lease dated June 12, 1963, authorized by Ordinance 31445, from Lessor to Lessee is extended one additional year until April 30, 1965, upon the terms and conditions stated herein.

2.

The amounts of public liability insurance for personal injuries, required of Lessee as provided in Par. 5, Page 2, of the aforesaid lease are increased during the period of this extension to \$25,000 for personal injuries to one person and \$50,000 for one accident, the amount remaining at \$5,000 for property damage.

3.

All other terms and conditions of the aforesaid lease shall remain in force during the period of this extension.

EXECUTED this 30th day of April, 1964.

CITY OF SAN ANTONIO, Lessor

ATTEST: J. H. Inselmann
City Clerk

BY: David A. Harner
Assistant City Manager

ATTEST: Secretary

WESTERN AERO SUPPLY CORPORATION,
Lessee

BY: President

AN ORDINANCE 32275

AUTHORIZING THE PLAYLAND PARK CORPORATION OF SAN ANTONIO TO CONDUCT A FIREWORKS DISPLAY ON JULY 4TH, 1964.

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

SECTION 1. 1. That Playland Park Corporation of San Antonio is hereby granted a permit to conduct a fireworks display on its premises, 2222 North Alamo Street on the evening of July 4th, 1964 provided such permittee shall comply with the following:

- a. Section 26-15 of the City code of the City of San Antonio.
- b. Article 1725, Texas Penal Code.
- c. The requirements of the Fire Department of the City of San Antonio, set out in the memorandum dated April 22, 1964, attached hereto.
- d. No fireworks shall be set off after 11:00 P.M.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32276

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

WHEREAS, the City Manager or his duly authorized representative, the Finance Director, or his duly authorized representative and the City Attorney, or his duly authorized representative, acting jointly as a Tax error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW THEREFORE,

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

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

OWNER - Gloria Montiel Sanchez, 1959 through 1963 inclusive, Circle 1, New City Block 921, Account Number 15-1462.

As a result of an inspection of this property (900 South Laredo) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$18,000.00 to \$11,200.00 because of the deterioration of the improvements. Taxes, penalty, and interest in the amount of \$414.36 are to be collected.

OWNER - Jim Rodriguez, 1956 through 1963 inclusive, Lot 13, Block 8, New City Block 6750, Account Number 72-3021.

As a result of an inspection of this property (109 Obregon Street) by the Chief Property Appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$10,720.00 to \$7,720.00 because of the deterioration of the improvements. Taxes, penalty, and interest in the amount of \$316.81 are to be collected.

OWNER - Margaret M. Driscall, 1956 through 1963 inclusive, Lot 4, Block 15, New City Block 1451, Account Number 24-724.

As a result of an inspection of this property (214 Ezell Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$26,720.00 to \$13,440.00 because of deterioration of the improvements due to second hand materials being used in the original construction. Taxes, penalty, and interest in the amount of \$543.01 are to be collected.

OWNER - Estate of Alfred Pena, Sr., 1961 through 1963 inclusive, Lot 14, Block 1, New City Block 2966, Account Number 45-2999.

As a result of an inspection of this property (123 Fir Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$10,260.00 to \$9,000.00 because of the age of the improvements and present physical condition. Taxes, penalty, and interest in the amount of \$310.89 are to be collected.

OWNER - Estate of Max Reich, 1954 through 1963 inclusive, Lots 11 and 12, Block 30, New City Block 627, Account Number 12-586.

As a result of an inspection of this property (108 Nevada) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$49,500.00 to \$39,240.00 because of depreciation of the improvements. Taxes, penalty, and interest in the amount of \$1,679.38 are to be collected.

OWNER - Joe Ramirez, 1956 through 1963 inclusive, Lots 35 and 36, New City block 963, Account Number 15-1921.

As a result of an inspection of this property (1611 Avenue B) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$38,000.00 to \$32,450.00 because of deterioration of the improvements. Taxes, penalty, and interest in the amount of \$1,319.53 are to be collected.

OWNER - A. Sanfield, 1953 and through 1963 inclusive, West 34.2 feet of Lot 2, (Arbitrarily A21), Block 1, New City Block 679, Account Number 12-1706.

As a result of an inspection of this property (430 East Commerce Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$119,400.00 to \$92,990.00 because of deterioration of the improvements and decline in value of the property, taxes, penalty, and interest in the amount of \$4,135.54 are to be collected.

