

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:

Swimming Pools

Central  
Elmendorf  
Concepcion

Wading Pools

Lincoln  
South San Antonio  
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)

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

That portion of Lot 24, NCB 12912 inside the City of San Antonio.

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

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

4. PASSED AND APPROVED this 7th day of May, A. D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32285

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. 2099)

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

That portion of Lot 62, Blck 6, NCB 8673 not presently zoned "F" Local Retail.

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

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

4. PASSED AND APPROVED this 7th day of May, A. D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32286

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. 2123)

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

Lot 12, NCB 10594.

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

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

4. PASSED AND APPROVED this 7th day of May, A. D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32287

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 there-zoning of the hereinbelow designated property, to-wit:

(Case No. 1987)

The rezoning and reclassification of property listed below as follows:

Lot 4, NCB 13500 from "A" Residence District to "D" Apartment District; and Lot 5, NCB 13500 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 7th day of May, A. D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32288

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 72.638 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 23rd 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 11th day of April, 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 72.638 acres; and,

WHEREAS, a petition has been signed by the owner of 67.263 acres of 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 and the remaining 5.375 acres of the area herein described comprise territory which is a part of Eisenhower Road and Fratt Road within the County of Bexar, Texas, and is publicly owned and is being used for public road purposes, 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 the include said area within the corporate limits of the City of San Antonio, Texas, to-wit:

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 EISENHAUER 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 of CAMELOT SUBDIVISION.

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

THENCE; S 0° 05' 30" E, 1321.16 feet along the west line of 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 on 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 south line of EISENHAUER ROAD.

THENCE; S 89° 46' 21" W, along the 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.

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 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

APPROVED AS TO FORM: Sam S. Wolf  
City Attorney

PASSED AND APPROVED this 11th Day of June, 1964.

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

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

AN ORDINANCE 32289

AUTHORIZING A RELEASE OF A BROADWAY CURBING ASSESSMENT LIEN AGAINST CERTAIN PROPERTY OWNED BY EARL FULLER.

\* \* \* \* \*

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

The City Manager is authorized to execute a release of lien on Lot 2C, New City Block 11928, for assessments levied by Ordinance 26978 as amended by Ordinance 28204 for the Broadway Curbing Project.

PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Antonio, a Texas municipal corporation, levied a curbing assessment lien against certain property having frontage on Broadway in said City, being more particularly described as follows:

Lot 2C, NCB 11928

WHEREAS, said assessment was for construction of curbing improvements and the lien was levied by Ordinance 26979 on October 2, 1958, as amended by Ordinance 28204 on December 30, 1959, in the principal amount of \$100.00 on the above described property in the name of Earl Fuller and that the aforementioned lien is recorded in Vol. 4402, Pages 198-206, and Vol. 4212, Pages 142-160, of the Deed of Trust Records of Bexar County, Texas; and,

WHEREAS, payment of principal and of interest as provided by aforesaid ordinances from January 1, 1960, has been made in full to the City of San Antonio;

NOW, THEREFORE, in consideration of the aforesaid payment, the receipt of which is hereby acknowledged, the City of San Antonio, acting by and through Gerald C. Henckel, its Assistant City Manager, pursuant to Ordinance adopted the 7th day of May, 1964, does hereby release and discharge the curbing assessment lien levied by the aforementioned Ordinance 26978 as amended against Lot 2C, NCB 11938, San Antonio, Bexar County, Texas, and the aforementioned owner, and no other.

EXECUTED this 7th day of May, 1964.

CITY OF SAN ANTONIO

BY: Gerald C. Henckel  
Assistant City Manager

AN ORDINANCE 32290

CANCELLING THE OBLIGATION OF MARTIN BROTHERS GENERAL CONTRACTORS, INC. IN CONNECTION WITH THEIR BID FOR THE DEMOLITION OF THE FORMER CITY JAIL, POLICE BUILDING AND FIRE STATION UNDER CERTAIN TERMS AND CONDITIONS; FORFEITING THE BID BOND OF SAID CONTRACTORS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARTIN BROTHERS GENERAL CONTRACTORS, INC. REGARDING SUCH CANCELLATION; AND DIRECTING THE PURCHASING AGENT TO READVERTISE FOR BIDS FOR SAID DEMOLITION.

\* \* \* \* \*

WHEREAS, on the 20th day of April, 1964, bids were received and opened by the City for the demolition of the City's former Police Building; its Corporation Court and Jail building and former Fire Station; and

WHEREAS, the low bid of Martin Brothers General Contractors, Inc. in the sum of \$2,400 was accepted by the City Council in Ordinance No. 32264 passed and approved on April 23, 1964 wherein all other bids were rejected; and

WHEREAS, the low qualified bidder, Martin Brothers General Contractors, Inc. has advised the City that it has exercised its option as provided in the bid documents to submitted on the 20th day of April, 1964, has agreed to relieve said Martin Brothers General Contractors, Inc. from the terms of said bid under certain additional terms and conditions; Now, Therefore:

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

Section 1. The obligation of Martin Brothers General Contractors, Inc. Low qualified bidder for the demolition of the former Police and City Jail and Fire Station sites pursuant to the provisions of Ordinance No. 32264 are hereby cancelled subject to the provisions set out in Sections 2, 3, 4 and 5 hereof.

Section 2. The bid bond deposit made by Martin Brothers General Contractors, Inc. in connection with the bid mentioned in Section 1 above is hereby forfeited to the City of San Antonio.

Section 3. Martin Brothers General Contractors, Inc. shall agree to reimburse City for the difference, if any, between the second low bid of \$12,150.00 and any sum in excess thereof which City may be required to pay as a result of readvertising and reletting said contract up to a maximum liability of \$5,000.00, and in connection therewith shall furnish City a cash deposit, bond, cashier's check or other guaranty or security to be approved by the City Attorney in the amount of \$5,000.00.

Section 4. The City Manager be and he is hereby authorized to execute an agreement with Martin Brothers General Contractors, Inc., providing for the cancellation of the existing contract between the City and Martin Brothers in accordance with the terms, conditions and stipulations hereinabove set forth.

Section 5. The Purchasing Agent is hereby directed to readvertise for bids on said proposal for the complete demolition of the structures on the former Fire, Police and City Jail sites.

Section 6. PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
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:

1. A public hearing shall be held before the City Council in McAllister Auditorium at San Antonio College, 1300 San Pedro Avenue, at 10:00 A.M., on June 4, 1964, to consider whether the public water supply shall be fluoridated by the City Water Board.

2. This resolution supercedes the resolution adopted the 23rd day of April, 1964, on the same subject.

3. PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32291

DESIGNATING THE BOUNDARIES OF 140.3 ACRES AS URBAN RENEWAL PROJECT V, TEX R-83 AS NEEDED FOR CONVENTION CENTER AND OTHER MUNICIPAL PURPOSES; AND TO SECURE CONCURRENCE FROM THE HOUSING AND HOME FINANCE AGENCY IN THE DESIGNATION OF THE BOUNDARIES OF SAID PROPOSED PROJECT; REQUESTING THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO TO RETAIN PROPERTIES WITHIN SAID AREA AND RESERVE SAME FOR THE USE OF THE GENERAL PUBLIC FOR MUNICIPAL PURPOSES; AND DIRECTING THE CITY CLERK TO FURNISH THE URBAN RENEWAL AGENCY WITH A COPY OF THIS ORDINANCE, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

\* \* \* \* \*

WHEREAS, the Urban Renewal Agency of the City of San Antonio is in the survey and planning stage of a proposed Urban Renewal project in the downtown area of the City of San Antonio as shown on the attached plat, said project being designated Project V, Civic Center, Tex R-83; and,

WHEREAS, the City of San Antonio acting through its governing body, the City Council and its administrative staff has studied the needs of the City for needed public municipal facilities with the downtown area; and,

WHEREAS, a special bond election was held on the 28th day of January, 1964, to finance proposed improvements including a convention center and other related municipal facilities; which election was overwhelmingly approved by the voters of the City of San Antonio; and,

WHEREAS, it is the opinion of the City Council of the City of San Antonio that said area is required for the erection of a convention center and other related municipal activities within the area designated for survey and planning as Urban Renewal Project V. and certain additional acreage immediately adjacent thereto; NOW, THEREFORE:

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

SECTION 1. The 140.3 acres designated as Urban Renewal Project V, Tex R-83 as shown on the attached plat marked Exhibit "B" and incorporated herein for all purposes, and described by field notes attached as Exhibit "A" hereof, is hereby designated as the area for the proposed City's convention center and other related municipal public facilities.

SECTION 2. The Urban Renewal Agency is hereby requested to obtain concurrence from the United States Government's Housing and Home Finance Agency in the designation of the area boundaries for the proposed Urban Renewal Project No. 5., Civic Center, Tex R-83, for survey and planning purposes.

SECTION 3. The Urban Renewal Agency of the City of San Antonio is hereby requested to reserve said area as described above to be retained for the use of the General public for municipal purposes, including a convention center and other related municipal facilities.

SECTION 4. The City of San Antonio will either purchase, lease or contract with said Urban Renewal Agency for the use of said premises not now owned by the City to be developed by the City according to and within the provisions and requirements of local, state and federal Urban Renewal laws.

SECTION 5. The purchase or lease of said properties within said area by the City is subject to the qualification of the proposed Urban Renewal Project V, Tex R-83, as an appropriate area for Urban Renewal activities within the provisions of Federal and State urban renewal laws.

SECTION 6. All ordinances in conflict herewith including Ordinance #32165 be and the same are hereby repealed.

PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

EXHIBIT "A"

FIELD NOTES FOR URBAN RENEWAL PROJECT V, TEX R-83, SAN ANTONIO,  
BEXAR COUNTY, TEXAS.

BEGINNING at a point on the north line of Commerce Street and the west right-of-way of the San Antonio River;

THENCE, in an easterly direction, along the north line of Commerce Street, to a point on the extension of the east line of La Salle Street;

THENCE, in a southerly direction, along the extension and east line of La Salle Street, to the Southwest corner of Lot 20, N.C.B. 684;

THENCE, in an easterly direction, to the southwest corner of said Lot 20, N.C.B. 684;

THENCE, in a southeasterly direction to the southeast corner of Lot 2, N.C.B. 684;

THENCE, in a southeasterly direction to an angle point in the west line of Lot 4, said point being 52.00 feet northeast of the southwest corner of Lot 4, NCB 683.

THENCE, in a southwesterly direction, a distance of 52.00 feet to a point on the northeast line of La Fritte Street;

THENCE, in a southeasterly direction along the northeast line of La Fritte Street, to a point on the extension of the east line of Lot 9, N.C.B. 687;

THENCE, in a southeasterly direction, along the extension and east line of said Lot 9, N.C.B. 687, to the southeast corner of said Lot 9, said point being located on the east line of Indianola Street;

THENCE, continuing on the east line of Indianola Street to a point on the south line of a 27.80 foot alley, said point being the northwest corner of Lot 9, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the south line of said alley to the northeast corner of Lot 10, Block 6, N.C.B. 690;

THENCE, in a southerly direction, along the east line of said lot 10 to the northwest corner of Lot 7, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the north line of said Lot 7 and its extension to a point on the east line of Newton Street;

THENCE, in a southerly direction along the east line of Newton Street, to the northwest corner of Lot 40, N.C.B. 691;

THENCE, in a southeasterly direction, along the north line of Lot 40, N.C.B. 691, to the northeast corner of said Lot;

THENCE, in a southwesterly direction, along the east line of said Lot 40 to a point on the north line of Wyoming Street;

THENCE, in a southeasterly direction along the north line and extension of the north line of Wyoming street to a point on the southeast line of Santa Clara Street;

THENCE; in a southwesterly direction, along the southeast line of Santa Clara Street to a point on the extension of the west line of Peach Street;

THENCE, in a southerly direction along the west line of Peach Street to a point on the extension of the south line of Victoria Street;

THENCE, in a northwesterly direction along the south line of Victoria Street to its intersection with the east line of Labor Street;

THENCE, in a westerly direction to the point of intersection of the south line of Victoria Street and west line of Labor Street;

THENCE, in a northwesterly direction, along the south line of Victoria Street to the north east corner of Lot 14, N.C.B. 706;

THENCE, in a southwesterly direction along the east line and extension of the east line of said Lot 14, to the northeast corner of Lot 5, N.C.B. 706, said point being on the south line of Garfield Alley;

THENCE, in a northwesterly direction, along the south line of Garfield Alley to a point on the east line of Water Street, said point being the northwest corner of Lot 1, N.E.B. 706;

THENCE, in a southwesterly direction, along the east line of Water Street to a point on the west line of Alamo Street;

THENCE, in a norther direction, along the west line of Alamo Street to a point on the south line of Nueva Street;

THENCE, in a westerly direction, along the south line of Nueva Street, to a point on the west line of South Presa Street;

THENCE, in a northerly direction, along the west line of South Presa Street, to a point on the north line of Market Street;

THENCE, in an easterly direction along the north line of Market Street to a point on the west right-of-way line of the San Antonio River;

THENCE, in a northerly direction, along the west right-of-way of the San Antonio River to a point on the north line of Commerce Street, said point being the point of Beginning and containing 140.30 acres of land, more or less.

AN ORDINANCE 32292 *amended 7-29-64 Ord 32545*

APPROVING THE UNDERTAKING OF SURVEYS AND PLANS FOR URBAN RENEWAL PROJECT NO.5 (CIVIC CENTER PROJECT) AND APPROVING THE SUBMISSION BY THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO OF A REVISED APPLICATION FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSE, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

\* \* \* \* \*

WHEREAS, under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to extend financial assistance to local public agencies in the elimination and prevention of the spread of their slums and urban blight through the planning and undertaking of urban renewal projects; and

WHEREAS, it is desirable and in the public interest that the Urban Renewal Agency of the City of San Antonio make surveys and prepare plans, presently estimated to cost approximately FOUR HUNDRED EIGHTY SIX THOUSAND, EIGHT HUNDRED NINETY ONE AND NO/100 (\$486,891.00) DOLLARS in order to undertake and carry out an urban renewal project of the Character contemplated by Section 110 (c) of Title I, in that area proposed as an urban renewal area, situated in the City of San Antonio, County of Bexar, and State of Texas, and described more particularly by metes and bounds in Exhibit "A" attached hereto and made a part here of; NOW, THEREFORE:

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

SECTION 1. That the proposed Urban Renewal Area composed of approximately 140.3 acres and described more particularly by metes and bounds in Exhibit "A" attached hereto and made a part hereof, or parts thereof, may qualify as a slum, blighted, deteriorated, or deteriorating area appropriate for an urban renewal project and that the undertaking by the Urban Renewal Agency of the City of San Antonio of surveys and plans for an urban renewal project of the Character contemplated by Section 110 (c) of Title I in the proposed Urban Renewal Area is hereby approved.

SECTION 2. That the financial assistance available under Title I is needed to enable the Urban Renewal Agency of the City of San Antonio to finance the planning and undertaking of the proposed project.

SECTION 3. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin and those relating to the relocation of site occupants and the provisions of local grants-in-aid and the requirement that, as a condition to the execution of a contract for a loan or capital grant for an urban renewal project, the locality must present to the Housing and Home Finance Administrator a workable program for community improvements, as set forth in Section 101 (c) of Title I, for utilizing appropriate public and private resources to eliminate and prevent the development or spread of slums and urban blight; and that it is the sense of this body (a) that a feasible method for the relocation of families displaced from the urban renewal area, in conformity with Title I, can be prepared,

and (b) that the local grants-in-aid can and will be provided in an amount which will be not less than one-third of the New Project Cost of the Project and which, together with the Federal capital grant, will be generally equal to the difference between Gross Project cost and the proceeds or value of project land sold, leased, or retained for use in accordance with the urban renewal plan.

SECTION 4. The filing of a revised application by the Urban Renewal Agency of the City of San Antonio for an advance of funds from the United States of America to enable it to defray the cost of the surveys and plans for an urban renewal project in the proposed Urban Renewal Area described in Exhibit "A" attached hereto is hereby approved.

SECTION 5. All ordinances in conflict herewith including Ordinance #31829 and Ordinance #32179 be and the same are hereby repealed.

PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

EXHIBIT "A"

FIELD NOTES FOR URBAN RENEWAL PROJECT V, TEX R-83, SAN ANTONIO,  
BEXAR COUNTY, TEXAS.

BEGINNING AT a point on the north line of Commerce Street and the west right-of-way of the San Antonio River;

THENCE, in an easterly direction, along the north line of Commerce Street, to a point on the extension of the east line of La Salle Street;

THENCE, in a southerly direction, along the extension and east line of La Salle Street, to the southwest corner of Lot 20, N.C.B. 684;

THENCE, in an easterly direction, to the southeast corner of said Lot 20, N.C. B. 684;

THENCE, in a southeasterly direction to the southeast corner of Lot 2, N.C.B. 684;

THENCE, in a southeasterly direction to an angle point in the west line of Lot 4, said point being 52.00 feet northeast of the southwest corner of Lot 4, N.C.B. 683;

THENCE, in a southwesterly direction, a distance of 52.00 feet to a point on the northeast line of La Fitte Street;

THENCE, in a southeasterly direction along the northeast line of La Fitte Street, to a point on the extension of the east line of Lot 9, N.C.B. 687;

THENCE, in a southeasterly direction, along the extension and east line of said Lot 9, N. C. B. 687, to the southeast corner of said Lot 9, said point being located on the east line of Indianola Street;

THENCE, continuing on the east line of Indianola Street to a point on the south line of a 27.80 foot alley, said point being the northwest corner of Lot 9, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the south line of said alley to the northeast corner of Lot 10, Block 6, N.C.B. 690;

THENCE, in a southerly direction, along the east line of said lot 10 to the northwest corner of Lot 7, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the north line of said Lot 7 and its extension to a point on the east line of Newton Street;

THENCE, in a southerly direction along the east line of Newton Street, to the northwest corner of Lot 40, N.C.B. 691;

THENCE, in a southeasterly direction, along the north line of Lot 40, N.C.B. 691, to the northeast corner of said Lot;

THENCE, in a southwesterly direction, along the east line of said Lot 40 to a point on the north line of Wyoming Street;

THENCE, in a southeasterly direction along the north line and extension of the north line of Wyoming street to a point on the southeast line of Santa Clara Street;

THENCE, in a southwesterly direction, along the southeast line of Santa Clara Street to a point on the extension of the west line of Peach Street;

THENCE, in a southerly direction along the west line of Peach Street to a point on the extension of the south line of Victoria Street;

THENCE, in a northwesterly direction along the south line of Victoria Street to its intersection with the east line of Labor Street;

THENCE, in a westerly direction to the point of intersection of the south line of Victoria Street and west line of Labor Street;

THENCE, in a northwesterly direction, along the south line of Victoria Street to the northeast corner of Lot 14, N.C.B. 706;

THENCE, in a southwesterly direction along the east line of said Lot 14, to the northeast corner of Lot 5, N.C.B. 706, said point being on the south line of Garfield Alley;

THENCE, in a northwesterly direction, along the south line of Garfield Alley to a point on the east line of Water Street, said point being the northwest corner of lot 1, N.C.B. 706;

THENCE, in a southwesterly direction, along the east line of Water Street to a point on the west line of Alamo Street;

THENCE, in a norther direction, along the west line of Alamo Street to a point on the south line of Nueva Street;

THENCE, in a westerly direction, along the south line of Nueva Street, to a point on the west line of South Presa Street;

THENCE, in a northerly direction, along the west line of South Presa Street, to a point on the north line of Market Street;

THENCE, in an easterly direction along the north line of Market Street to a point on the west right-of-way line of the San Antonio River;

THENCE, in a northerly direction, along the west right-of-way of the San Antonio River to a point on the north line of Commerce Street, said point being the point of Beginning and containing 140.30 acres of land, more or less.

*Amended  
Ord. 35132  
March 11, 1965*

AN ORDINANCE 32293

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

\* \* \* \* \*

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

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

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

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

SECTION 4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 7th day of May, 1965, the estimated time required for completion of engineering, appraisal and purchase of the area protected hereby.

SECTION 5. All ordinances in conflict herewith, including Ordinance #32116 and Ordinance #32178 be and the same are hereby repealed.

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

PASSED AND APPROVED this 7th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

EXHIBIT "A"

FIELD NOTES FOR URBAN RENEWAL PROJECT V, TEX R-83, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at a point on the north line of Commerce Street and the west right-of-way of the San Antonio River;

THENCE, in an easterly direction, along the north line of Commerce Street, to a point on the extension of the east line of La Salle Street;

THENCE, in a southerly direction, along the extension and east line of La Salle Street, to the southwest corner of Lot 20, N.C.B. 684;

THENCE, in an easterly direction, to the southeast corner of said Lot 20, N.C.B. 684;

THENCE, in a southeasterly direction to the southeast corner of Lot 2, N.C.B. 684;

THENCE, in a southeasterly direction to an angle point in the west line of Lot 4, said point being 52.00 feet northeast of the southwest corner of Lot 4, N.C.B. 683;

THENCE, in a southwesterly direction, a distance of 52.00 feet to a point on the northeast line of La Fitte Street;

THENCE, in a southeasterly direction along the northeast line of La Fitte Street, to a point on the extension of the east line of Lot 9, N.C. B. 687;

THENCE, in a southeasterly direction, along the extension and east line of said Lot 9, N.C.B. 687, to the southeast corner of said Lot 9, said point being located on the east line of Indianola Street;

THENCE, continuing on the east line of Indianola Street to a point on the south line of a 27.80 foot alley, said point being the northwest corner of Lot 9, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the south line of said alley to the northeast corner of Lot 10, Block 6, N.C.B. 690;

THENCE, in a southerly direction, along the east line of said Lot 10 to the northwest corner of Lot 7, Block 6, N.C.B. 690;

THENCE, in a southeasterly direction along the north line of said Lot 7 and its extension to a point on the east line of Newton Street;

THENCE, in a southerly direction along the east line of Newton Street, to the northwest corner of Lot 40, N.C.B. 691;

THENCE, in a southeasterly direction, along the north line of Lot 40, N.C.B. 691, to the northeast corner of said lot;

THENCE, in a southwesterly direction, along the east line of said Lot 40 to a point on the north line of Wyoming Street;

THENCE, in a southeasterly direction along the north line and extension of the north line of Wyoming Street to a point on the southeast line of Santa Clara Street;

THENCE, in a southwesterly direction, along the southeast line of Santa Clara Street to a point on the extension of the west line of Peach Street;

THENCE, in a southerly direction along the west line of Peach Street to a point on the extension of the south line of Victoria Street;

THENCE, in a northwesterly direction along the south line of Victoria Street to its intersection with the east line of Labor Street;

THENCE, in a westerly direction to the point of intersection of the south line of Victoria Street and west line of Labor Street;

THENCE, in a northwesterly direction, along the south line of Victoria Street to the northeast corner of Lot 14, N.C.B. 706;

THENCE, in a southwesterly direction along the east line and extension of the east line of said Lot 14, to the northeast corner of Lot 5, N.C.B. 706, said point being on the south line of Garfield Alley;

THENCE, in a northwesterly direction, along the south line of Garfield Alley to a point on the east line of Water Street, said point being the northwest corner of Lot 1, N.C.B. 706;

THENCE, in a southwesterly direction, along the east line of Water Street to a point on the west line of Alamo Street;

THENCE, in a northerly direction, along the west line of Alamo Street to a point on the south line of Nueva Street;

THENCE, in a westerly direction, along the south line of Nueva Street, to a point on the west line of South Presa Street;

THENCE, in a northerly direction, along the west line of South Presa Street, to a point on the north line of Market Street;

THENCE, in an easterly direction along the north line of Market Street to a point on the west right-of-way line of the San Antonio River;

THENCE, in a northerly direction, along the west right-of-way of the San Antonio River to a point on the north line of Commerce Street, said point being the point of beginning and containing 140.30 acres of land, more or less.

AN ORDINANCE 32294

EXTENDING THE EFFECTIVE PERIOD OF ORDINANCE 29486 AS TO A PORTION OF RIGHT-OF-WAY FOR U. S. HIGHWAY 90 WEST EXPRESSWAY; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY, UNTIL MAY 24, 1965.

\* \* \* \* \*

WHEREAS, additional time is required for completion of engineering, appraisal and acquisition of the right-of-way for U. S. Highway 90 West Expressway, within the City of San Antonio City Limits; NOW, THEREFORE:

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

SECTION 1. The provisions of Ordinance 31371, as amended and extended, shall apply hereafter only to the right-of-way for U. S. 90 West Expressway from Cupples Road west to the city limits.

SECTION 2. All other provisions of said ordinance, as amended, shall remain in force for an additional one year period ending May 24, 1965, the time estimated for completion of engineering, appraisal and acquisition of right-of-way protected for such project.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32295

EXTENDING THE EFFECTIVE PERIOD OF ORDINANCE 29484 AS TO A PORTION OF THE RIGHT-OF-WAY FOR INTERSTATE HIGHWAY 10 (US HIGHWAY 90); ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY, UNTIL MAY 24, 1965.

\* \* \* \* \*

WHEREAS, an additional time is required for completion of engineering, appraisal and acquisition of the right-of-way for Interstate Highway 10 (U.S. Highway 90) within the City of San Antonio City Limits; NOW, THEREFORE:

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

SECTION 1. The provisions of Ordinance 29484, as amended and extended, shall apply hereafter only to the right-of-way for Interstate Highway 10 (U.S. Highway 90 East) from Nogalitos Street east to St. Hedwig Road (Exhibit A filed with said ordinance).

SECTION 2. All other provisions of said ordinance, as amended, shall remain in force for an additional one year period ending May 24, 1965, the time estimated for completion of engineering, appraisal and acquisition of right-of-way protected for said project.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32296

CLOSING AND ABANDONING A PORTION OF HUTCHINS STREET LOCATED IN NCB. 11186 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO THURMAN BARRETT, SR., AND THURMAN BARRETT, JR.

\* \* \* \* \*

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

SECTION 1. That a portion of Hutchins Street adjacent to IH 35 Expressway In NCB 11186 as more fully described in the plat attached hereto, is hereby closed and abandoned.

SECTION 2. For the sum of \$1.00 and other good and valuable consideration, the City Manager is authorized to execute a quitclaim deed of the above described parcel of land containing approximately .727 acres, to Thurman Barrett, Sr., and Thurman Barrett, Jr.

Said Quitclaim Deed containing the metes and bounds description of said property is attached hereto and made a part hereof.

SECTION 3. Said Quitclaim Deed will not be delivered to the Grantees until such time as the City Public Service Board advises the City Land Division that a satisfactory utility easement through a portion of subject property has been obtained.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

QUITCLAIM DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32296, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by THURMAN BARRETT, SR., AND THURMAN BARRETT, JR., hereinafter called "Grantees", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM AND RELEASE, unto the said THURMAN BARRETT, SR., and THURMAN BARRETT, JR., all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

A certain parcel of land containing SEVEN HUNDRED TWENTY SEVEN ONE-THOUSANDTHS (0.727) of an acre, comprising the remaining portion of the abandoned part of Hutchins Street as shown on Vacating Plat of record in Volume 3535, page 42, Deed and Plat Records of Bexar County, Texas, as amended by Deed of Dedication recorded in Volume 4531, page 249, Deed Records of said County, situated in New City Block 11186, within the corporate limits of the City of San Antonio, Bexar County, State of Texas, said 0.727 acres being more particularly described as follows, to-wit:

BEGINNING at a concrete monument at an angle in the South line of Hutchins Street, being a point 1454.40 Feet, South 89° -41' West from the intersection of the South line of Hutchins Street with the West line of Marek Street;

THENCE South 89° - 41' West, along the south line of the abandoned portion of Hutchins Street, a distance of 497.05 Feet to a point for corner in the South R.O.W. Line of U. S. 81 Expressway;

THENCE with the south R.O.W. line of U. S. 81 Expressway in an Easterly direction, along the arc of a curve to the right whose radius is 2828.79 feet, a distance of 136.47 Feet to a point for corner in the North line of Hutchins Street;

THENCE North 89° - 41' East, along the North line of the abandoned portion of Hutchins Street, a distance of 348.10 feet to a point for corner in the Southwest line of Hutchins Street, as established by Deed of Dedication of record in Volume 4531, page 249, Deed Records of Bexar County, Texas;

THENCE, South 25° - 19' East, along the said Southwest line of Hutchins Street, a distance of 82.75 feet to the Place of Beginning.

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

TO HAVE AND TO HOLD the aforescribed premises unto the said THURMAN BARRETT, SR., And THURMAN BARRETT, JR., their heirs and assigns forever.

WITNESS MY HAND THIS 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

AN ORDINANCE 32297

CLOSING AND ABANDONING AN ALLEY LOCATED BETWEEN NCB 2560 AND NCB 2561 AND AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS THERETO TO ABUTTING OWNERS FOR A TOTAL CONSIDERATION OF \$1,127.00.

\* \* \* \* \*

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

SECTION 1. That an alley located between NCB 2560 and NCB 2561 and bounded on the North by Camp Street and on the South by Herff Street is hereby closed and abandoned.

SECTION 2. That the City Manager is hereby authorized to execute Quitclaim Deeds to said parcel of land to the abutting owners for a total consideration of \$1,127.00 as follows:

Robert L. B. Tobin	\$283.00
Golden West Oil Company	193.00
H. B. Zachry & Marjorie Power Zachry, Trustees	283.00
Mary Lillian Stevens	175.00
Charles H. Jackson, Jr.	131.00
Adolfo Perez & Josefa F. Perez	62.00

SECTION 3. Said Quitclaim Deeds are attached hereto and made a part hereof for all purposes.  
PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

QUITCLAIM DEED

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of SIXTY TWO AND NO/100 (\$62.00) DOLLARS, to it in hand paid by Adolfo Perez and Josefa F. Perez, hereinafter called "Grantees", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED AND BY THESE PRESENTS Does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Grantees all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

E/2 of 14' Alley West of and adjacent to Lot 12, NCB 2560

BEGINNING at the Northwest corner Lot 12 and Southwest corner Lot 11, NCB 2560

Thence West with an extension of North Line Lot 12 and South Line Lot 11 to its point of intersection with the Center Line of 14' Alley.

Thence with center line of said 14' alley Southwardly 35.5' to its point of intersection with the North boundary of Herff Street.

Thence East with the North Boundary line of Herff Street to the Southwest corner of Lot 12, NCB 2560

Thence Northwardly with the West boundary line of Lot 12, 35.5 feet to the place of beginning.

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

This Quitclaim is subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed premises unto the said Adolfo Perez and Josefa F. Perez, their successors and assigns forever.

WITNESS MY HAND this 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

QUITCLAIM DEED

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED THIRTY ONE AND NO/100 (\$131.00) DOLLARS, to it in hand paid by Charles H. Jackson, Jr., hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Grantee all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit;

E/2 of 14" Alley West of and adjacent to Lots 9, 10 & 11, NCB 2560

BEGINNING At the Northwest corner of Lot 9 and Southwest Corner Lot 8, NCB 2560.

Thence with an extension of North Line Lot 9 and South line of Lot 8, West to Center line of 14' Alley.

Thence with said Center line Southward 75' to point of intersection with an extension of North line Lot 12 and South line of Lot 11 to Center Line of Said Alley.

Thence East with said extended line to the Southwest corner Lot 11 and Northwest corner Lot 12, NCB 2560.

Thence Northwardly with the West boundary line of Lots 11, 10 & 9, 75' to the place of beginning:

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

This Quitclaim is subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed premises unto the said Charles H. Jackson, Jr., his successors and assigns forever.

WITNESS MY HAND this 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

QUITCLAIM DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 (\$175.00) DOLLARS, to it in hand paid by Mary Lillian Stevens, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, sell, Quitclaim and RELEASE, unto the said Grantee all its right, title, interest and estate in and the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

E/2 of 14' Alley West of and adjacent to Lots 5, 6, 7 & 8, and NCB 2560

BEGINNING at the Northwest corner Lot 5, NCB 2560 same being Southwest corner Lot 4, NCB 2560.

Thence West with an extension of South Line of Lot 4, and North Line of Lot 5 to the Center line of 14' alley.

Thence Southwardly with the Center line of said 14' Alley 100' to its point of intersection with an extension of North Line of Lot 9 and South line of Lot 8 and Center Line of 14' Alley.

Thence East with said extended line to the Southwest Corner Lot 8 and Northwest corner Lot 9, NCB 2560

Thence Northwardly with the West line of Lots 8, 7, 6 & 5, NCB 2560 100' to the place of beginning;

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

This Quitclaim is subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed promises unto the said Mary Lillian Stevens, her successors and assigns forever.

WITNESS MY HAND This 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

QUITCLAIM DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of TWO HUNDRED EIGHTY THREE AND NO/100 (\$283.00) DOLLARS, to it in hand paid by H. B. Zachry and Marjorie Powell Zachry, Trustees of the Mary Patricia Zachry Trust, Emma Leigh Zachry Trust, Henry Bartell Zachry, Jr., Trust, James Powell Zachry Trust and Suzanne Lane Zachry Trust, herein after called "Grantees", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED And RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Grantees all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

W/2 of 14' Alley East of and adjacent to Lot 12, NCB 2561.

BEGINNING at the Northeast corner Lot 12, NCB 2561 same being the Southeast corner Lot 11, NCB 2561.

Thence Southwardly with the East line of said Lot 12, 161.7" to its Southeast corner said corner being the North boundary line of Herff Street.

Thence East with said North boundary line of Herff Street to center line of 14' Alley.

Thence Northwardly with the Center line of Said 14' Alley 161.7' to point of intersection with an extension of North line of Lot 21 and South line of Lot 11 East to Center line of said Alley.

Thence West 7' with said extended line to the Northeast corner of said Lot 12 and southeast corner Lot 11 same being the place of beginning;

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

This Quitclaim is subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed premises unto the said H. B. Zachry, and Marjorie Powell Zachry Trustees of the Mary Patricia Zachry Trust, Emma Leigh Zachry Trust, Henry Bartell Zachry, Jr. Trust, James Powell Zachry Trust and Suzanne Lane Zachry Trust, Their successors and assigns forever.

WITNESS MY HAND this 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

QUITCLAIM DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of the said City, for and in consideration of the payment of the sum of ONE HUNDRED NINETY THREE AND NO/100 (\$193.00) DOLLARS, to it in hand paid by Golden West Oil Company, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED And RELEASED by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Grantee all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

E/2 of 14' Alley West of and adjacent to Lots 1, 2, 3 & 4, NCB 2560.

BEGINNING at the NW Corner lot 1, NCB 2560 same being in the South Boundary line of Camp Street.

Thence West 7' with the South boundary line of Camp Street to Center line of 14' Alley.

Thence Southwardly with said Center line 110.5' to point of intersection with the extension of the South line of Lot 4 and North line of Lot 5 West to said Center line.

Thence East with said extended line to the Southwest corner of Lot 4, NCB 2560.

Thence Northwardly with the West line of Lots 4, 3, 2 & 1 110.5' to place of beginning;

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

This Quitclaim is subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed premises unto the said Golden West Oil Company, its successors and assigns forever.

WITNESS MY HAND this 14th day of May, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

QUITCLAIM DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 32297, dated the 14th day of May, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of TWO HUNDRED

EIGHTY THREE AND NO/100 (\$283.00) DOLLARS, to it in hand paid by Robert L. B. Tobin, herein after called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL QUITCLAIM and RELEASE, unto the said Grantee all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

W/2 of 14' Alley East of and adjacent to Lot 11, NCB 2561.

BEGINNING At the Northeast corner of lot 11, NCB 2561, same being in the South Boundary line of Camp Street.

Thence, Southwardly with the East line of said Lot 11, 161.7' to its Southeast corner.

Thence East with an extensions of the South line of said Lot 11 and North line of Lot 12 to center line of said Alley.

Thence North with center line of said Alley 161.7' to point in South boundary line of Camp Street.

Thence West 7' with South boundary line of Camp Street to place of beginning; together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

This Quitclaim in subject however to the restriction that other than fencing and paving, no building or structure will be erected on the property herein conveyed.

TO HAVE AND TO HOLD the aforescribed premises unto the said Robert L. B. Tobin, his successors and assigns forever.

WITNESS MY HAND this 14th day of May, 1964.

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

AN ORDINANCE 32298

APPROPRIATING \$2,215.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS FOR ACQUISITION OF RIGHT OF WAY; AUTHORIZING THE TRANSFER OF \$19,950.00 FROM THE GENERAL FUND TO STREET IMPROVEMENT BONDS, 1957 AND APPROPRIATING THE SAME FOR ACQUISITION OF RIGHT OF WAY FOR THE COLORADO-BRAZOS CONNECTION AND THE FRESNO-OLMOS PAVING PROJECT; AUTHORIZING TRANSFER OF THE UNAPPROPRIATED BALANCE OF FIRE STATION CONSTRUCTION BOND FUND 479-04 TO FIRE STATION BONDS, 1964 FUND #489-04 AND APPROPRIATING \$7,000.00 THEREOF FOR PURCHASE OF PROPERTY PERTAINING TO FIRE STATION #30; AUTHORIZING THE TRANSFER OF \$3,145.00 FROM ACCOUNT 70-01-01 TO SPECIAL PROJECT ACCOUNT 09-04-20 FOR BLANCO ROAD WIDENING; ACCEPTING AN EASEMENT PERTAINING TO THEO AVENUE SANITARY SEWER PROJECT.