OWNER - Benito Romo, Jr., 1959 through 1963 inclusive, South 75 feet of Lot 11, Block 6, New City Block 2429, Account Number 39-526.

As a result of an inspection of this property (2307 Guadalupe) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$11,600.00 to \$9,840.00 because of deterioration of the improvements. Taxes, penalty, and interest in the amount of \$365.61 are to be collected.

OWNER - Benito Romo, Jr., 1958 through 1963 inclusive, North 75 feet of Lots 1A, 1B, 2A, and 2B, Block 2, New City Block 2448, account Number 39-932.

As a result of an inspection of this property (2328 Guadalupe) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$29,880.00 to \$26,700.00 because of deterioration of the improvements. Taxes, penalty, and interest in the amount \$1,024.11 are to be collected.

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

John Gatti
M A Y O R Pro-Tem

ATTEST: J. H. Inselmann
City Clerk

APPROVED: Bennett Bolen
Director of Finance.

AN ORDINANCE 32277

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING THE CITY'S INTEREST IN LOT 3, NEW CITY BLOCK 6008 TO ERNESTO GUAJARDO AND JOHN SALAS IN CONSIDERATION OF THE SUM OF \$417.40 AND DIRECTING THE DISPOSITION OF THE PROCEEDS OF THE SALE.

* * * * *

WHEREAS, at the Sheriff's Sale on September 6, 1960, in tax suit number C-12800, The City of San Antonio and the San Antonio Independent School District bid in Lot 3, New City Block 6008; and,

WHEREAS, the delinquent taxes and other charges against this property were City Taxes \$168.01, School taxes \$85.81, County and State taxes \$54.98 and Court costs \$108.60; and,

WHEREAS, Ernesto Guajardo and John Salas desire to purchase said property for the aforementioned taxes and charges against the property; NOW, THEREFORE:

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

SECTION 1. The City Manager is hereby authorized to execute a quitclaim deed to Ernesto Guajardo and John Salas to Lot 3, New City Block 6008 for and in consideration of the payment of the sum of \$417.40. A copy of the aforementioned Quitclaim Deed is attached hereto and incorporated herein by reference.

SECTION 2. The proceeds of the aforesaid sale will be disbursed to pay the court costs in the amount of \$108.60, City taxes in the amount of \$168.01, School taxes in the amount of \$85.81 and State and County taxes in the amount of \$54.98.

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

JOHN GATTI
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32278

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED OF THE CITY'S INTEREST IN LOTS 25, 26, and 27, NEW CITY BLOCK 6008 TO ERNESTO GUAJARDO AND JOHN SALAS IN CONSIDERATION OF THE SUM OF \$948.08 AND DIRECTING THE DISPOSITION OF THE PROCEEDS OF THE SALE.

* * * * *

WHEREAS, at the Sheriff's Sale on September 6, 1960, in tax suit No. C-12796, The City of San Antonio and the San Antonio Independent School District bid in Lots 25, 26 and 27, New City Block 6008; and,

WHEREAS, the delinquent taxes and other charges against this property were City taxes \$436.51, School taxes \$224.03, county and State taxes \$164.95, and court costs \$123.59; and,

WHEREAS, Ernesto Guajardo and John Salas desire to purchase said property for the aforementioned taxes and charges against the property; NOW, THEREFORE:

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

SECTION 1. The City Manager is hereby authorized to execute a Quitclaim Deed to Ernesto Guajardo and John Salas to Lots 25, 26, and 27, New City Block 6008, for and in consideration of the payment of the sum of \$948.08. A copy of the aforementioned quit-claim deed is attached hereto and incorporated herein by reference.

SECTION 2. The proceeds of the aforesaid sale will be disbursed to pay the Court Costs in the amount of \$123.59, City taxes in the amount of \$436.51, School taxes in the amount of \$223.03, and State and County taxes in the amount of \$164.95.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32279

APPROVING PAYMENT OF THE CLAIM OF ALFRED HASLBAUER, 503 E. QUINCY STREET, IN THE SUM OF \$248 FOR DAMAGES DUE TO SEWER STOPPAGE.

* * * * *

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

SECTION 1. Payment of the claim of Alfred Haslbauer, 503 E. Quincy Street, San Antonio, Texas, in the sum of \$248, for damages due to sewer stoppage, is hereby approved.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32280

APPROPRIATING \$1,050.00 OUT OF FIRE STATION BOND FUND TO PURCHASE PLANTS AND MATERIALS NECESSARY FOR LANDSCAPING FIRE STATION #19.