\* \* \* \* \*

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

SECTION 1. The sum of \$2,215.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

- a. \$1,430.00 payable to Stewart Title Company as escrow agent for A. H. Fenstermaker for title to Lots 55 and 56, Block 37, New City Block 8075, being Parcels 614-4914 & 615-4915.
- b. \$625.00 payable to Stewart Title Company as escrow agent for Mary Gloria, et al for title to Lot 23, Block 31, New City Block 8069, being Parcel 570-4870.
- c. \$160.00 payable to Stewart Title company as escrow agent for Rodolfo Valdez and Felipa Valdez for title to 0.0063 of one acre of land, more or less, in New City Block 8074, being Parcel 607-4907.

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 \$19,950.00 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 and the Fresno-Olmos Paving Project as follows:

- a. \$15,000.00 payable to Alamo Title Company as escrow agent for Marcela G. Tijerina for title to all of Lots 10 and 11, Block 4, New City Block 2347, being Parcels 3661 & 3662.
- b. \$3,250.00 payable to Alamo Title Company as escrow agent for Domingo Escamilla and Justina Escamilla for title to the east 27.80 foot tract out of Lot 2, Block 1, NCB 2347, being Parcel 3652.
- c. \$1,700.00 payable to Guaranty Title Company as escrow agent for Broadway Oil Company for title to a tract of land out of Lots 9 and 10, Block 61, New City Block 7216, being Parcels 5665 & 5666.

Copies of the Warranty Deeds covering the above properties are filed herewith and incorporated herein by reference for all purposes.

SECTION 3. Authorizing the transfer of the unappropriated balance of fire Station Construction Bond Fund #479-04 to Fire Station Bonds, 1964 Fund #489-04 and appropriating \$7,000.00 thereof for purchase of property pertaining to Fire Station #30 to Stewart Title Company as escrow agent for Mary Podehl, also known as Emma Podehl, a feme sole for title to West 122.45 feet of the East 562.60 feet of Lot 17, New City Block 10580, being Parcel 5806. A copy of the Warranty Deed is filed herewith and incorporated.

see below

SECTION 4. Authorizing the transfer of \$3,145.00 from Account 70-01-01 to Special Project Account 09-04-20 for Blanco Road Widening Project and appropriating the same to Commercial \*Title to a 0.370 acre tract out of New City Block 11781, being Parcel 1. A copy of the Warranty Deed is filed herewith and incorporated herein by reference for all purposes..

SECTION 5. That the conveyance and dedication from Ben Sabedra and Estella Sabedra covering the east 4 feet of Lot 86, Block 17, New City Block 3460 in the City of San Antonio, Bexar County, Texas for the Theo Avenue Sanitary Sewer Project 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 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

\* company as escrow agent for John S. Maxson, et al for title to

AN ORDINANCE 32299

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 THE 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 28th day of May, 1964, 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 58 Legislature, Regular Session, 1963; compiled as Article 970a, Vernon's Texas Civil Statutes).

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

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

EXHIBIT "A"

NOTICE OF PUBLIC HEARING ON CONTEMPLATED ANNEXATION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of San Antonio, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said City to include the following described territory, to-wit:

BEGINNING at a point on the present City Limits Line of the City of San Antonio, said point being on the southwest line of Stone Haven Drive, and southwest line of the LITCHFIELD COLONY in the Colonies North Subdivision, said point also located on the northeast line of The Tioga Colony in Colonies North Subdivision.

THENCE; S 38° 31' 13" W, along the present City Limits Line, a distance 106.13 feet to a point on the southwest line of said TIOGA COLONY.

THENCE; along the boundaries of TIOGA COLONY as follows:

- N 48° 39' W, 141.50 feet
- S 41° 21' W, 35.00 feet.
- N 48° 39' W, 619.76 feet to the point of curvature of a curve having a radius of 249.00 feet.

THENCE; along said curve a distance of 191.11 feet to the point of tangency of said curve.

Thence; S 87° 22' 33" W, 495.96 Feet.  
 S 2° 37' 27" E, 13.00 feet.  
 S 87° 22' 33" W, 191.00 feet.  
 N 2° 37' 27" W, 692.18 feet.  
 S 87° 22' 33" W, 350.00 feet.  
 N 2° 37' 27" W, 329.64 feet.  
 N 5° 53' 18" W, 328.89 feet.  
 N 87° 22' 33" E, 559.72 feet to a point  
 on the east line of TIOGA DRIVE

THENCE, S 2° 37' 27" E, along east line of TIOGA DRIVE, a distance of 35.00 feet to north line of a 16.00 feet utility easement.

THENCE; N 87° 22' 33" E, along north line of 16.00 foot utility easement, a distance of 141.00 feet to a point.

THENCE; S 2° 37' 27" E, a distance of 106.00 feet to a point on the north line of COLONY DRIVE.

THENCE; N 87° 22' 33" E, along the north line of COLONY DRIVE, a distance of 580.00 feet to a point on the west line of NORTHAMPTON DRIVE.

THENCE; S 2° 37' 27" E, a distance of 106.00 feet to a point on the north line of Colony Drive.

THENCE; N 87° 22' 33" E, along the north line of COLONY DRIVE, a distance of 580.00 feet to a point on the west line of NORTHAMPTON DRIVE.

THENCE; S 2° 37' 27" E, along the west line of NORTHAMPTON DRIVE, a distance of 761.25 feet to a point on the south line of GREENTREE DRIVE.

THENCE; S 15° 35' 21" W, a distance of 146.00 feet to the division line between the LITCHFIELD AND TIOGA COLONIES.

THENCE; along a curve having a radius of 574.00 feet, a distance of 258.08 feet to the point of tangency of said curve.

THENCE; along said division line between LITCHFIELD AND TIOGA COLONIES  
 As follows:

S 48° 39' E, 569.76 feet to a point on the  
 northwest line of LITCHFIELD DRIVE.

THENCE; S 41° 21' W, along the northwest line of LITCHFIELD DRIVE, A  
 Distance of 119.00 feet to the point of curvature of a 15.00 foot radius  
 curve.

THENCE; along said curve, a distance of 23.56 feet to the point of tangency  
 of said curve, said point being on the northeast line of STONEHAVEN  
 DRIVE.

THENCE; S 41° 21' W, a distance of 50.00 feet to a point on the  
 southwest line of STONEHAVEN DRIVE, said point being the point of  
 Curvature of a 15.00 foot radius curve;

THENCE; along said curve, a distance of 23.56 feet to the point of  
 tangency of said curve, said point being on the northwest line of  
 LITCHFIELD DRIVE.

THENCE; S 48° 39' E, a distance of 50.00 feet to a point on the southeast  
 line of LITCHFIELD DRIVE, said point being the point of curvature of a  
 15.00 foot radius curve;

THENCE; along said curve, a distance of 23.56 feet to the point of  
 tangency of said curve, said point being on the southwest line of  
 STONEHAVEN DRIVE;

THENCE, S 48° 39' E, along the southwest line of STONEHAVEN DRIVE,  
 A distance of 121.26 feet to the point of beginning, and containing  
 36.807 acres.

A public hearing will be held by and before the City Council of the City of San Antonio, Texas, on the 28th day of May, 1964, at 8:30 A.M., o'clock in the City Council Chamber of the City Hall of the City of San Antonio, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of San Antonio, Texas, this 14th day of May, 1964.

B. J. Shelley  
 CITY MANAGER  
 City of San Antonio, Texas

ATTEST: J. H. Inselmann  
 City Clerk

AN ORDINANCE 32300

APPROPRIATING THE SUM OF \$18,663.82 OUT OF STREET IMPROVEMENT BONDS, 1964 FOR ENGINEERING SERVICES PERFORMED BY EARL J. WENTWORTH IN CONNECTION WITH THE QUINTANA ROAD AND CUPPLES ROAD PROJECT; ALSO APPROPRIATING THE SUM OF \$1,000.00 FROM THE SAME FUND AS A MISCELLANEOUS CONTINGENCY ACCOUNT.

\* \* \* \* \*

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

SECTION 1. That the sum of \$18,663.82 is hereby appropriated out of Fund #489-01, Street Improvement Bonds, 1964 for engineering services furnished by Earl J. Wentworth in connection with the Quintana Road and Cupples Road Project as authorized by Ordinance No. 32098 passed and approved February 6, 1964.

SECTION 2. The above sum is to be paid to the Bexar county National Bank of San Antonio in accordance with an assignment made by Earl J. Wentworth therefor.

SECTION 3. That the sum of \$1,000.00 is hereby appropriated out of Fund #489-01, Street Improvement Bonds, 1964 to be used as a Miscellaneous Expenses Contingency Account for the above mentioned project.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32301.

APPROPRIATING THE SUM OF \$5,772.00 OUT OF PARKS IMPROVEMENT BOND, 1964 PAYABLE TO WALTER E. HAGGARD & ASSOCIATES FOR ENGINEERING SERVICES IN CONNECTION WITH CASSIANO AND MONTERREY PARKS SWIMMING POOLS; AND APPROPRIATING \$500.00 FROM THE SAME FUND AS A MISCELLANEOUS CONTINGENCY ACCOUNT.

\* \* \* \* \*

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

SECTION 1. The sum of \$5,772.00 is hereby appropriated out of Fund #489-03, Parks Improvement Bond, 1964, payable to Walter E. Haggard & Associates for engineering services rendered in connection with the Cassiano and Monterrey Parks swimming pools as authorized by Ordinance No. 32085 passed and approved on January 30, 1964.

SECTION 2. Appropriating the sum of \$500.00 Out of Fund #489-03, Parks Improvement Bond, 1964 to be used as a Miscellaneous Expenses Contingency Account for this project.

PASSED AND APPROVED This 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32302

AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE HARLANDALE INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE CITY TO MAINTAIN AND OPERATE A RECREATIONAL SWIMMING PROGRAM AT THE McCOLLUM HIGH SCHOOL SWIMMING POOL FROM JUNE 1, 1964 TO AUGUST 28, 1964.

\* \* \* \* \*

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

SECTION 1. The City Manager is authorized to execute an agreement between the City and the Harlandale Independent School District providing for the City to maintain and operate a recreational program at a swimming pool owned by the Harlandale Independent School District which swimming pool is located on the campus of the McCollum High school in the City of San Antonio, from June 1, 1964 to August 28, 1964 both inclusive, under the terms and conditions specified in said agreement.

SECTION 2. A copy of said agreement is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

THE STATE OF TEXAS  
 COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT MADE AND ENTERED INTO THIS the 14th day of May, A. D., 1964, by and between HARLANDALE INDEPENDENT SCHOOL DISTRICT, acting herein by and through ED. L. WEST, its Business Manager, who has been heretofore authorized by a resolution of the Board of Trustees of HARLANDALE INDEPENDENT SCHOOL DISTRICT, hereinafter called DISTRICT, And the CITY OF SAN ANTONIO, Acting herein by and through its City Manager who has heretofore been authorized by an Ordinance duly passed and enacted by the City Council of the CITY OF SAN ANTONIO, hereinafter called CITY;

W I T N E S S E T H :

THAT, WHEREAS, the HARLANDALE INDEPENDENT SCHOOL DISTRICT is the owner of a swimming pool located on the campus of the McCollum High School on Hutchins Street, in the City of San Antonio, Texas, and is conducting an instructional swimming program at said pool each morning, Monday through Saturday of each week, in connection with its physical education program; and

WHEREAS, it is the desire of the CITY to use said swimming pool restroom facilities and automobile parking area, for a recreational swimming program for patrons of the CITY in the Harlandale area during the afternoon and evening, seven days each week independently from the swimming program of the DISTRICT.

NOW, THEREFORE, FOR AND IN CONSIDERATION for the use of said swimming pool restroom facilities and automobile parking area, from June 1, 1964 to August 28, 1964, the CITY Agrees to maintain and operate a recreation swimming program at the above pool from 1:00 o'clock P.M. until 9:00 o'clock P.M., each day during the term of this agreement for the patrons of the CITY, And to employ a suitable person who is to be recommended and approved by the DISTRICT as Cashier of said pool. The CITY RESERVES the right to reject a person if he is not qualified. Said person shall be on duty at said pool from 1:00 o'clock, P.M. until 9:00 o'clock, P.M., each day during the term of this agreement, and shall receive a salary not in excess of \$220.00 each month, or portion thereof.

The CITY further agrees that it will employ two (2) qualified lifeguards to properly supervise the recreational swimming program conducted by it, whose salaries shall be \$1.25 per hour each.

The CITY Further agrees to obtain public liability insurance from some good and reputable insurance company in the sum of \$20,000.00 for injury to one person, and the sum of \$40,000.00 for injury to more than one person, and said liability insurance policy shall be issued in the name of the CITY and the DISTRICT jointly.

The DISTRICT shall maintain one soft drink dispensing machine on said premises; however said soft drinks shall not be sold in glass bottles, but shall be sold and dispensed in paper cups.

The City shall make a charge of the sum of Thirty Cents (30¢) for each person of the age of twelve (12) years or over, and the sum of Fifteen Cents (15¢) for each person under the age of twelve (12) years, admitted to said pool for swimming purposes.

The CITY agrees to keep an accurate set of books and accounts on all revenue collected by it from the admission fees, and out of the gross receipts received from said source, the CITY will pay the premium on the liability insurance policy, salaries of the personal above mentioned, social security coverage, and cash register rental. An accounting of the proceeds shall be made at the end of the contract period, and the balance of said proceeds, if any, shall be delivered over to the DISTRICT on or about September 10, 1964.

The DISTRICT, at its own expense, agrees to keep and maintain said swimming pool in a good state of repair and condition while same is being used by the CITY.

WITNESS OUR HANDS this the 14th day of May, A.D., 1964.

HARLANDALE INDEPENDENT SCHOOL  
 DISTRICT

BY: /s/Ed L. West  
 Business Manager

CITY OF SAN ANTONIO

BY: Gerald C. Henckel Jr.  
 Assistant City Manager

AN ORDINANCE 32303

MAKING AND MANIFESTING A TWO-YEAR CONTRACT WITH THE PROSPECT HILL  
 YELLOW JACKETS FOR THE USE OF ROSEDALE PARK TO CONDUCT A LITTLE LEAGUE  
 BASEBALL PROGRAM.

\* \* \* \* \*

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

SECTION 1. This ordinance makes and manifests a lease contract between the City of San Antonio, hereinafter called "City", and the Prospect Hill Yellow Jackets, hereinafter called "Lessee", in words and figures as follows, to-wit:

SECTION 2. The City hereby grants Lessee permission to use the following described City owned property:

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

SECTION 3. PURPOSE OF LEASE AGREEMENT: It is agreed that permission to use the premises herein granted to the Lessee is for the purpose of conducting Little League baseball as that term is recognized by State and National Little League organizations. At any time the premises cease to be used for Little League baseball purposes, the permission to use said premises granted herein will automatically terminate.

It is understood that it is the desire of the City that as many boys as possible have the opportunity to actually participate in the Youth base ball program. It is, therefore, agreed that every team of the Prospect Hill Yellow Jackets will allow each team member to play a minimum of one-third of the total innings of games played during the regular season of play.

SECTION 4. TERM OF THIS LEASE AGREEMENT: Permission to use the premises granted herein shall be for a two-year period beginning May 25, 1964 and terminating May 24, 1966, providing that the City may at any time, with or without cause revoke permission to use the property without being guilty in any manner of trespass, all and every claim for damages for and by reason of such re-entry being expressly waived by the Lessee.

SECTION 5. IMPROVEMENTS TO PROPERTY: Upon termination of permission to use the said property, the lessee agrees to peacefully give up use of said property to the City. And upon termination or expiration, all improvements placed upon the property during the existence of same shall become the property of the City.

It is further agreed that before any improvements are made by the Lessee to said property, all plans and specifications must be approved by the City through its director, Department of Housing and Inspections and its Director, Department of Parks and Recreation.

SECTION 6. RACIAL EQUALITY: It is agreed and understood between the parties hereto that premises owned by the City are the subject of this contract and that, in the conduct of Lessee's operation thereon, discrimination on account of race or color, directly or indirectly, in admission of or service to customers, on these premises is prohibited.

SECTION 7. MAINTENANCE OF PROPERTY: It is understood that the Lessee will maintain in good condition all property furnished them by the City, and further that the premises herein demised will be maintained in a condition satisfactory to the City. It is agreed that the City will contribute land only and is not responsible for furnishing any materials or services for construction or maintenance.

SECTION 8. COMMERCIAL ADVERTISING: It is agreed that all commercial advertising or commercial signs are restricted to the outfield fences. All advertising placed on the outfield fences will be subject to the approval of the City, through the Director, Department of Parks and Recreation.

SECTION 9. ANNUAL REPORT AND FINANCIAL STATEMENT: It is agreed further that each year at the anniversary date of the contract between the Lessee and the City, a complete financial statement must be submitted to the City through the Director, Department of Parks and Recreation. This statement must contain the following information:

- a. Value of physical improvements placed on property.
- b. Gross receipts from concessions.
- c. Gross receipts from advertising sold.
- d. Gross receipts from donations.
- e. Disbursements for physical improvements.
- f. Disbursements for utilities, itemized as to water, electricity, and gas.
- g. Disbursements for concessions.
- h. Other miscellaneous disbursements.
- i. Number of boys in league.

Failure to submit said financial statement will be grounds for cancellation of this lease agreement.

SECTION 10. INSURANCE REQUIREMENTS: As a condition precedent to the use of the permission granted, the lessee agrees to indemnify and hold harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, the Lessee 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 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 this ordinance is in effect.

PASSED AND APPROVED this 14th day of May, A.D., 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

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

PROSPECT HILL YELLOW JACKETS

BY: /s/ George McWilliams

AN ORDINANCE 32304

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

\* \* \* \* \*

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

This ordinance manifesta an agreement between the City and Gen-Aero, Inc., a private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors, whereby the term of the lease contract (Lease Area 3-4) for space in Hangar 3 at San Antonio International Airport authorized by Ordinance 30694 is extended for one additional year ending May 31, 1965, upon the same terms and conditions.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

*Amended  
3/17/63  
9/22/63*

*Amended  
3/27/64  
9/22/64*

AN ORDINANCE 32305

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

\* \* \* \* \*

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

The City Manager is authorized to execute an agreement amending a lease of space at San Antonio International Airport to National Airmotive, Inc. A copy of said agreement is attached hereto and incorporated herein.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

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 and through David A. Harner, Assistant City Manager, pursuant to Ordinance 32305 of May 14, 1964, and National Airmotive, Inc. (hereinafter called "Lessee"), a Texas private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors, WITNESSETH:

1.

Paragraph 1, Page 1, of the lease executed by Lessor and Lessee October 29, 1963, approved by Ordinance 31778 is amended to delete therefrom Building 123, containing 600 sq. ft.

2.

Paragraph 2, Page 1, of said lease is hereby amended accordingly to delete therefrom: 600 Sq. Ft. building rental at \$0.38 per sq. feet. per year and 600 Sq. ft. of land rental at \$0.02 per sq. ft. per year, decreasing the annual base rental in such paragraph by \$240.00 per year.