* * * * *

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

SECTION 1. That the sum of \$1,050.00 is hereby appropriated out of Fire Station Bond Fund #479-04 for the purpose of landscaping Fire Station #19, located at 1310 Vance Jackson.

SECTION 2. The above funds will be used for the purchase of plant materials and for the construction of sidewalks and curbs utilized in connection with the landscaping.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32281

APPROVING THE TERMS AND CONDITIONS OF THE SALE BY THE URBAN RENEWAL AGENCY OF SAN ANTONIO OF CERTAIN PARCELS OF LAND IN URBAN RENEWAL PROJECT NO. I, TEX. R-39 (CENTRAL WEST PROJECT I), TO THE CONGREGATION OF SONS OF THE IMMACULATE HEART OF MARY, ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO AND THE CARMELITE SISTERS.

* * * * *

WHEREAS, a redevelopment plan for Urban Renewal Project I. Tex. R-39, (Central West Project I), in the City of San Antonio was adopted by the City Council of San Antonio on the 16th day of February, 1961 by Ordinance No. 29278, and

WHEREAS, certain tracts in said project as shown on the proposed resubdivision, a copy of which is filed with Ordinance No. 21758 passed September 26, 1963, were advertised for bids on March 23, 1964, in the Commercial Recorder and other publications, and

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

WHEREAS, the Board of Commissioners of the Urban Renewal Agency of the City of San Antonio adopted resolutions authorizing the sale at or above minimum disposition prices established by said Agency of certain parcels in said project to the parties named below; NOW, THEREFORE:

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

SECTION 1. The prices and conditions of the proposed sales by the Urban Renewal Agency of the City of San Antonio of certain parcels of land in Urban Renewal Project No. I, Tex. R-39 (Central West Project I) shown by the proposed resubdivision thereof are hereby approved in accordance with Section 11 of Article 1269 1-3 Vernon's annotated Civil Statutes, to the purchasers named as follows:

<u>Parcel No.</u>	<u>NCB</u>	<u>Purchaser</u>	<u>Price</u>
South part of 2	13421	Congregation of Sons of the Immaculate Heart of Mary	\$4,820.00
4	13421	" " " "	\$1,941.00
6	13421	" " " "	\$4,887.00
North part of 2	13421	Robert E. Lucey, Archbishop of San Antonio	\$3,870.00
7	13420	The Carmelite Sisters	\$3,681.00

Reference is hereby made to a plat of the area showing the aforementioned parcels, a copy of which is marked "Exhibit A" and attached hereto.

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

SECTION 3. Such sales by the said Urban Renewal Agency are to be made subject to restrictions in the Redevelopment Plan for said project, approved by Ordinance No. 29278, and the terms of the disposition documents approved by Resolution adopted by the Board of Commissioners of said Agency on March 21, 1962. A copy of said resolution marked "Exhibit B" is filed herewith and incorporated herein.

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

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

ACCEPTING THE HIGHEST AND BEST RESPONSIBLE BID OF THE CONGREGATION OF SONS OF THE IMMACULATE HEART OF MARY OF THE WESTERN PROVINCE FOR THE PURCHASE OF THE SOUTH PART OF PARCEL NO. II, NEW CITY BLOCK 13421, PARCEL NO. IV, NEW CITY BLOCK 13421, AND PARCEL NO. VI, NEW CITY BLOCK 13421, ALL OF SAID PROPERTY BEING A PART OF CENTRAL WEST PROJECT I, TEX. R-39; ACCEPTING THE TERMS AND CONDITIONS FOR THE PURCHASE OF SAID PROPERTY AS SET FORTH IN THE BID DOCUMENTS SUBMITTED BY SAID CONGREGATION AND SIGNED BY THE PRESIDENT, VERY REV. MICHAEL CECERE, C.M.F.; AND DIRECTING THE AGENCY'S EXECUTIVE DIRECTOR TO FORWARD THE PROPOSED SALE PRICE AND CONDITIONS THEREOF FOR APPROVAL BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO.