3.

This amendment shall be effective May 1, 1964.

4.

All other terms and conditions of said lease shall remain in force during the balance of the lease term.

EXECUTED this 14th day of May, 1964.

ATTEST: J. H. Inselmann  
City Clerk

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

NATIONAL AIRMOTIVE, INC., Lessee

ATTEST: Bette R. Fee  
Secretary

by: Robert H. Fee, President

AN ORDINANCE 32306

AUTHORIZING EXECUTION OF 2 LEASES OF SPACE AT INTERNATIONAL AIRPORT TO THE WEATHER BUREAU, U. S. DEPARTMENT OF COMMERCE.

\* \* \* \* \*

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

The City Manager is authorized to execute 2 leases of space at San Antonio International Airport to the United States (Weather Bureau, Department of Commerce) as follows:

- 1. 2,026 sq. ft. in the Terminal Annex Bldg., for \$1.00 per year.
- 2. 300 sq. Ft. in Building 32 at \$0.48 sq. Ft. per year.

A copy of each of said leases is attached hereto and incorporated herein.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Contract No. C2wb - 4071

LEASE  
BETWEEN -

CITY OF SAN ANTONIO

AND

- THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 14th day of May, in the year one thousand nine hundred and sixty-four by and between the City of San Antonio, Texas whose address is City Hall, San Antonio, Texas for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz:

Approximately three hundred (300) net usable square feet of space located in a temporary building adjacent to the Feeder Lines Terminal Building, all space located at San Antonio International Airport, San Antonio, Texas, which space shall be readily and conveniently accessible at all times.

to be used exclusively for the following purposes (See instruction No. 3):  
pibal inflation and storage

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1964 and ending with June 30, 1965.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease, may, at the option of the Government, be renewed from year to year at a rental of One Hundred Forty-four and no/100 Dollars (\$144.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, 1975, such notice to be computed from date of mailing.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

None.

7. The Government shall pay the Lessor for the premises rent at the following rate:

7. The Government shall pay the Lessor for the premises rent at the following rate: One hundred Forty-four (\$144.00) per annum payable from the appropriation, "Salaries and Expenses, Weather Bureau, Department of Commerce, 1965", or any available appropriation. Payment is contingent upon the passage of an appropriation by the Congress from which expenditures thereunder may be made, and the United States shall not be obligated upon failure of Congress to so appropriate.

Payment shall be made at the end of each quarter.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs, shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government thirty days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises to destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

Prior to signature by either party hereto, the words "heirs, executors, administrators in Paragraph 1 were deleted.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: Elouise Brietzke  
San Antonio, Texas

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

UNITED STATES OF AMERICA, Department  
of Commerce, Weather Bureau.  
By /s/ C. J. Raven  
Chief, Procurement & Supply  
(Official title)

Contract No. C2wb-4070

LEASE  
BETWEEN

CITY OF SAN ANTONIO,  
TEXAS

AND  
THE UNITED STATES OF  
AMERICA

1. THIS LEASE, made AND entered into this 14th day of May, in the year of one thousand nine hundred and sixty-four by and between City of San Antonio, Texas whose address is City Hall, San Antonio, Texas for itself, its successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following - described premises, viz:

\*  
Approximately 2026 net usable square feet of space (consisting of eleven unnumbered office rooms containing approximately 1899 square feet and one unnumbered storage room containing approximately 127 square feet) in the Feeder Lines Terminal Building; and other roof and/or ground space as may be mutually agreed by the parties hereto, for installation of instrumental equipment with cable connections; all space located at San Antonio International Airport, San Antonio, Texas, which space shall be readily and conveniently accessible at all times.

\*Changes made prior to signature.

to be used exclusively for the following purposes (See instruction No. 3):

Airport office quarters and uses incidental thereto.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1964 and ending with June 30, 1965.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One Dollar (\$1.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, 1975, such notice to be computed from date of mailing.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

None

5A. Lessor waives the requirement for written notice stipulated in Paragraph 5, PROVIDED that the Government will furnish to the Lessor 30 days prior written notice that this lease or any renewal thereof should expire; such notice shall be effective from date of mailing.

7. The Government shall pay the Lessor for the premises rent at the following rate; One Dollar (\$1.00) per annum, payable from the appropriation, "Salaries and Expenses, Weather Bureau, Department of Commerce, 1965" or any other available appropriation, Payment is contingent upon the passage of an appropriation by the Congress from which expenditures thereunder may be made, and the United States shall not be obligated upon failure of Congress to so appropriate. Payment shall be made at the end of each year.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government thirty days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, However herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

Prior to signature by either party hereto, the words "heirs, executors, administrators" in paragraph 1 were deleted; paragraph 5A and Insert Sheet No. 1 (including Paragraph 12 through 14) were added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: Elouise Brietzke  
San Antonio, Texas  
(Address)

CITY OF SAN ANTONIO, TEXAS

BY: /s/ David A. Harner, Lessor.  
TITLE: Assistant City Manager

UNITED STATES OF AMERICA  
Department of Commerce, Weather  
Bureau.

By: /s/ C. J. Raven  
Chief, Procurement &  
Supply  
(Official title)

INSERT SHEET NO. 1

12. Any and all fixtures, additions, structures, and signs placed by the Government in or upon the aforesaid premises during any occupancy under a former lease

May be removed by it, in accordance with the provisions of the lease under which they were made or installed, at any time during the tenancy hereby created.

13. It is understood and agreed by the parties hereto that this lease supersedes and stands in lieu of the lease (Contract No. C2wb-839) dated July 31, 1953, with the City of San Antonio, Texas, which lease expires by limitation June 30, 1964.

14. If sites assigned by the Lessor to the Weather Bureau during the period of this lease are withdrawn by the Lessor, any expense for removal of facilities including installation at any other site mutually agreed upon shall be at the expense of the Lessor, except in any removal or relocation as a result of request by the Weather Bureau.

AN ORDINANCE 32307

DIRECTING A PUBLIC SALE OF 105 UNCLAIMED MOTOR VEHICLES BY THE CHIEF OF POLICE.

\* \* \* \* \*

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 105 motor vehicles not owned or claimed by the City of San Antonio; and,

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

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

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

SECTION 1. Said property consisting of 105 motor vehicles described in the aforementioned schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.

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

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

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

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

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

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32308

PROVIDING FOR THE VACATION, REMOVAL, REPAIR, OR DEMOLITION OF ANY BUILDING OR STRUCTURE, WHICH IS OR TREATENS TO BE A PUBLIC NUISANCE, DANGEROUS TO THE HEALTH, SAFETY, OR GENERAL WELFARE OF THE PEOPLE OF THE CITY OF SAN ANTONIO, OR WHICH MIGHT TEND TO CONSTITUTE A FIRE MENACE.

\* \* \* \* \*

WHEREAS, in the City of San Antonio, there are or may in the future be premises, buildings and structures which are dilapidated, safety, or general welfare of the people of this city, and which might tend to constitute a fire menace, and which are a public nuisance; and,

WHEREAS, the existence of such conditions makes it necessary that the City take action, under the police power delegated to it by the constitution and laws of Texas and of its City Charter, to abate such conditions or to compel such abatement in the interest of the health, safety and general welfare of the public; and,

WHEREAS, it is necessary to a determination of the necessity of such action that adequate inspection be made by officials, employees and/or agents of the City of premises, buildings and structures which may be a menace to the public health, safety or general welfare; NOW, THEREFORE:

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

SECTION 1. Dangerous premises defined. All premises, buildings or structures which have any or all of the following defects shall be deemed "dangerous premises:"

(a) Those buildings or structures, whose interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.

(b) Those buildings or structures which, exclusive of the foundation, show thirty-three (33%) per cent or more, of damage or deterioration of the supporting member or members, or fifty (50%) per cent of damage or deterioration of the non-supporting enclosing or outside walls or covering.

(c) Those buildings or structures which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.

(d) Those buildings or structures which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, or the general health and welfare of the occupants or the people of the City of San Antonio.

(e) Those buildings or structures which have become or are so dilapidated, decayed, unsafe, insanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or, the condition of which is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of those living therein or to persons or property in the vicinity.

(f) Those having light, air, and sanitation facilities which are inadequate to protect the health, safety, or general welfare of human beings who occupy or live or may live therein.

(g) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication.

(h) Those which have parts thereof which are so attached that they may reasonably be expected to fall and injure members of the public or property.

(i) Those which because of their condition are unsafe, insanitary, or dangerous to the health, safety or general welfare of the people of this city.

SECTION 2. Standards for Repair, Vacation or Demolition. The following standards shall be followed in substance by the Building Inspector in ordering repair, vacation, and/or demolition:

(a) If the "dangerous premises" can be feasibly repaired or the condition remedied so that it will no longer exist in violation of the terms of this ordinance, it shall be ordered remedied or repaired. Repairs shall be deemed feasible only if less than 50% of the value or structure of the building(s) must be repaired or replaced.

(b) If the "dangerous premises" is in such condition as to make it dangerous to the health or safety of its occupants, it shall be ordered to be vacated.

(c) In any case where a "dangerous building" is 50 per cent (or more) damaged or decayed, or deteriorated from its value or structure, it shall be demolished, and in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this ordinance it shall be demolished.

SECTION 3. Nuisances. All "dangerous premises" within the terms of Section 1 of this ordinance are hereby declared to be public nuisances, and shall be abated as provided herein.

SECTION 4. Duties of Director of Housing & Inspections. The Director of Housing & Inspections shall:

(a) Inspect or cause to be inspected periodically, all public buildings, schools, halls, churches, theaters, hotels, tenements, commercial manufacturing, or loft buildings or tents for the purpose of determining whether any conditions exist which render any such place a "dangerous premises" within the terms of Section 1 of this ordinance.

(b) Inspect any premises, building, wall or structure about which complaints are filed by any person to the effect that any premises or a building, wall or structure is or may be existing in violation of this ordinance.

(c) Inspect any premises, building, wall or structure reported (as hereinafter provided for) by the Health, Fire or Police Departments of this City as possibly existing in violation of the terms of this ordinance.

(d) Inspect any premises, buildings, wall or structure which he has reason to believe may be in violation hereof.

(e) Notify in writing the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said premises at last known address(es) as shown by the records of the Assessor-Collector of Taxes of the City of San Antonio, or any premises found by him to be "dangerous premises" within the standards set forth in Section 1 of this ordinance, that: (1) the owner must vacate, and/or repair, or demolish said building in accordance with the terms of the notice and this ordinance: (2) the occupant or lessee must vacate said building or may have it repaired in accordance with the notice and remain in possession; (3) the mortgagee, agent or other persons having an interest in said building may at his own risk repair, vacate, or demolish said building or have such work or act done; provided,

that any person notified under this subsection to repair, vacate, or demolish any building' shall be given any reasonable time, not exceeding 30 days, as may be necessary to do, or have done, the work or act required by the notice provided for herein.

(f) Set forth in the notice provided for in subsection (d) hereof, a description of the building, or structure deemed unsafe, a statement of the particulars which make the building or structure a "dangerous building" and an order requiring the same to be put in such condition as to comply with the terms of this ordinance within such length of time, not exceeding 30 days, as is reasonable.

(g) If the owner, occupants, mortgagee, or lessee fails to comply with the notices provided in (e) above within 10 days, the Director of Housing and Inspections shall report the condition to the City Attorney giving him a copy of the notice described in Section 4(e) and (f) hereof.

(h) The City Attorney shall then take any necessary action to secure compliance with the order of the Director of Housing and Inspections provided in (a) of this section, and in particular shall proceed as provided in Section 5 hereof, taking additional steps to determine names and addresses of persons having an interest in the premises.

#### SECTION 5. Hearing and Notice.

(a) The City Attorney shall prepare a notice to the owner(s) lienholder(s), if any, occupants and any other person(s) having an interest in said dangerous premises notifying said persons that a hearing on the matter will be had by the City Council at a certain time on a certain day, not less than five days and not more than 30 days after receipt thereof, at City Hall in the City of San Antonio.

(b) Such notice (s) shall be served by delivery to said person(s) or by U. S. Mail (certified or registered mail). Where any such person is a corporation, service upon an officer thereof or designated agent shall be deemed sufficient. Where such person's principal place of business is located outside of Bexar County, service upon the person in charge of the local office shall be deemed sufficient. Notices to owners other than occupants shall be deemed sufficient if addressed to the address shown on the City tax rolls. Such notice shall be published one time in the City's official publication in the event any persons having an interest in said premises, or their heirs, cannot be located after reasonable efforts.

(c) The Director of Housing and Inspections shall present at such hearing reports by personnel of the Departments of Fire, Public Health, Housing and Inspections or other City Departments and any other facts as to the condition of the premises.

(d) Any person(s) having an interest in the property shall have the opportunity to appear at such hearing, in person or by attorney, to present any relevant facts as to the condition of the premises and hear the reports of any City personnel or of any other persons which may be presented.

(e) The City Council shall, after consideration of the foregoing, determine by ordinance whether the premises in question contain or constitute a condition which should be deemed a nuisance, a hazard to the public health or safety or both, which should be abated. If the Council so determines, such ordinance shall direct the City attorney to proceed forthwith to file suit in court of competent jurisdiction to have the said premises declared a nuisance and abated by appropriate means, and to assess the costs of such proceedings, and abatement against the owners of said premises and as a lien thereon.

(f) This remedy shall be available to the City in addition to any penal or other remedy which the City, state or any other person may have to remedy the dangerous premises condition.

SECTION 6. Emergency Cases. In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a "dangerous building" as defined herein is immediately vacated and/or repaired, or demolished, the Director of Housing and Inspections shall cause the immediate vacation and/or repair or demolition of such "dangerous building". The cost of such emergency repair, vacation or demolition of such "dangerous building" shall be collected in the same manner as provided in Section 5(e) hereof.

SECTION 7. Administrative Liability. No officer, agent or employee of the City shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this ordinance. Any suit brought against any officer, agent, or employee of the City as a result of any act required or permitted in the discharge of his duties under this ordinance shall be defended by the City Attorney until the final determination of the proceedings therein.

SECTION 8. Duties of the other Departments. The heads of the Fire, Police, Public Health, and other City Departments shall make prompt reports in writing to the Director of Housing and Inspections of all buildings or structures which are, may be, or are suspected to be "dangerous premises" within the terms of this ordinance.

SECTION 9. 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 provisions of this ordinance be declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 10. This ordinance is not intended to be and shall not repeal any provision of the City's Building Code, Minimum Housing Ordinance, Fire Prevention Code or other ordinances, that may pertain to the subject which is the concern of this ordinance.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32309

DIRECTING THE ABATEMENT OF THE NUISANCE AND FIRE HAZARD AT 1129 WEST ASHBY PLACE.

\* \* \* \* \*

WHEREAS, property described as Lots 37 and 38, Block 2, New City Block 3031, also known as 1129 West Ashby Place, in the City of San Antonio, Texas, was bid in by the City of San Antonio on April 3, 1962, at the Sheriff's Sale in the tax suit of City of San Antonio, et al vs. W. M. Hanson, et al, Cause No. C-13123, 57th Judicial District of Texas, and the buildings thereon have deteriorated to the point of being beyond repair, worthless, and constitute a nuisance and fire hazard; and,

WHEREAS, the Commissioners Court, Bexar County, Texas, and the San Antonio Board of Education have concurred in the proposal of the City of San Antonio to abate such nuisance and fire hazard by demolition; NOW, THEREFORE:

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

The Director of Public Works is directed with personnel available to him to abate the nuisance and fire hazard located on Lots 37 and 38, Block 2, New City Block 3031, by demolition and to dispose of the debris in an appropriate manner.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32310

ADOPTING AND APPROVING MINOR CHANGES TO THE URBAN RENEWAL PLAN FOR CENTRAL WEST AREA PROJECT I, TEX. R-39; DESIGNATING SAID CHANGES AS MINOR AMENDMENT NO. 2; AND DIRECTING THAT SAID CHANGES BE FILED AS PART OF THE URBAN RENEWAL PLAN FOR SAID PROJECT.

\* \* \* \* \*

WHEREAS, the City has adopted a redevelopment plan for Central West Project I, Tex. R-39 according to the provisions of the Texas Urban Renewal Law in Ordinance No. 29278 passed and approved February 16, 1961; and

WHEREAS, certain changes in the proposed street layout and utility plan have been required by the proposed construction of entry and exit ramps to the central expressway passes through Project I; and

WHEREAS, said changes have been approved by the Urban Renewal Agency in their Resolution No. 376 passed and approved April 16, 1964; and

WHEREAS, said changes have also been submitted to and approved by the City Planning Commission in their resolution dated March 25, 1964; and

WHEREAS, all the provisions of the Texas Urban Renewal Law, Article 1269- L-3, Section 7e regarding modifications in Urban Renewal Plan have been complied with; now, therefore,

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

1. In order to incorporate the changes in street layout and utility layout necessitated by the proposed construction of entry and exit ramps to the central expressway IH 35 by the Texas Highway Department as that expressway passes through the area of Urban Renewal Project I, Tex. R-39, the following minor changes in the Urban Renewal Plan approved and adopted by this Council in Ordinance No. 29278 passed and approved February 16, 1961 are hereby approved and adopted.

A. Deletions. The table of contents, pages one (1) through twelve (12), unnumbered pages following page twelve (12) containing Exhibits II, III, IV and V are hereby deleted.

B. Amendments. The attached document labeled "Minor Amendment #2" to Urban Renewal Plan, Central West Area, Project I, consisting of a cover page, a table of contents page, and pages one (1) through seven (7), and Exhibits I, II, III, IV and V are hereby substituted for the pages deleted in the subparagraph 1A above.

2. The document which is attached hereto and made a part hereof showing the changes to the Urban Renewal Plan for Project I shall be called, "Minor Amendment No. 2" to Urban Renewal Plan Project I, Tex. R-39 and is incorporated herein for all purposes.

3. The resolution the City Planning Commission approving and adopting Minor Amendment No. 2 Amendment No. 2 passed and approved March 25, 1964 is attached hereto and incorporated herein by reference for all purposes as Exhibit A Hereof.

4. The resolution of the Urban Renewal Agency approving and adopting Minor Amendment No. 2, Resolution No. 376 passed and approved April 16, 1964 is attached hereto as Exhibit B hereof and incorporated herein by reference for all purposes.

5. The City Clerk is hereby directed to maintain a copy of Minor Amendment No. 2 on file in his records as public notice of the Changes made in the redevelopment plan for Urban Renewal Project I, Tex. R-39 and said amendment shall be binding on all

redevelopers within said area.

6. PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

A RESOLUTION

ADOPTING AND APPROVING MINOR CHANGES TO THE URBAN RENEWAL PLAN FOR CENTRAL WEST AREA, PROJECT I, TEX R-39; DESIGNATING SAID SERIES OF MINOR CHANGES AS AMENDMENT II; AND DIRECTING THAT SAID CHANGES BE FORWARDED TO THE CITY COUNCIL OF THE CITY OF SAN ANTONIO FOR FINAL ADOPTION AND APPROVAL.

\* \* \* \* \*

WHEREAS, the Urban Renewal Agency, acting through its Board of Commissioners, adopted by Resolution dated July 21, 1960, a plan for Urban Renewal Project I, Central West Area, Tex R-39; and

WHEREAS, said plan was later approved and adopted by the City Council of the City of San Antonio as the Urban Renewal Plan for Central West Area, Project I, Tex R-39, by Ordinance No. 29278 passed and approved February 16, 1961; and

WHEREAS, changes in street layout necessitated by the proposed construction of entry and exit ramps to the Central Expressway Interstate Highway 35 by the Texas State Highway Department as it passes through the Project I area, have required minor changes in said plan; and

WHEREAS, said changes should be reflected in the Urban Renewal Plan and become a supplement thereto; and

WHEREAS, said changes in utility and street layout have been approved by the City Planning Commission;

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

1. The following changes in the Urban Renewal Plan for Central West Area, Project I, Tex R-39 are hereby approved and adopted, subject to final concurrence and adoption by the City Council of the City of San Antonio:

A. Deletions. The table of contents, pages one (1) through twelve (12), un-numbered pages following page twelve (12) containing Exhibits II, III, IV and V are hereby deleted.

B. Amendments. The attached document labeled "Minor Amendment #2" to Urban Renewal Plan, Central West Area, Project I, consisting of a cover page, a table of contents page, and pages one (1) through seven (7), and Exhibits I, II, III, IV and V are hereby substituted for the pages deleted in the subparagraph 1A above.

2. The document which is attached hereto and made a part hereof showing the changes to the Urban Renewal Plan for Project I shall be called, "Minor Amendment No. 2" to Urban Renewal Plan Project I, Tex R-39 and is incorporated herein for all purposes.

3. The Executive Director is hereby authorized and directed to forward this Resolution, together with the documents attached hereto as "Amendment #2 to the Urban Renewal Plan for Project I Tex R-39" to the City Council of the City of San Antonio for final approval and adoption and filing thereof pursuant to the provisions of the Texas Urban Renewal Law.

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

APPROVED

R. A. Nelson  
Chairman

ATTEST: W. Martin  
EXECUTIVE SECRETARY

Res. Number 376.

AN ORDINANCE 32311

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO THE STATE OF TEXAS TO LOT 8, BLOCK 2, NEW CITY BLOCK 223 ALSO KNOWN AS LOT 8, BLOCK 3, NEW CITY BLOCK 223 IN CONSIDERATION OF THE SUM OF \$1,719.74.

\* \* \* \* \*

WHEREAS, by suit number A-71740, dated April 3, 1962, the State of Texas obtained title to Lot 8, Block 3, New City Block 223 by a tax sale; and,

WHEREAS, the City of San Antonio and the San Antonio Independent School District intervened in this suit for a claim of \$1,719.74 for delinquent taxes; and

WHEREAS, the State of Texas has requested a Quitclaim Deed be executed by the City of San Antonio to the State of Texas for conveyance of the aforementioned property by the State of Texas to a buyer for the consideration of the payment of the delinquent taxes;

NOW, THEREFORE:

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

That City Manager is hereby authorized to execute a Quitclaim Deed to the State of Texas to Lot 8, Block 2, New City Block 223, also known as Lot 8, Block 2, New City Block 223, also known as Lot 8, Block 3, New City Block 223 for and in consideration of \$1,719.74. A copy of the aforementioned Quitclaim Deed is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: U. S. 90 West  
Parcel: 560A-4860

AN ORDINANCE 32312

APPROPRIATING \$43,000.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, SUBJECT TO THE ORDER OF EUGENIO BUSTAMANTE AND WIFE DELIA BUSTAMANTE AND NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TOGETHER WITH THE TAXING AGENCIES OF THE CITY OF SAN ANTONIO, EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, TEXAS AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE C-48 FOR THE ACQUISITION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, and 9, BLOCK 31, NCB 8069, VILLA GUADALUPE THIRD FILING AND BEING LOCATED IN THE 14000 BLOCK OF S. GEN. McMULLEN DRIVE IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; AND MANIFESTING AN ESCROW AGREEMENT WITH THE OWNERS THEREOF REGARDING POSSESSION OF SAID PROPERTY.

\* \* \* \* \*

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

SECTION 1. \$43,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County, Texas subject to the order of Eugenio Bustamante and wife Delia Bustamante, National Bank of Commerce of San Antonio, together with the taxing authorities of the City of San Antonio, Edgewood Independent School District and Bexar County, Texas as their interests may appear, said amount being the Award of Special Commissioners in Condemnation Cause C-48 for the acquisition of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 31, NCB 8069, Villa Guadalupe Third Filing and being located in the 1400 Block of S. Gen. McMullen Drive.

SECTION 2. That the City Manager or his assistant shall be authorized to execute a certain escrow agreement between the City and said Eugenio Bustamante and wife, Delia Bustamante, owners, whereby the City will deposit the amount of the award of Special Commissioners immediately upon consideration of the sum of \$10,000.00 being placed in excrow by said owners and withheld until possession of the premises condemned are delivered to the City on or before October 1, 1964 and final judgment is entered, and further providing for interest, insurance, etc. as agreed upon and as evidenced by a copy of such escrow agreement attached hereto and marked as exhibit "A".

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That this Agreement was this day entered into by and between the City of San Antonio, hereinafter referred to as "City" and Eugenio Bustamante and wife, Delia Bustamante, hereinafter referred to as "Owners", by which said parties covenant and agree as follows:

WHEREAS, the City has condemned certain property belonging to Owners which is located in the 1400 Block of S. General McMullen Drive and is more particularly described as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block Thirty-one (31), New City Block Eight Thousand Sixty-nine (8069), VILLA GUADALUPE, THIRD FILING, in the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 1625, Page 82, Deed and Plat Records, Bexar County, Texas.

WHEREAS, the Special Commissioners, in Cause No. C-48, have awarded Owners the sum of FORTY THREE THOUSAND AND NO/100 (\$43,000.00) DOLLARS as damages occasioned by the taking of said property, and

WHEREAS, the City has the lawful right to deposit the amount of said Award in

the Registry of the County Civil Court at Law and take possession of said property at the time of making such deposit, but it appearing to the City that it does not require possession of said property before October 1st, 1964, and therefore can deposit the amount of said Award at a later date; and

WHEREAS, Owners desire that the amount of the Commissioners' Award be paid as soon as possible in order that they may have the use of a portion of such funds in relocating their business, and Owners represent that they will be able to remove their business to a new location of or before October 1st, 1964;

NOW, THEREFORE in consideration of the premises, it is agreed between the parties herein as follows:

(1) That the City will deposit the sum of FORTY THREE THOUSAND AND NO/100 (\$43,000.00) DOLLARS into the Registry of the County Civil Court at Law as soon after the execution of this contract as it takes for such funds to be obtained from the Finance Department and the deposit made, and not to exceed 10 days from said date, where such funds shall be subject to an order of withdrawal by Owners herein, together with the National Bank of Commerce of San Antonio, a lienholder of record and the taxing agencies of the City of San Antonio, the Edgewood Independent School District and Bexar County, as their interests may appear, the making of which deposit will entitle the City to take immediate possession of the herein described premises.

(2) That the City will withhold its right to take possession of Owners property as herein described until October 1st, 1964, or unless said property is sooner delivered to City by Owners, in consideration for Owners placing the sum of TEN THOUSAND AND NO/100 \$10,000.00) DOLLARS from such Award in escrow with Stewart title Company of San Antonio as agent with such funds being deposited in the San Antonio Savings Association, San Antonio, Texas. That Stewart Title Company will hold such funds as trustee for the benefit of Owners until said title company is notified in writing by the City to release the same to Owners. All interest earned by and accruing on such deposit will belong to Owners and be paid to them at the time the funds are released.

(3) The City Owners agree that the list of improvements attached hereto and marked Exhibit "A" constitute all the improvements acquired by City as a result of said condemnation action and same will be delivered with the land to the City no later than October 1, 1964 in good condition, Less reasonable wear and tear.

(4) It is understood and agreed that title to the premises herein will pass only when Final Judgment is entered in said condemnation case No. C-48, and that Owners will keep existing property insurance in force as to such premises until possession and title is delivered to City. Owners agree to assign all amounts of money recovered from said insurance as a result of any damages to said premises or the destruction thereof, to City.

(5) That City will enter Final Judgment and take possession of the herein described premises no later than October 1st, 1964 and the amount of FORTY THREE THOUSAND AND NO/100 (\$43,000.00) DOLLARS which has been paid herein is agreed upon by both parties as being fair and the reasonable market value of said premises. It is further understood and agreed, however, that in the event Owners desire to vacate said premises and deliver same to City prior to October 1st, 1964, Owners may do so by notifying City of their intentions to vacate earlier and at which time the City will notify the Stewart Title Company to release the TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS plus interest to Owners and Judgment will be entered at such time.

(6) That Owners specifically agree that they will vacate peacefully the said premises herein on or before October 1st, 1964, removing all their personal property and other improvements except those listed in Exhibit "A" attached hereto and that no other notice or demand for possession shall be required in order that City may obtain full title and possession to said premises.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by Eugenio Bustamante and wife, Delia Bustamante, as owners, approved by their attorney of record, and by the City of San Antonio by its duly authorized official, approved by its City Attorney, all as of the 14th day of May, 1964.

CITY OF SAN ANTONIO

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

/s/ Eugenio Bustamante

/s/ Delia Bustamante

APPROVED:

OFFICE OF THE CITY ATTORNEY  
/s/ Raymond Weber  
BY: Assistant City Attorney

Attorney for Owners

Project: U. S. 90 West

Parcel: 648-4948

AN ORDINANCE 32313

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 JACOB JACOBS, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED, THE WIFE OF JACOB JACOBS, 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-52 FOR THE PURCHASE OF LOT 6, 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 Jacob Jacobs, whose address is unknown, and if married, the wife of Jacob Jacobs, 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 interest may appear, said amount being the award of the special Commissioners in Condemnation Cause #C-52 for the purchase of Lot 6, Block 2, New City Block 11,320, Jennings Addition in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32314

Project: U. S. 90 West  
Parcel : 538-4838

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 S. W. BUTLER, WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED, THE WIFE OF S. W. BUTLER, 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-51 FOR THE PURCHASE OF LOT 24, BLOCK 4, NEW CITY BLOCK 11,322, 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 S. W. Butler, whose address is unknown, and if married, the wife of S. W. Butler, 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-51 for the purchase of Lot 24, Block 4, New City Block 11,322, Jennings Addition in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32315

AUTHORIZING THE TAX ASSESSOR AND COLLECTOR TO CORRECT AND ADJUST CERTAIN ASSESSMENTS APPEARING 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 Reveiw, 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 - Emelia R. Gonzales, 1957 through 1963 inclusive, Lot Red 11, Block East 1/2 of 10, New City Block 2663, Account Number 42-273.

AS a result of an inspection of this property (406 McLeary) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$2,940.00 to \$1,330.00 because of the delapidated condition of the improvements. Taxes, penalty, and interest in the amount of \$52.32 are to be collected.

OWNER - Joe Nigrelle, 1962 and 1963 inclusive, Lot 3, Block 4, New City Block 3260, Account Number 51-967.

As a result of an inspection of this property (230 West Kings Highway) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$53,040.00 to \$42,740.00 because of depreciation of the improvements. Taxes, penalty, and interest in the amount of \$1,431.25 are to be collected.

OWNER - Robert and Marie Pittman, 1958 through 1963 inclusive, East 20 Feet of Lot 5 and West 28 feet of Lot 6, Block 11, New City Block 1313, Account Number 21-1220.

As a result of an inspection of this property (1412 Burleson) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$16,380.00 to \$15,720.00 because of depreciation of the improvements. Taxes, penalty, and interest in the amount of \$602.38 are to be collected.

OWNER - Estate of Max Reich, 1953 through 1963 inclusive, East 34.72 feet of Lot 2, (Arbitrarily A22), Block 1, New City Block 679, Account Number 12-1705.

As a result of an inspection of this property (634-36 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 \$83,460.00 to \$63,110.00 because the improvements are deteriorated so that the improvements are only worth salvage value. Taxes, penalty, and interest in the amount of \$2,789.70 are to be collected.

OWNER - San Antonio Chinese School, 1959 through 1963 inclusive, North 42.1 feet of Lot 5 (Red C), Block 2, New City Block 317, Account Number 6-2173.

As a result of an inspection of this property (215 South San Saba) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$47,790.00 to \$38,960.00 because of settling of the foundation and cracking of the walls resulting in deterioration of the improvements. Taxes, penalty, and interest in the amount of \$1,440.01 are to be collected.

OWNER - Frank E. Luthy, 1959 and 1960 inclusive, Lot 12, Block 7, New City Block 8641, Account Number 542-725.

As a result of an inspection of this property (447 Mayberry) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$3,100.00 to \$1,780.00 because of flooding of the improvements from an adjacent drainage ditch. Taxes, penalty, and interest in the amount of \$159.62 are to be collected.

OWNER - T. Brooks Wood, 1958 through 1963 inclusive, Lot 5, Block 1, New City Block 12970, Account Number 614-1620 and Lot 6, Block 1, New City Block 12970, Account Number 614-1622.

As a result of an inspection of this property (Wayside Drive) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$6,520.00 to \$3,920.00 because of flooding of the property because of drainage difficulties. Taxes, penalty, and interest in the amount of \$84.98 are to be collected.

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

APPROVED: Bennett Bolen  
Director of Finance

## AN ORDINANCE 32316

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$251.05 TO RICHARD GILL COMPANY DUE TO DOUBLE PAYMENT OF TAXES.

\* \* \* \* \*

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

That the Director of Finance is hereby authorized to make the following refund out of account 3-03 to the following named individual, as indicated.

Amount:	\$251.05
Payable to:	Richard Gill Company 615 Soledad San Antonio, Texas
Reason:	Refund of doublepayment on Lot: 304, Ac. Tr. B. out of Tr. A, NCB 10506, Acct. No. 135-1966. The 1963 taxes were previously paid on April 14, 1964 and again on April 22, 1964, therefore constituting a doublepayment.

PASSED and APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32317

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

\* \* \* \* \*

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

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

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

Dwight	and Somerset	and Southcross
Hiawatha	and Clark	
Martin	and Twenty-Fourth	
Southcross	and I. H. 35 Northbound frontage Road	
Southcross	and I. H. 35 Southbound frontage Road	

SECTION 2. Section 38-107, Schedule "A" of the City Code of the City of San Antonio entitled "Full Signal Operation", is hereby amended to EXCLUDE THE following intersections:

a. Full four-way stop location.

Commerce (W)	Thirty-Sixth
--------------	--------------

b. Full Stop locations.

THROUGH STREET

Arroya Vista  
Atwood  
Babcock  
Babcock  
Bloondale  
Broadway  
Buffalo  
Buffalo  
Capitol  
Chalmers  
Chickering  
Chihuahua  
Colima  
Commercial  
Culebra  
Dreamland  
Dreamland  
Durango  
Durango  
Durango  
Durango

CROSS STREET

Montview  
Brandywine  
Hamilton Wolfe  
Overbrook  
Molokai  
Greenbriar  
Brunswick  
Harlan (W)  
Agarita  
Orey  
Quinta  
Sabinas (S)  
Picoso (S)  
Sharmain  
Talley  
Barefield  
Westby  
Eighteenth (SW)  
San Bernardo (s)  
San Felipe (S)  
San Ignacio (s)

Eisenbauer	N. Pan Am Frontage Road (Northbound)
Eisenbauer	N. Pan Am Frontage Road (Southbound)
Elmendorf (N)	Huisache (W)
Elmendorf (N)	Mistletoe (W)
Elmendorf (S)	Aztec
Elmira (E)	McLane
El Paso	Calaveras (S)
El Paso	Navidad (S)
El Paso	Richter (S)
El Paso	Rosillo (S)
El Paso	San Dario (S)
El Paso	Smith
Euclid (E)	McLane
Evergreen	Jackson
Fairdale	Bloondale
Flamingo	Busby
Fredericksburg	Hamilton Wolfe
Fredericksburg	Louis Pasteur
Fredericksburg	Medical
Fredericksburg	Wurzbach
Frio City Road	Corta
Frio City Road	Hazel
Frio City Road	Trinity (S)
Gembler Rd.	Creekview
Gembler Rd.	Dunwoodie
Gembler Rd.	Manhattan
Gembler Rd.	Richland
Gevers	Dakota
Glenn (W)	Bordoy
Grant	French (W)
Hackberry	Berkshire
Harlan (W)	Orey
Hazel	Sabinas (S)
Hazel	Trinity (S)
Hearne	Marion
Hiawatha	Adele
Hillcrest	City View
Houston (W)	Pinto (N)
Houston (W)	Smith (N)
Houston (W)	Trinity (N)
Laclede	Christy
Las Palmas	Charben
Las Palmas	Las Palmas, N. E. Corner
Lasses	Quig
Laurel (W)	Elmendorf (N)
Laurel (W)	Howard
Leona	Buena Vista
Lockhill-Selma	Auldine
Lockhill-Selma	Burr Oak
Lockhill-Selma	Cedar Elm
Lockhill-Selma	Dreamland
Lockhill-Selma	Janet Lee
Lockhill-Selma	Wedgewood
Loma Linda	De Chantle
Mason	Rogers
Mayfield (W)	Tupper
Merida	Sabinas (S)
Merida	Trinity (S)
Mertz	Pinewood
Military (SE)	Pickwell
Moore	Hood
Morales	Pinto (N)
Natalen	Milton
Navidad	Camada
Navidad	Delgado
Nineteenth (SW)	Merida
Nineteenth (NW)	Rivas
Nogalitos	Edwards
Nogalitos	Hearne
N. W. Loop Expressway	Village Drive
Westbound Frontage Rd.	Santa Paula
Olmos(W)	Northhill
Ozark	Hunter
Palo Alto Road	Spring (N)
Perez	Bonair
Rigsby	N. Pan Am Frontage Road (Northbound)
Rittiman	N. Pan Am Frontage Road (South- bound)
Rittiman	Saládo (S)
San Fernando	Durango
San Joaquin	San Fernando
San Joaquin	Christy
Sayers (E)	Greenwood
Sayers (E)	Cherry (S)
Schley	Travis (W)
Smith (N)	Benton
Stafford	Orey
Stonewall	Quill
Sunshine	Durango
Thirty-Fourth (SW)	Morales
Trinity (N)	Travis (W)
Trinity (N)	

Tulane	Texas (between 2300 & 2400 blk.)
Tulane	Westminster (between 300 & 400 blk.)
Twenty-Eight (NW)	Lombrano
Twenty-Sixth (Sw)	Las Palmas
Uleta	Radiance
Vance Jackson	Colony
Vera Cruz	Nueces (S)
Vera Cruz	Rosillo (S)
Walzem	N. Pan Am Frontage Road (Northbound)
Walzem	N. Pan Am Frontage Road (Southbound)

SECTION 4. Section 38-109, Schedule "C" of the City Code of the City of San Antonio entitled "Full Stop Location", is hereby amended to EXCLUDE the following intersections:

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Commerce (W)	Thirty-Sixth (NW)
Eighteenth	Durango
Huisache (W)	Elmendorf (N)
Jeannette	Mountain Top
Mistletoe (W)	Elmendorf (N)
Park (N)	Garland
Park (S)	Garland
Quill	Sunshine
Santa Paula	Olmos
Twenty Fourth (NW)	Martin

SECTION 5. Section 38-110, Schedule "D" of the City Code of the City of San Antonio entitled "Yield Right of Way Locations" is hereby amended to INCLUDE the following intersections:

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Aransas	Delmar
Barrett	Charlotte
Bradford	Talley
Carroll	Charlotte
Claver	Corliss
Delmar	Palmetto
Dickinson	Manor
Flanders	Leonard
Greenhill Pass	Saxon
Grosvenor	Taxoma
Harding	Escalon
Harland (W)	Ferndale
Hedges	Maryland
Kellis	Ryan
Kopplow	Barranca
Kopplow	Chaucer
Molokai	Tallulah
Molokai	Tropical
Park (N)	Garland
Park (S)	Garland
Park (N)	Marion
Park (S)	Marion
Park (N)	Marlay
Park (S)	Marlay
Reverie	Fantasia
Rodena	Reina
San Jacinto	Wingate
Saunders	Navidad
Sims	Collingsworth
Tansyl	Panda
Tulane	Bradford
Tulane	Rollins
Valencia	Ceralvo
Vestal	Oppenheimer
Westminster	Purdue
Whitman	Huron

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

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Arroya Vista	Montview
Chickering	Quinta
Flamingo	Busby
Grant	French (W)
Houston (W)	Smith (N)
Howard	Laurel (W)
Mertz	Pinewood
Navidad (N)	Delgado

SECTION 7. Section 38-111, Schedule "E" of the City code of the City of San Antonio entitled "Speed Regulation" is hereby amended to INCLUDE the following:

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Goliad Rd.	Utopia - City Limits	40 MPH
Houston (E)	MKT R. R. - Willow Springs	35 MPH
Houston (E)	Willow Springs - City Limits	40 MPH
Moursund	City Limits - Ashley	40 MPH
	Ashley - Pleasanton	35 MPH
N. E. Loop Expressway	Post Oak - Wagon Wheel	40 MPH
N. E. Loop Expressway	Wagon Wheel - Blanco Rd.	55 MPH Max. 40 MPH Min.

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
N. E. Loop Expressway E. & W. bound Frontage Rd.	Wagon Wheel - Blanco Rd.	40 MPH
N. W. Loop Expressway Eastbound Frontage Rd.	W. City Limits - West Point Ave.	40 MPH
N. W. Loop Expressway	Fredericksburg Rd. - W. City Limits	60 MPH Max. 45 MPH Min.
N. W. Loop Expressway	Jackson Keller - Fredericksburg Rd.	55 MPH Max. 40 MPH Min.
N. W. Loop Expressway E & W bound frontage Rd.	Jackson Keller - Fredericksburg Rd.	40 MPH
N. W. Loop Expressway westbound Frontage Rd.	Shadyview - W. City Limits	40 MPH
Pleasanton	Moursund - Amber	35 MPH
U. S. 81 S. (Laredo Hwy)	Zarzamora - Military (SW)	35 MPH
	Military (SW) - Pitluk	45 MPH
	Pitluk - City Limits	55 MPH
U. S. 87 (Rigsby) (E)	Amanda - South W. W. White	40 MPH
	South W. W. White - Ravina	45 MPH
	Ravina - City Limits	50 MPH
West Avenue	I. H. 10. - Basse Road	35 MPH
West Avenue	Lockhill-Selma - City Limits	
	N. E. of Blanco	40 MPH

SECTION 8. Section 38-11, Schedule "E" of the City Code of the City of San Antonio entitled "Speed Regulations" is hereby amended to EXCLUDE the following:

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Goliad Rd.	Upson- Military Drive (SE)	40 MPH
Houston (E)	M.K.T., R. R. - Artesia	35 MPH
	Artesia - E. Commerce	40 MPH
Loop 410	Fred. Rd. City Limits W. of Callaghan Rd.	60 MPH
Military (NE)	Post Oak - Jones Maltsberger	40 MPH
	Jones Maltsberger - San Pedro	50 MPH
Military NW (ED & WB)	Blanco - McCullough	55 MPH
Military NW (Freeway & Frontage WB)	City Limits - Babcock Rd.	50 MPH
	Babcock Rd. - City Limits	40 MPH
Military NW (Freeway & Frontage EB)	City Limits to Glencrest	50 MPH
	Glencrest - Fredericksburg Rd.	45 MPH
	Fredericksburg Rd. - City Limits	40 MPH
Military NW (EB & WB)	City Limits - U. S. 87	55 MPH Night 70 MPH Day
Military NW (EB Frontage Rd.)	City Limits - West Point Ave.	40 MPH
	U. S. 87 - Jackson Keller	40 MPH
	Blanco -McCullough	40 MPH
Military NW (WB frontage Rd.)	McCullough -Blanco	40 MPH
	Jackson Keller U. S. 87	40 MPH
	Shadyview Dr. - City Limits	40 MPH
Military (NW)	San Pedro -Blanco	50 MPH
Military NW (EB & WB)	U.S. 87 - Jackson Keller	55 MPH
N.E. Loop Expressway	Nacogdoches - McCullough	55 MPH

SECTION 9. Section 38-113, Schedule "C" of the City Code of the City of San Antonio entitled "Parking Prohibited at All Times" is hereby amended to include the following locations:

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Cypress (E)	Ogden - Main (N)	Even
Ira	Tendick - dead end	Odd
McCullough	Courtland (E) - Ashby (E)	Even
McCullough (S)	Euclid - Cypress(E)	Even
McCullough	French (E) - Ashby (E)	Odd
McCullough (S)	Poplar (E) - Cypress (E)	Odd

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

a. Seven A. M. to Nine A. M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
McCullough	Ashby (E) - Cypress (E)	Odd
McCullough	Poplar(E) - St. Mary's (N)	Odd

b. Four P.M. to Six, P.M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
McCullough	Ashby (E) - French Ct.	Even
McCullough	Cypress (E) - Courtland (E)	Even
McCullough (S)	St. Mary's (N) - Euclid	Even

c. Seven A.M. to Seven P.M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Crockett (E)	Nacogdoches - Bowie	Even

PASSED AND APPROVED this 14th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32318

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 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. 2127)

The rezoning and reclassification of property listed below as follows:

Lot 8, NCB 10759 from "A" Residence District to "LL" Manufacturing District; and Lot 9, NCB 10759 from "A" Residence District to "D" Apartment District.

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

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

4. PASSED AND APPROVED this 21st day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32319

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. 2128)

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

Lot 16, NCB 7912

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 21st day of May, A.D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32320

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. 2115)

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

Lot 33, Blk 8, NCB 8672

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 21st day of May, A.D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32321

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. 2141)

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

Lots 88 through 94 inclusive and 90-A, 90-B and 90-C, NCB 9310.

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 21st day of May, A.D., 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32322

CLOSING CERTAIN PORTIONS OF EL PASO AND SAN FERNANDO STREETS IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE CITY AND THE MISSOURI PACIFIC RAILROAD COMPANY CONCERNING THE CONSTRUCTION OF THE GUADALUPE STREET GRADE SEPARATION.

\* \* \* \* \*

WHEREAS, the Missouri Pacific Railroad Company, hereinafter called "Railroad", entered into an agreement with the City of San Antonio, hereinafter called the "City", concerning the Railroad's contribution to the cost of construction by the City of the Guadalupe Street Grade Separation, wherein the Railroad was to pay to the City the sum of \$200,000.00 in two installments of \$100,000.00 each; and the first installment in the sum of \$100,000.00 has been paid to the City and the last installment of \$100,000.00 is to be paid after the Guadalupe Street Grade Separation has been completed and opened for the use of the public and certain agreed portions of El Paso and San Fernando Streets are closed pursuant to an ordinance closing said portions of said streets; and,

WHEREAS, the Guadalupe Street Grade Separation was completed and on May 18, 1964, was opened for use of the public; NOW, THEREFORE:

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

SECTION 1. Without abandoning any of its rights and privileges under the provisions of the agreement between the City and the Railroad heretofore entered into on April 15, 1963, as authorized by Ordinance No. 31263, that portion of El Paso Street between the West line of Medina Street and the East line of Salado Street and that portion of San Fernando Street between the West line of Medina Street and the East line of Salado Street are closed.

PASSED AND APPROVED THIS 21st day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32323

AUTHORIZING THE DIRECTOR OF FINANCE TO SELL ONE HUNDRED AND SIX VEHICLES LOCATED AT THE ZARZAMORA SERVICE CENTER AND MAKING AND MANIFESTING A BILL OF SALE TO THE SUCCESSFUL BIDDER.

\* \* \* \* \*

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

1. The following high bid submitted for the purchase of one hundred and six vehicles located at the Zarzamora Service Center, 4419 South Zarzamora Street, San Antonio as submitted by Alamo Truck Salvage, 3507 SW Military Drive is hereby accepted.

Bidder:	Lot #	Location	Amount
Alamo Truck Salvage	1-106	Zarzamora Service Center	\$11,033.00

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

3. This ordinance makes and manifests a bill of sale to Alamo Truck Salvage to the one hundred and six vehicles on which he was successful bidder, subject however to the conditions contained in the bid form and of the proposals of the successful bidder submitted. The terms and conditions of said bid forms and proposals are expressly made a part thereof, and incorporated herein, by reference and full compliance with such terms and conditions precedent to the acquisition of the successful bidder named in paragraph #1. Time is of essence of these sales and the buyer must comply with said terms and conditions strictly within the time prescribed in said bid forms and proposals.

4. PASSED AND APPROVED this 21st day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32324

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. 2117)

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

Lot 16-C, NCB 8407.

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 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32325

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN RECORD OF ARREST FORMS FOR THE POLICE DEPARTMENT FOR A NET TOTAL OF \$1,245.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Les Ferguson Company, dated May 20, 1964 to furnish the City of San Antonio, Police Departments with certain record of arrest forms for a net total of \$1,245.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Police, Account No. 07-03-04.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32326

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FLUME & FAKE FOR THE ERECTION OF THREE FLAG POLES FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION FOR A TOTAL OF \$1,325.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Flume & Fake dated May 25, 1964 for the erection of three flag poles for the City of San Antonio, Department of Parks and Recreation for a total of \$1,325.00, less 1% - 10 days is hereby accepted.

2. Payment to be made from General Fund, Department of Parks and Recreation, Account No. 11-02-01, Code 5-12.

3. PASSED AND APPROVED this 28th day of May 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32327

AUTHORIZING THE FINANCE DIRECTOR OF PURCHASE MICROFILMING OF CERTAIN EDITIONS OF THE NEW YORK TIMES AS LISTED BELOW FOR THE SAN ANTONIO PUBLIC LIBRARY FOR A TOTAL OF \$1,814.00.

\* \* \* \* \*

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

1. THAT the Director of Finance be authorized to purchase microfilming of certain editions of the New York Times from the Recordak Corporation for the San Antonio Public Library for a total of \$1,814.00.

2. This is the sole source of supply for this particular microfilming.

3. Payment to be made from Fund 1-01, Public Library, Account No. 15-02-01, Code 2-70, as follows:

Recordak Corporation

Recordak Corporation  
509 S. Main Avenue  
San Antonio, Texas

Microfilm editions of New York Times  
1900-1909 and 1910 to 1919 - \$1,814.00

4. PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32328

APPROPRIATING THE SUM OF \$3,500.00 OUT OF PARKS IMPROVEMENT BOND FUND FOR THE PURCHASE OF MATERIALS TO BE USED IN THE CONSTRUCTION OF A PARKING LOT AT LINCOLN PARK.

\* \* \* \* \*

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

That the sum of \$3,500.00 is hereby appropriated out of Parks Improvement Bonds Fund #489-03 (1964 series) for the purpose of purchasing the necessary materials to be used in the construction of a parking lot at Lincoln Park.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32329

AUTHORIZING THE ONE-YEAR CONTRACTS WITH JACK H. CARNEY AND FRANK W. WARD TO MANAGE OLMOS BASIN AND RIVERSIDE GOLF COURSES, RESPECTIVELY, FOR THE SUM OF \$3,000.00 EACH PLUS THE PRIVILEGE OF OPERATING GOLF SHOP CONCESSIONS WITH THE CITY TO RECEIVE TEN PERCENT OF THE GROSS REVENUES THEREOF.

\* \* \* \* \*

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

Section 1. The City Manager is hereby authorized to execute contracts for the management of the Olmos Basin Golf Course with Jack H. Carney, and of Riverside Golf Course with Frank W. Ward.

Section 2. The term of said contracts shall be for a period of one-year commencing July 1, 1964 and ending on June 30, 1965.

Section 3. As consideration for such one-year management, Jack Carney and Frank W. Ward are to be paid \$3,000.00 each plus the right and privilege of operating a golf shop concession at each location with ten percent (10%) of the gross revenues to be paid the City.

Section 4. Said contracts are attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

This contract entered into by and between the City of San Antonio, hereinafter called "City" and Mr. Jack H. Carney hereinafter called "Manager", WITNESSETH:

1. The manager hereby agrees and binds himself to exercise direct supervision over all of the Olmos Basin Golf Course operations specifically to include, but not limited to, maintenance of the golf course, administration of the golf course business, and the supervision of any concession operations on the golf course, The Manager will conduct the golf course operations as directed by the City, through the Director of Parks and Recreation.

2. The term of this contract is one year, from July 1, 1964, to June 30, 1965.

3. City Agrees to pay Manager the sum of \$3,000.00 per year, and, as further consideration for the services to be performed by Manager, grants him the privilege of operating the golf shop concession.

4. Manager shall keep an accurate set of books, in the form prescribed by the Director of Finance, reflecting the operation of the golf shop concession, which books shall be at all times subject to inspection by the Director of Finance.

5. Manager will pay to the City, not later than the 10th day of each calendar month, a sum equal to 10% of the gross receipts for the preceding month from the sale of all items from the golf shop, including rental of caddie carts. Such payment shall be made at the Office of the Assessor and Collector of Taxes of the City.

6. Manager shall provide the Director of Finance and the Director of Parks and Recreation, on or before the 10th day of each month, with a certified statement of his operation of the Olmos Basin Golf Course for the preceding month. Such statement shall be in the form prescribed by the Director of Finance. Further, Manager shall promptly furnish to the Director of Finance any information requested by the Director of Finance or the Director of Parks and Recreation concerning the operation of such golf Course.

7. All funds collected in conjunction with the golf course operation, excluding the Golf Shop concession, will be deposited with the Assessor and Collector of Taxes, as prescribed by the Director of Finance.

8. The display of golf shop equipment shall be only as approved by the City, through the Director of Parks and Recreation. The operation of the golf shop concession shall be the sole obligation and expense of the Manager.

9. In case the Manager should fail to perform his prescribed duties and responsibilities in a manner satisfactory to the City, this contract may be terminated by the City upon furnishing the Manager written notice thirty days in advance of such intention to terminate.

EXECUTED this 28th day of May, 1964, by the Parties hereto.

CITY OF SAN ANTONIO

BY: /s/ Gerald C. Henckel, Jr., Asst.  
Mgr.  
/s/ Jack H. Carney

STATE OF TEXAS

COUNTY OF BEXAR

This contract entered into by and between the City of San Antonio, hereinafter called "City" and Mr. Frank W. Ward hereinafter called "Manager", WITNESSETH:

1. The manager hereby agrees and binds himself to exercise direct supervision over all of the Riverside Golf Course operations specifically to include, but not limited to, maintenance of the golf course, administration of the golf course business, and the supervision of any concession operations on the golf course. The Manager will conduct the golf course operations as directed by the City, through the Director of Parks and Recreation.

2. The term of this contract is one year, from July 1, 1964, to June 30, 1965.

3. City Agrees to pay Manager the Sum of \$3,000.00 per year, and, as further consideration for the services to be performed by Manager, grants him the privilege of operating the golf shop concession.

4. Manager shall keep an accurate set of books, in the form prescribed by the Director of Finance, reflecting the operation of the golf shop concession, which books shall at all times be subject to inspection by the Director of Finance.

5. Manager will pay to the City, not later than the 10th day of each calendar month, a sum equal to 10% of the gross receipts for the preceding month from the sale of all items from the golf shop, including rental of caddie carts. Such payment shall be made at the Office of the Assessor and Collector of Taxes of the City.

6. Manager shall provide the Director of Finance and the Director of Parks and Recreation, on or before the 10th day of each month, with a certified statement of his operation, of the Riverside Golf Course for the preceding month. Such statement shall be in the form prescribed by the Director of Finance. Further, Manager shall promptly furnish to the Director of Finance any information requested by the Director of Finance or the Director of Parks and Recreation concerning the operation of such golf Course.

7. All funds collected in conjunction with the golf course operation, excluding the golf Shop concession, will be deposited with the Assessor and Collector of Taxes, as prescribed by the Director of Finance.

8. The display of golf shop equipment shall be only as approved by the City, through the Director of Parks and Recreation. The Operation of the golf shop concession shall be the sole obligation and expense of the Manager.

9. In case the Manager should fail to perform his prescribed duties and responsibilities in a manner satisfactory to the City, this contract may be terminated by the City upon furnishing the Manager written notice thirty days in advance of such intention to terminate.

EXECUTED this 28th dya of May, 1964, by the Parties hereto.

CITY OF SAN ANTONIO

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

/s/ Frank W. Ward

## AN ORDINANCE 32330

AMENDING CHAPTER 38 OF THE CITY CODE BY ADDING THERETO SECTION 38-24.1 AUTHORIZING DIRECTIONAL SIGNS AT CERTAIN INTERSECTIONS TO PERMIT TWO LEFT LANES NEAREST CURB TO MAKE LEFT TURNS AND REQUIRE LEFT CURB LANE TO TURN ONLY, AND PROVIDING A FINE NOT TO EXCEED \$200 FOR VIOLATION THEREOF.