WHEREAS, the URBAN RENEWAL AGENCY of THE CITY OF SAN ANTONIO offered for sale the following described property located in Urban Renewal Project I, Tex. R-39;

<u>NCB</u>	<u>PARCEL NO.</u>	<u>SQ. FT.</u>	<u>ACRES</u>
13420	7	7,361.64	0.169
13421	2	17,380.44	0.399
13421	4	4,312.44	0.099
13421	6	8,145.72	0.187

and

WHEREAS, public advertisement of such sale was placed in the Commercial Recorder, The San Antonio Express, the San Antonio News, and the San Antonio Light newspaper on March 23, 1964; and

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

WHEREAS, after a bid period of fifteen (15) days, bids were opened at 2:00 P.M., on the 6th day of April, 1964 by the Real Estate Manager of the Urban Renewal Agency and the only bid on the following portion of the property advertised was by the Congregation of Sons of the Immaculate Heart of Mary of the Western Province, said bid being signed by the Very Rev. Michael Cecere, C.M.F. President; and,

WHEREAS, it is the opinion of this Board after considering the terms, conditions and purchase price set forth in said bid, that it is and conforms with the minimum disposition price set for the parcels bid upon, said disposition price being established by this Agency on December 12, 1963 and said bid is recommended for acceptance by the Director of the Real Estate Department of said Agency; and

WHEREAS, it is the opinion of this Board after considering the bid as a whole that it is the highest and best responsible bid for said property:

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

1. The attached bid of the Congregation of Sons of the Immaculate Heart of Mary of the Western Province, signed by Very Rev. Michael Cecere, C.M.F. President for the purchase of the following described property for the total sum of \$11,648.00 is hereby accepted as follows:

Item #1. Parcel No. - The South part of Parcel No. 2 fronting 172.98 feet on S. Santa Rosa Street on the East, 77.91 feet on the North, 168.6 feet on the West and 40.69 feet on the South in New City Block 13421.

Square Ft. - 9,640.

Bid Price -\$4,820.00.

Item #2. NCB 13421, Parcel No. 4.

Square Ft. - 4,312.44.

Bid Price -\$1,941.00.

Item #3. NCB 13421, Parcel No. 6.

Square Ft.- 8,145.72.

Bid Price - \$4,887.00.

TOTAL BID: \$11,648.00.

2. It is the finding of this Agency that said bid is the highest and best responsible bid for the purchase of the parcels and portions of parcels described in Paragraph 1 above.

3. The terms and conditions for the purchase of the property in the paragraph described in paragraph 1 as submitted by The Congregation are hereby approved.

4. The Executive Director is hereby authorized to forward this Agency's action for the sale of said parcel to the City Council of the City of San Antonio for the approval of the terms and conditions of such sale as set forth herein.

5. PASSED AND APPROVED this 16th day of April, 1964.

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

ATTEST: W. Martin
Executive Secretary
Resolution No. 371.

AN ORDINANCE 32282

AUTHORIZING A ONE-YEAR CONTRACT WITH W. J. LYONS, SR., FOR USE OF A PORTION OF THE BEAUTIFIED SECTION OF THE SAN ANTONIO RIVER IN CONJUNCTION WITH A RESTAURANT OPERATION.

*Amended
Ord. # 33125
March 11, 1965*

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

SECTION 1. That the City Manager is hereby authorized to enter into a contract with W. J. Lyons, Sr., for use of a portion of the beautified section of the San Antonio River in conjunction with the operation of a restaurant.

SECTION 2. The term of this contract is for a one-year period commencing on May 1, 1964, and ending on April 30, 1965.

SECTION 3. The City-owned property being leased is located in New City Block 914 and contains approximately 1,200 square feet.

SECTION 4. As consideration of said contract, the sum of \$600.00 is to be paid in advance to the City Tax Assessor and collector.

SECTION 5. Said contract is attached hereto and made a part hereof for all purposes.

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the City of San Antonio, acting through its City Manager, hereinafter called "City" and W. J. Lyons, Sr., hereinafter called "Lessee" in words and figures as follows:

1. The City hereby grants Lessee the right and privilege of operating an outdoor dining area on the beautified section of the San Antonio River on that portion of City owned property in New City Block 914, consisting of 1,200 square feet, more particularly described as follows:

An area consisting of approximately 1,200 square feet, parallel to Western boundary of Lot A-8, New City Block 914, beginning at a point on the West boundary of Lot A-8, which is 2 feet North of the southwest corner of Lot A-8; thence 50 feet in a Northwesterly direction along the West boundary of Lot A-8; thence at a 90 degree angle 24 feet in a Southwesterly direction; thence at a 90 degree angle 50 feet in a Southeasterly direction; thence at a 90 degree angle 24 feet in a Northeasterly direction to the beginning point.