\* \* \* \* \*

WHEREAS, pursuant to Section 38-15 of the City Code, the Director of Traffic & Transportation has conducted a traffic and engineering survey to determine the necessity for placing certain directional signs to permit two left curb lanes to turn left at three intersections, namely, going south on Pecos at Buena Vista, south on St. Mary's at Houston and east on Houston at Navarro; and,

WHEREAS, without said signs, traffic on the left curb lane may go straight causing a collision with traffic in the next lane also permitted to turn left; and,

WHEREAS, the Director of Traffic & Transportation has determined that said signs will accelerate traffic and lessen the possibility of accidents thereat and that there is a necessity for said signs; NOW, THEREFORE:

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

SECTION 1. Chapter 38 of the City Code is hereby amended by adding thereto Section 38-24.1 as follows:

Section 38-24.1 Obedience to Directional Signs at Certain Intersections.

Two directional signs, one pointing left only and the other pointing both left and straight ahead, as shown on the drawing attached hereto and made a part hereof, be authorized at the following locations to control traffic as stated:

- a. Going south on Pecos for left turn into Buena Vista.
- b. Going south on St. Mary's for left turn into Houston.
- c. Going South on Houston for left turn into Navarro.

It shall be unlawful for the driver of any vehicle to fail to proceed in the direction specified by the directional sign for his lane of traffic at the locations set out in Paragraph 1 above.

SECTION 2. Any violation of this ordinance shall be punished by a fine not to exceed Two hundred Dollars (\$200).

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32331

AUTHORIZING A TEMPORARY CLOSING OF A PORTION OF VILLITA STREET AND GRANTING THE LEBANESE COLONY COMMITTEE PERMISSION TO USE THE SAME IN PRESENTING A FESTIVAL ON JUNE 27 AND 28, 1964.

\* \* \* \* \*

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

SECTION 1. That the portion of Villita Street from the Cos House west to South Presa Street is hereby closed to all traffic for the period commencing at 8 P.M., Friday, June 26, 1964, and ending at midnight Sunday, June 28, 1964.

SECTION 2. That the Lebanese Colony Committee of San Antonio is hereby granted permission to utilize said closed portion of Villita Street in the presentation of a festival known as "Magic is the Night".

SECTION 3. That the permission granted above is conditioned on the filing in the office of the City Clerk of an indemnity bond executed by a recognized surety company naming the City as an insured with limits (Minimum) of \$25,000 for personal injuries to or death of one person and \$100,000 for one accident pertaining to the operations of the Lebanese Colony Committee on the premises.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32332

AUTHORIZING EXECUTION OF AN AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF

## KELLY AFB ACCESS HIGHWAY BETWEEN THE CITY AND THE TEXAS HIGHWAY DEPARTMENT

\* \* \* \* \*

WHEREAS, the Texas Highway Commission adopted Minute Order 51835 relative to construction and maintenance of the Kelly AFB Access Highway project; and,

WHEREAS, the City Council adopted a resolution October 3, 1962, accepting said Minute Order subject to certain provisions regarding maintenance of such project; NOW, THEREFORE:

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

The city Manager is authorized to execute a Municipal construction and Maintenance Agreement between the City and the State of Texas (Texas Highway Department), providing for construction and maintenance of the Kelly AFB Access Highway.

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

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement made this 28th day of May, 1964, by and between the State of Texas hereinafter referred to as the "STATE", party of the first part, and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the 28th day of May, 1964, hereinafter called the "CITY", party of the second part.

## W I T N E S S E T H

WHEREAS, the City has requested the State to contribute financial aid in the improvement and maintenance of a Controlled Access Highway within such city, from Kelly Air Force Base Entrance to proposed U. S. Highway 90 (West), the route of Highway Spur 371 and hereinafter called the "Project", and has by proper ordinance authorized the State to enter upon and improve and maintain or assist the City in the improvement and maintenance of said project as a street and as a controlled Access Highway; and

WHEREAS, the City has by resolution dated October 3, 1962 accepted Highway Commission Minute Order Number 51835 dated September 25, 1962 which defines the City's financial participation.

WHEREAS, the State Highway Engineer acting for and in behalf of the State Highway Commission has made it known to the City that the State will assist the City in the improvement and maintenance of said project conditioned that the City, as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into agreements with the State for the purpose of determining the responsibilities of the parties with reference thereto.

## A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. Definitions

It is understood that this project shall be constructed as a street and as a Controlled Access Highway as defined by House Bill 179, Acts 55th Legislature, Regular Session. The term "Project" as used in this agreement and hereinabove described as to termini, shall include grading, pavement, curbs, sidewalks, illumination, median guard fence, signs, pavement markers, delineation, as well as other usual appurtenances common to a normal street project. The term "Main Lanes" denotes that portion of the project consisting of the inner pavement lanes designed to serve through traffic. The term "Frontage Streets" denotes the outer streets auxiliary to the Main Lanes, designed to serve abutting property and adjacent areas.

2. Project Authorization

It is understood and agreed between the parties hereto that the City by virtue of the provisions of its charter and the laws of the State of Texas has exclusive control of and jurisdiction over all streets and public ways within the incorporated limits of such city, except as specifically set out in H.B. 179, Acts 55th Legislature, Regular Session, and that the City has requested and consented to the construction and maintenance of the project. The City, in consideration of the mutual covenants herein contained, does hereby agree to and does hereby authorize the State to improve or assist in the improvement of said project at the location and in the manner shown on the construction plans. It is mutually agreed that as the project is developed to the construction stage a copy of such plans will be attached hereto, marked "Exhibit A", and made a part hereof in all respects.

3. Right of Way and Existing Utilities

The City will provide without cost to the State a right of way for the project free of all obstructions, encroachments and encumbrances, and of a width sufficient to provide properly for the improvements shown on the plans. The City will provide without cost

to the State for the installation, removal or other necessary adjustment of any and all utilities and services, whether publicly or privately owned, as made necessary to permit the proper improvement, maintenance and use of said project. Existing utilities shall be adjusted in respect to location and type of installation in accordance with requirements of the State. If, upon receipt of written request by the State, the City does not promptly carry out any provision of this paragraph and delay results in additional expense to the State, such expense will be the direct charge and obligation of the City.

#### 4. Engineering Services

The State will prepare or provide for the construction plans, advertise for bids, and let the construction contract, and otherwise provide for the construction and will supervise the construction, reconstruction or betterment work as required by said plans.

#### 5. Construction Responsibilities

As the project is developed to the construction stage, the state will secure the City's approval of the construction plans prior to award of contract.

The State will construct the entire project including all grading, pavement, drainage, pumping station, structures, expressway illumination, median guard fence, signs, pavement markings and delineations.

It is agreed that existing drainage facilities may be used without cost to the State.

#### 6. Future Utilities

The City will secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the project or entering the project right of way, and the City will require that all such operations thereon shall conform to specifications provided by the State, including location, method of installation, extent of conductor casing and provisions for handling traffic. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as is practicable. The City will pay to the State promptly the cost of repair work by the State made necessary by reason of the installations, repair, removal or adjustment of any publicly or privately owned utilities or services, which may occur after the completion of the project.

The City will neither cut nor permit a third party to cut the pavement for the placement of any pipe or conduit for any utility on or across the Main Lanes and Frontage Streets. The City agrees to hold to a minimum overhead power lines across the project. When such power lines are considered necessary, poles shall be situated within one foot of the right of way line, and the line and structure construction of crossings shall conform to the highest grade as defined by the latest published edition of the National Electrical Safety code published by the National Bureau of Standards.

#### 7. Traffic Regulations and Safety Provisions

A. The City will pass and enforce an ordinance regulating the parking of vehicles as follows:

1. Prohibit all parking on the Main Lanes.
2. Prohibit parking on Frontage Roads in compliance with the provisions of Section 95, Article XII, R.C.S. 670d, Texas Uniform Act Regulating Traffic on Highways, and at other locations as future traffic and engineering studies may dictate.

B. The City will pass and enforce an ordinance providing for one-way traffic operation on all frontage streets for the entire length of the project when requested by the State.

C. The City agrees that other traffic regulations will be established and speed fixed by agreement with the State as represented by the State Highway Engineer after traffic and engineering surveys have been conducted.

D. The State is authorized and agrees to erect and maintain on the project right of way all traffic signs necessary to regulate, warn, or guide traffic; and such signs shall conform with the then current Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

E. The City will prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction or encroachment within the right of way without prior agreement with the State.

F. The City will prohibit the movement of loads over the project which exceed the legal limits for designated State Highways for either weight, length, height, or width except those having proper permits from the State for such movements.

#### 8. Division of Maintenance Responsibilities

A. The City will be responsible for the maintenance of the following items:

##### 1. Drainage Facilities

- (a) Outfalls including the 10 inch steel pipe along the Southern Pacific Company Railroad Structure.
- (b) Storm sewer collector system including curb inlets, drop inlets, pipe and box sewers.

- (c) Existing and proposed automatic pumping stations including power and repairs.
- (d) All connecting lines.

2. Right of way

- (a) The City will maintain the area between the back of curb or edge of pavement and the adjacent right of way line on all Frontage Roads.
- (b) The City will also be responsible for maintenance of all areas on intersecting and cross streets outside the normal highway right-of-way.
- (c) The City will be responsible for the maintenance of the existing West Kirk Place.

3. Illumination and Sign Lighting

The City will maintain and operate the illumination system and furnish power for sign lighting at no cost to the State. In maintaining the illumination system, the City will provide replacement units of similar and equal design to those installed by the State.

B. The State will be responsible for the maintenance of all portions of the project not mentioned in Section A.

Maintenance work by the State shall be performed only as long as the project is the route of a State Highway and it is understood and agreed between the parties hereto that all obligations of the State and the City as created herein shall terminate if and when the project is no longer the route of a State highway.

These general maintenance provisions are supplemented or in case of conflict are superseded in respect to the conflict only, by the specific maintenance responsibilities as delineated in other provisions of this agreement.

9. Future Street and Railroad Crossings

It is understood and agreed between the parties hereto that the City will refrain on its part and will prohibit any other third party from carrying any present or future street at grade across or into the Main Lanes or any present or future railroad at grade across or into the project except as may be shown on the construction plans to be attached hereto and marked "Exhibit A". This provision shall not prevent the City from constructing such underpasses or overpasses in the future as may be necessary to effect such crossings needed to relieve traffic when plans and specifications have been approved by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the 28th day of May, 1964, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

ATTEST: J. H. Inselmann  
City Clerk

CITY OF SAN ANTONIO  
BY: B. J. Shelley  
Title: City Manager

THE STATE OF TEXAS

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

BY: State Highway Engineer

APPROVAL RECOMMENDED:

R. O. Lyton  
\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Chief Engineer of Highway  
Design

## AN ORDINANCE 32333

AMENDING CHAPTER 34 OF THE CITY CODE BY ADDING SECTION 34-38 TO PROVIDE FOR RESTRICTIONS RELATING TO SIGNS ALONG THE SAN ANTONIO RIVER WALK AREA; AND PROVIDING THAT ANY VIOLATION SHALL BE PUNISHED BY A FINE NOT EXCEEDING \$200.00.

\* \* \* \* \*

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

SECTION 1. Chapter 34 of the City code is hereby amended by adding Section 34-48 as follows:

"Section 34-48. Restriction of signs along the San Antonio River Walk Area.

- (1) The San Antonio River Walk Area is that area along the San Antonio River, between its Villita Street crossing and its Sixth Street crossing, from the water's edge to the flood retaining wall, or, if there is no retaining wall, to private property lines and all private and public property abutting thereon, and La Villita.
- (2) General Prohibition of Miscellaneous Signs. The Display of Signs of a miscellaneous character along the San Antonio River Walk Area, except as otherwise provided in this Section, and according to the rules and regulations herein provided for, is prohibited.
- (3) No Signs to be Displayed in Certain Places. No sign shall be displayed from the parapet or roofs of any buildings along the San Antonio River Walk Area.
- (4) What Signs May Advertise. No sign of any character shall be displayed in the San Antonio River Walk Area unless such sign advertises a bona fide business conducted in or on the premises, and, if it does do so, not exceeding fifty percent of the area of such sign may be used to advertise products or commodities actually sold on the premises.
- (5) Signs No Longer Complying as to Advertisements to be Taken Down. Any Sign displayed which no longer advertises a bona fide business conducted upon the premises shall, upon notification by the Director of Housing and Inspections, be taken down, removed or obliterated within five days after such notification.
- (6) Only One Sign Per Shop, Etc. One sign only on the San Antonio River Walk Area shall be allowed to each store, shop or bona fide place of business, and this sign, shall be no larger than the maximum stipulated in this Section, regardless of the amount of front footage.
- (7) Surface Area of Signs. The surface area of any sign shall be in direct proportion to the amount of river front footage of each ownership and shall be as follows:
  - a.) For single-faced signs, attached flat against the wall and including painted wall signs there shall be allowed thirty square inches of sign surface area to each foot of lot river frontage.
  - b.) In No case shall the area of any one single-faced or painted wall sign exceed eight square feet, the maximum allowable size for such a sign.
  - c.) In the case where two or more businesses are conducted on the premises of a single ownership having a front footage of twenty-five feet or less, the allowable sign area shall be increased by one and one-half times.
  - d.) Allowable surface area for double faced signs shall be the same as for single faced signs.
- (8) Illuminated Signs Generally. For exterior illuminated signs, the following restrictions are imposed:
  - a.) For illuminated signs with lighting fixture behind the face of the sign, all light sources shall be a steady light concealed (no flashing lighting allowed).
  - b.) The face of the sign shall be standard opal glass or other substance of equal or smaller light transmission factor.
  - c.) Light source shall be a steady light concealed by a hood, or
  - d.) Light source shall be a steady light concealed by any other acceptable method of indirect lighting approved by the Director of Housing and Inspections.
  - e.) No exterior neon signs are allowed.
  - f.) No double-faced illuminated sign will be allowed.
- (9) Building Code Applicable to Signs. All signs under this Section shall be further governed by the existing regulations of the Building Code of the City.

SECTION 2. Any violation of this ordinance shall be punished by a fine not to exceed Two Hundred Dollars (\$200.00).

*amended  
Ord 34-194  
3-17-66*

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32334

AMENDING ORDINANCE NO. 12780, PASSED AND APPROVED ON SEPTEMBER 7, 1950,  
PERTAINING TO THE ROUTES TO BE USED BY VEHICLES TRANSPORTING LIQUIFIED  
PETROLEUM GASES AND PROVIDING A PENALTY OF \$200.00 FOR VIOLATION THEREOF.

\* \* \* \* \*

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

SECTION 1. That section (c) of Ordinance No. 21780, passed and approved on September 7, 1950,  
is hereby amended to read as follows:

"Sec. 22-212. Regulation of liquified petroleum gas tank trucks.

(c) Vehicles for hauling or transporting liquified petroleum gases shall not  
be driven into the area bounded by the outer curb lines of the following streets:

Beginning at the intersection of West Poplar and North Colorado Streets;

Thence east along West Poplar Street and East Poplar Street into the  
intersection of East Poplar Street and McCullough Avenue;

Thence south along McCullough Avenue to its intersection with East Quincy  
Street;

Thence northeast along East Quincy Street to its intersection with North St.  
Mary's Street;

Thence southeast along North St. Mary's Street to its intersection with  
Ninth Street;

Thence east along Ninth Street to its intersection with Avenue B;

Thence North along Avenue B to its intersection with West Jones Avenue; south-

Thence east along West Jones Avenue and East Jones Avenue to the intersections  
of East Jones Avenue, Austin Street and Sherman Street;

Thence east along Sherman Street to its intersection with North Cherry Street;

Thence south along North Cherry and South Cherry to the intersection of  
South Sherry Street and Essex Avenue;

Thence west along Essex Avenue to its intersection with Hoefgen Avenue;

Thence south along Hoefgen Avenue to its intersection with Becker Street;

Thence west along Becker Street to its intersection with South Presa Street;

Thence north along South Presa Street to its intersection with Bryant Street;

Thence west along Bryant Street to its intersection with Roosevelt Avenue;

Thence south along Roosevelt Avenue to its intersection with Lone Star Blvd.

Thence west along Lone Star Blvd. to its intersection with South Flores Street;

Thence north along south Flores Street to its intersection with West  
Cevallos Street;

Thence west along West Cevallos Street to its intersection with South  
Laredo Street;

Thence South and West on South Laredo Street to its intersection with South  
Medina Street;

Thence north along South Medina Street to its intersection with Tampico  
Street;

Thence west along Tampico Street to its intersection with South Colorado  
Street;

Thence north along South Colorado Street to its intersection with Durango  
Street;

Thence west along Durango Street to its intersection with South Brazos Street;

Thence north along South Brazos Street to its intersection with Buena Vista  
Street;

Thence East along Buena Vista Street to its intersection with South Colorado  
Street;

Thence north along South Colorado Street and North Colorado Street to the intersection of North Colorado Street and West Poplar Street to point of termination."

SECTION 2. Any violation of this ordinance shall be punishable by a fine not to exceed Two Hundred (\$200.00) Dollars.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32335

APPROPRIATING THE SUM OF \$20,331.91 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT AND COLORADO-BRAZOS CONNECTION PROJECT.

\* \* \* \* \*

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

SECTION 1. The sum of \$7,355.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way, payable to Stewart Title Company as escrow agent for James Old and Edith Old for title to 0.3214 of an acre of land, more or less, same being all of Lots 20 and 22, Block 3, New City Block 11321, being Parcels 543C-4843C & 543F-4843F. A copy of the Warranty Deed is 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. The sum of \$9,796.91 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project, payable to Guardian Abstract & Title Company as escrow agent for the San Antonio Independent School District for title to Part of Lots 18 thru 24 and Tracts "L" and "M", New City Block 6802, being Parcel 5598. A copy of the Sales Agreement on the aforementioned Parcel is filed herewith and incorporated herein by reference.

SECTION 3. The sum of \$3,180.00 is hereby appropriated out of Street Improvement Bonds, 1957 #479-10 for acquisition of right of way for Colorado-Brazos Connection, payable to Alamo Title Company as escrow agent for Clemente Bustos and Juana A. Bustos for Title to two tracts of land out of Lot 7, New City Block 2342, San Antonio, Bexar County, Texas, being Parcels 3669- & 3670. A copy of the Sales incorporated herein by reference.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32336

AUTHORIZING A ONE YEAR LEASE OF APPROXIMATELY 820 ACRES OF CITY-OWNED LAND TO W. B. MARTIN, JR., FOR FARMING AND GRAZING PURPOSES FOR A CONSIDERATION OF \$1,639.87.

\* \* \* \* \*

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 lease on behalf of the City of a certain tract of City-owned land described in instruments of record in Volume 4911, page 559, and in Volume 4911, page 553, of the Bexar County Deed Records, consisting of 819.934 acres, more or less, to W. B. Martin, Jr., for farming and grazing purposes.

SECTION 2. That the lease will be for a one year period, November 1, 1964, through October 31, 1965, at a total rental of \$1,639.87 payable in advance to the City.

SECTION 3. Said lease agreement is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS    §  
                          §  
COUNTY OF BEXAR   §

This Agreement, entered into between the City of San Antonio, hereinafter called

"Lessor", and W. B. Martin, Jr., hereinafter called "Lessee", in consideration of the undertakings set out herein, WITNESSETH:

1.