2. TERM OF LEASE: The term of this Lease is for a one (1) year period beginning May 1, 1964 and ending April 30, 1965. The right is expressly reserved to the City, acting through the City Council, to terminate this Lease when it is deemed inconsistent with the public use of the property, or when the same may be deemed a nuisance by the Council.

3. Lessee shall conduct his operations in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the City affecting his business.

4. MAINTENANCE OF PROPERTY: Lessee shall at all times, maintain the sidewalk adjacent to the space used in the exercise of his privilege free from obstruction of any kind and shall not use any of said sidewalk area in the exercise of the privilege granted herein.

Lessee shall, or all times, keep the City-owned property used by him free of litter, trash, and paper and put some regular trash containers in the street in conformity with the garbage, sanitary, and health regulations of the City.

Lessee shall furnish all gas, water, electricity, or other utilities that may be necessary for the effective maintenance of this operation.

5. IMPROVEMENTS: Lessee shall not construct any improvements or structures in the area of his lease and no advertisements, decorations or displays will be placed thereon without the approval of the City, through the Director, Department of Parks and Recreation.

6. Insurance Requirements: Lessee shall hold the City Harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of Lessee's use of the said premises under his lease and shall provide public liability insurance protecting the City. A certificate of Insurance or other satisfactory evidence, shall be filed with the City Clerk, showing the following minimum provisions:

- (a) It shall name the City of San Antonio as co-insured.
- (b) The limits of liability shall be at least \$10,000 per person and \$20,000 per accident in case of bodily injuries, the limits in case of property damage shall be at least \$5,000.
- (c) Notice of cancellation of said insurance shall be provided for by the insuring agency.

7. TAXES: Lessee shall pay all taxes, including personal property taxes and sewer charges to the City before they become delinquent and failure to pay same shall be grounds for cancellation by the City of San Antonio of this privilege.

8. Nothing herein shall operate in any manner to prevent the City from permitting displays, tournaments, amusements, or river parades for the benefit of the public on the San Antonio River.

9. PAYMENT TO CITY: Lessee shall pay the City \$600.00 per year for this privilege, payable in advance to:

Tax-Assessor-Collector
City Hall Annex
506 Dolorosa Street
San Antonio, Texas

10. This contract is not assignable without the written consent of the City Council.

11. This instrument constitutes the entire agreement, there being no other written or oral agreement.

(Omit) 12. This instrument constitutes the entire agreement, there being no other written or oral agreements.

12. EXECUTED this 1st day of May, A.D., 1964.

CITY OF SAN ANTONIO

BY: /s/ Gerald C. Henckel, Jr.

/s/ W. J. Lyons, Sr., Lessee
Box 9284, Guilbeau Sta.
City 4

AN ORDINANCE 32283

ESTABLISHING ADMISSION CHARGES TO MUNICIPALLY-OPERATED SWIMMING POOLS.

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

SECTION 1. That the following admission charges are hereby adopted for municipally-operated swimming pools, as follows:

<u>Pool</u>	<u>Admission Charges</u>
San Pedro	Adults, 50¢; Children, 25¢ (under 15 years)
Woodlawn	Adults, 35¢; Children, 15¢ (Under 15 years)
Roosevelt	Adults, 35¢; Children, 15¢ (Under 15 years)
Bellview	Adults, 35¢; Children, 15¢ (Under 15 years)
Cassiano	Adults, 35¢; Children, 15¢ (Under 15 years)
Southside Lions	Adults, 35¢; Children, 15¢ (Under 15 years)
Monterrey	Adults, 35¢; Children, 15¢ (Under 15 years)
Lincoln	Adults, 35¢; Children, 15¢ (Under 15 years)
Southcross	Adults, 35¢; Children, 15¢ (Under 15 years)

SECTION 2. There will be no admission charges pertaining to the following swimming pools and wading pools:

<u>Swimming Pools</u>	<u>Wading Pools</u>
Central	Lincoln
Elmendorf	South San Antonio
Concepcion	Harlandale

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

John Gatti
M A Y O R Pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32284

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. 2035)