Lessor hereby leases to Lessee that tract of land described in instruments of record at Vol. 4911, P. 559, and at Vol. 4911, P. 553, of the Bexar County Deed Records consisting of 819,934 acres, more or less, for the one year period November 1, 1964 to October 31, 1965.

2.

Lessee shall pay to Lessor as rental for the aforementioned tract the sum of \$1,639.87 in advance for the term hereof.

3.

Lessee shall have the right to use the premises to graze his cattle and plant and harvest crops, and for no other purposes.

4.

Lessor shall have the right of access to the premises at all times during the term hereof for Lessor's employees, representatives, vehicles and equipment in connection with preparation for development of this tract as a sewage treatment plant or other municipal purposes.

5.

Lessee agrees to protect, indemnify and hold Lessor harmless from and against any and all claims, demands and causes of action arising out of or in connection with Lessee's operations under this Lease.

6.

Lessee shall carry public liability insurance covering his operations hereunder with (minimum) limits of \$10,000 for one person and \$20,000 for one accident or personal injury liability and of \$5,000 for property damage liability. Such policy shall name the Lessor as an additional assured.

A certificate of insurance or other satisfactory evidence of compliance with these insurance requirements shall be filed with the City Clerk of the City of San Antonio prior to the beginning of the term hereof.

Executed in duplicate originals this 20th day of May, 1964

CITY OF SAN ANTONIO, Lessor

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

ATTEST: J. H. Inselmann  
City Clerk

/s/ W. B. Martin, Jr.,  
Lessee

AN ORDINANCE 32337

AUTHORIZING AN AGREEMENT TO EXTEND A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO AMERICAN AIRLINES, 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 (Lease Area 3-2) of space in Hangar 3 at San Antonio International Airport to American Airlines, Inc., extending the term thereof to May 31, 1965. A copy of said amendment is attached hereto and incorporated herein.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

Ord. 32337  
Amendment #1: Lease 3-2

STATE OF TEXAS  
COUNTY OF BEXAR

This agreement, by and between the City of San Antonio, a Texas Municipal Corporation acting by and through David A. Harner, Assistant Manager, pursuant to Ordinance 32337, of May 28th, 1964, and lessee American Airlines, Inc., a Delaware private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors, witnesseth:

I.

The term of that lease dated May 22, 1963 (authorized by Ordinance 31364), of space in Hangar 3 and adjacent thereto at San Antonio International Airport to American Airlines, Inc., is hereby extended to May 31, 1965.

II.

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

Executed this 28th day of May, 1964.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner  
Assistant City Manager

ATTEST: J. H. Inselmann  
City Clerk

AMERICAN AIRLINES, INC., Lessee

BY: /s/ R. Alan Mills  
Asst. Vice President  
(Title)

ATTEST: /s/ A. A. Paradis  
Assistant Secretary

AN ORDINANCE 32338

MANIFESTING AN AGREEMENT TO TERMINATE A LEASE TO CALVIN MEADOWS AT STINSON MUNICIPAL AIRPORT.

\* \* \* \* \*

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

SECTION 1. This ordinance manifests an agreement between the City and Calvin Meadows to terminate the lease for cafe purposes of space Stinson Municipal Airport effective May 31, 1964.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

ACCEPTED and agreed to in all things this 28th day of May, 1964.

/s/ Calvin Meadows

AN ORDINANCE 32339

Project: U.S. 90 West  
Parcel: 51-4351

APPROPRIATING \$250.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND, #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS SUBJECT TO THE ORDER OF GENERAL INVESTMENT CORPORATION AND MANUEL CHAIREZ AND WIFE GAVINA M. CHAIREZ, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING IN FULL SATISFACTION OF THE JUDGMENT ENTERED IN CONDEMNATION CAUSE NO. 1461 FOR THE ACQUISITION OF 0.1148 OF AN ACRE OF LAND LOCATED AT 407 MENELEE BLVD., SAN ANTONIO, BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

The sum of \$250.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County, Texas subject to the order of General Investment Corporation and Manuel Chairez and wife Gavina M. Chairez, as their interests may appear, said amount being full satisfaction of the Judgment entered in Condemnation Cause No. 1461 for the acquisition of 0.1148 of an acre of land located at 407 Menefee Blvd, San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32340

APPROPRIATING \$1,800.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF W. D. TAYLOR, ET AL, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING

THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-59 FOR THE PURCHASE OF LOT NINETEEN (19), BLOCK FOUR (4), New City Block ELEVEN THOUSAND THREE HUNDRED TWENTY-TWO (11,322), JENNINGS ADDITION IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

The sum of \$1,800.00 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 Everett Taylor and wife Agatha Taylor of Houston, Harris County, Texas and W. D. Taylor whose address is unknown, and if married, his wife, whose name and address is unknown, and if deceased, their heirs and legal representatives whose names and addresses are unknown, and G. I. Street whose address is unknown, and if married, his wife, whose name and address is unknown and if deceased, their heirs and legal representatives whose names and addresses are unknown, and any and all persons including adverse claimants owning 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-59 for the purchase of Lot Nineteen (19), Block Four (4), New City Block Eleven Thousand Three Hundred Twenty-Two (11,322), Jennings Addition, in San Antonio, Bexar County, Texas

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32341

APPROPRIATING \$1,030.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF L. M. WILLIAMS, ET AT, AT THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-57 FOR THE PURCHASE OF LOT EIGHT (8), Block Four (4), New City Block Eleven Thousand Three Hundred Twenty-Two (11,322), Jennings Addition in San Antonio, Bexar County, Texas.

\* \* \* \* \*

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

The sum of \$1,030.00 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 Everett Taylor and wife Agatha Taylor of Houston, Harris County, Texas and L. M. Williams, whose address is unknown, and if married, his wife, whose name and address is unknown, and if deceased, their heirs and legal representatives whose names and addresses are unknown, and any and all persons, including adverse claimants owning 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-57 for the purchase of Lot eight (8), Block Four (4), New City Block eleven thousand three hundred twenty two (11,322), Jennings Addition in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: U. S. 90 West  
Parcel: 671-4971

AN ORDINANCE 32342

APPROPRIATING \$2,400.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF JAMES P. EMERY, ET AL, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-64 FOR THE PURCHASE OF LOT 26, BLOCK 1, NEW CITY BLOCK 11,319, JENNINGS ADDITION, IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

The sum of \$2,400.00 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 James P. Emery and wife Annie Emery, and L. M. Williams, whose address is unknown, and if married, his wife, whose name and address is unknown, and if deceased, their heirs and legal representatives whose names and addresses are unknown, and any and all persons, including adverse claimants owning 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-64 for the purchase of Lot 26, Block 1, New City Block 11,319, Jennings Addition, in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32343

APPROPRIATING \$950.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF ELIAS L. DE LA GARZA, ET AL, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-54 FOR THE PURCHASE OF 0.1607 OF AN ACRE OF LAND, MORE OR LESS, SAME BEING ALL OF LOT SEVENTEEN (17), BLOCK FOUR (4), NEW CITY BLOCK ELEVEN THOUSAND THREE HUNDRED TWENTY-TWO (11,322), JENNINGS ADDITION IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

The sum of \$950.00 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 Elias L. de la Garza and wife Mary Louise de la Garza of San Antonio, Bexar County, Texas and U. S. Oglesby, whose address is unknown, and if married, his wife, whose name and addresses are unknown, and any and all persons, including adverse claimants owning 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 Special Commissioners in Condemnation Cause #C-54 for the purchase of 0.1607 of an acre of land, more or less, same being all of lot Seventeen (17), Block Four (4), New City Block Eleven Thousand Three hundred Twenty-two (11,322), Jennings Addition, in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32344

APPROPRIATING \$1,070.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF MRS. M. A. BARROW, ET AL, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-56 FOR THE PURCHASE OF LOT NINE (9), BLOCK FOUR (4), NEW CITY BLOCK ELEVEN THOUSAND THREE HUNDRED TWENTY-TWO (11,322), JENNINGS ADDITION, IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

The sum of \$1,070.00 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 Everett Taylor and wife Agatha Taylor of Houston, Harris County, Texas and Mrs. M. A. Barrow, whose address is unknown, and if married, her husband, whose name and address is unknown, and if deceased, their heirs and legal representatives whose names and addresses are unknown, and any and all persons, including adverse claimants owning 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-56 for the purchase of Lot nine (9), Block Four (4), New City Block Eleven thousand three hundred twenty-two (11,322), Jennings Addition, in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32345

AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO EXECUTIVE AIRLINES, INC., WHEREBY SAID LESSEE IS PERMITTED TO PROVIDE A CATERING SERVICE.

\* \* \* \* \*

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 Area 334) at San Antonio International Airport to Executive Airlines, Inc., to permit said Lessee to provide a caterine service at said airport. A copy of this amendment is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

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") acting by and through David A. Harner, its Assistant City Manager pursuant to Ordinance No. 32345, and Executive Airlines, Inc., (hereinafter called "Lessee"), a Texas private corporation acting by its designated officers pursuant to its by-laws or a resolution of its board of directors, witnesses:

1.

That lease as amended, of premises at San Antonio International Airport (Lease 334) to Lessee is hereby amended effective June 1, 1964, according to the provisions hereof.

2.

Lessor hereby grants a permit to Lessee to supply and deliver food and meals prepared on the premises to air carriers and to private aircraft at said Airport for consumption aboard aircraft during the one-year period beginning June 1, 1964.

3.

Lessee shall carry, in addition to the insurance required by the aforesaid lease, food products liability insurance with \$25,000 (minimum) limits. The requirements pertaining to such other insurance shall apply to this policy.

4.

Lessee shall pay to lessor a sum equal to five per cent (5%) of its gross sales under this permit. Such payments shall be delivered to Lessor's Director of Aviation on or before the 10th day after each calendar month during the term hereof.

Lessee shall keep accurate accounts and records of such sales and they shall be available for inspection by representatives of the Lessor.

Lessee shall submit reports of such sales each month at the time of making payments required above in form approved by the Director of Finance and bearing the affidavit of one of Lessee's principal officers.

5.

Lessor may terminate this permit by giving Lessee 30 days written notice, whenever the City deems Lessee's operations under this permit are not in the best interests of the air carriers or of the Lessor.

Executed this 28th day of May, 1964.

ATTEST: J. H. Inselmann  
City Clerk

CITY OF SAN ANTONIO, Lessor  
BY: David A. Harner  
Assistant City Manager  
EXECUTIVE AIRLINES, INC., Lessee

ATTEST: Secretary

BY: President

AN ORDINANCE 32346

*Amended Ord 32345 and 6/4/64 per Ord 32346 8/5/64*

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SEAGRAVE FIRE APPARATUS DIVISION OF FWD CORPORATION TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH ONE AERIAL LADDER TRUCK FOR A NET TOTAL OF \$54,449.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Seagrave Fire Apparatus, Division of FWD Corporation, dated May 20, 1964 to furnish the City of San Antonio Fire Department with one 100 foot aerial ladder truck for a net total of \$54,449.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Fire Department, Account No. 08-12-01, Code 5-16.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

*See Ord 33767  
out 14, 1965  
re Phase 2*

AN ORDINANCE 32347

AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM SOUTHWESTERN BELL TELEPHONE COMPANY WHEREBY SAID COMPANY IS TO INSTALL AND MAINTAIN A FIRE ALARM SYSTEM FOR THE CITY.

\* \* \* \* \*

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

SECTION 1. The City Manager is authorized to accept, on behalf of the City, a proposal from the Southwestern Bell Telephone Company whereby said company is to install and maintain a fire Alarm System (Fire Emergency Reporting System) for the City. A copy of said contract is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

City of San Antonio  
San Antonio, Texas

Gentlemen:

This letter covers the provisions of the Emergency Reporting Telephone System for the City of San Antonio by Southwestern Bell Telephone Company.

This basic system is covered in Southwestern Bell Telephone Company's General Exchange Tariff, General Private Line Services and Channels Tariff, or the Schedule of Miscellaneous Rates or Charges as approved by City Ordinance in 1959. Changes of rates shown in these tariffs as furnished within the City of San Antonio are subject to approval by the City Council. As provided in these tariffs, attached is a copy of a termination Agreement covering the basic components of the Emergency Reporting Telephone System. See Exhibit "A". There will be no charge for removal of Emergency Reporting equipment owned by the Telephone Company except as provided in the attached Termination Agreement. There will be no charge for removal of any items of service or equipment owned by the Telephone Company referred to herein after the expiration of the five year Termination Agreement.

The charges set forth in the tariffs do not contemplate provision by the telephone company of any conduit laterals, pedestals or street work required for installation of the reporting stations. At the request of the City, the Company hereby agrees to provide the necessary conduit laterals, pedestals and street work at a total installation cost to the City not to exceed \$9,500.00. The attached Exhibit "B" lists 193 reporting station locations covered by this commitment. The exact location for each such installation shall be selected by the Chief of the City's fire department. Any easements, licenses or permits required for installation of these 193 reporting stations will be obtained and maintained by the telephone company at no cost to the City. These conduit laterals and pedestals shall become the property of the City upon payment of the aforementioned installation charge. Thereafter the City shall maintain said conduit laterals and pedestals and any pole markings at the City's expense.

The Telephone company will maintain all other equipment at its expense.

The telephone company will arrange with a local contractor for installation of these conduit laterals and pedestals. In connection with this work, the general prevailing wage rate in this locality for work covered by article 5159A, Texas Revised Civil statutes, shall be that established by the City Council of the City of San Antonio as directed by said statutes. This requirement will be included in our contract for this job.

The design, installation and maintenance of the Fire Emergency Reportint System (Fire Alarm System) to be furnished by the company shall comply with standards No. 73 "Standard For the Installation, Maintenance and Use of Municipal Fire Alarm System" (1963 Edition) of the National Board of Fire Underwriters. Such compliance is to be determined by the Chief Engineer of the Fire Insurance Division, State Board of Insurance and by the Texas Fire Prevention and Engineering Bureau at Dallas, Texas.

The Emergency Reporting Telephone System to be provided has been referred to as Phase I in proposals submitted to the City by the Telephone Company. The attached Exhibit

"C" covers the charges applicable under Phase I. The attached Exhibit "D" covers the service to be provided the City under our proposal.

The telephone company assumes no liability by reason of the continued presence of City owned lines, wires or cables on or in telephone company poles, ducts and conduits, whether in use or not. The telephone company may remove any of such lines, wires, or cables not in use upon written consent signed by the City Manager provided that any replacement shall be performed by the City at its expense. The City is requested to give 30 days written notice to the telephone company of its intention to replace any of these City owned lines, wires or cables.

Additional installations, equipment, and service, or any of them, shall be furnished to City by Southwestern Bell Telephone Company upon the written request of the City's City Manager at the prices and rates provided in the tariffs and exhibits attached hereto, except this does not include the items described in the third paragraph in this letter.

We will appreciate receiving acceptance of this letter by the City as indicated below. Please return one copy for our file. We will also appreciate your returning four copies of the attached Termination Agreement, one copy of which will be returned to you upon installation of service.

We shall complete the installation of this system as referred to herein within seven months from the date of your acceptance.

Very truly yours,

L. H. Hudson  
Division Manager

This will be your authority to proceed with the installation of the Emergency reporting Telephone System for the City of San Antonio.

B. J. Shelley  
City Manager  
City of San Antonio, Texas

-----  
Date

Exhibit "A"

TERMINATION AGREEMENT

City of San Antonio  
(Name of Customer)

414 W. Nueva  
(Address)

CA 6-1313  
(Telephone No.)

As provided by the General Exchange Tariffs of the Southwestern Bell Telephone Company, this agreement is supplemental to the regular contract for telephone service between the undersigned parties and is effective 60 months starting from the date of installation of the following equipment, facilities or service:

520 Type Emergency Reporting Two Position Switchboard	\$	15,000.00
Call Recorder Equipment		
Common Equipment		
Common Equipment for 200 Reporting Lines		5,250.00
Common Equipment for 200 Reporting Lines		1,830.00
Special Key Telephone Set to Answer Three Trunks		175.00
Located at 414 Nueva Street, San Antonio, Texas		

In the event that the contract for the use of the equipment, facilities or service described above is terminated by the customer within the minimum service period of 60 months, the undersigned customer, or its assigns, agrees to pay to the telephone company termination charges equal to \$22,255 reduced by 1/60 for each month service is retained, with proportionate reductions for fractional portions of a month.

Where the use of a portion of the equipment, facilities or service subject to termination charges under this agreement is terminated within the minimum service period, termination charges apply, equal to the original net cost of that portion of the equipment or facilities the use of which is terminated, reduced by 1/60 for each month service is retained, with proportionate reductions for fractional portions of a month.

Relocation of any portion of the equipment, facilities or service described above, either on the same or to a different premises shall be considered as a termination under the terms of this agreement, unless specifically specified otherwise in the General Exchange Tariffs of the Southwestern Bell Telephone Company.

If, at the customer's request, engineering, manufacturing or installation work once begun is stopped and the installation is not completed, the customer agrees to pay the net costs incurred in the lieu of the above termination charge.

Date \_\_\_\_\_, 19\_\_\_\_. signed \_\_\_\_\_  
(Name of Customer)

Accepted \_\_\_\_\_, 19\_\_\_\_. by \_\_\_\_\_  
(Title)

Date of Installation: \_\_\_\_\_  
SOUTHWESTERN BELL TELEPHONE CO.  
\_\_\_\_\_, 19\_\_\_\_. by \_\_\_\_\_  
(Title)

Service Order No. \_\_\_\_\_

## EXHIBIT "B"

Monthly Rate for Individual Emergency Reporting Stations  
in Phase I

Unit No.	Recommended Locations	Remarks	Number to be Assigned to Street Box
1.	Camdem Street North Side Northeast of Seymour Dr.	Baptist Memorial Hospital	492
2.	West Cypress & Lewis St.	Two Sanitariums and Hospital	33
3.	North Pine at E. Carson	Convalescent Home	152
4.	North Flores at West Woodlawn	Convalescent Home	233
5.	Ashby at Main Street	S. E. C.	285
6.	North Frio - North of Morales	Robert B. Green Hospital	29
7.	West Houston Street Midway Between Santa Rosa & San Saba - North side of Street	Santa Rose Hospital	28
8.	Dallas Street, 100 Block north Side of Street	Baptist Memorial Hospital	77
9.	Navarro at College St.	H.V.C. Nix Building Hospital	57
10.	McCullough at E. Craig	Keystone School for Exceptional Children	242
11.	S. E. Corner N. Flores and Euclid	On Pole	39
12.	Austin at Mason Street	Milam Elementary School	244
13.	South Pecos - 100 feet Approx. North of San Fernando Street	Navarro Elementary School	64
14.	North Colorado at Arbor Place	Bowie Elementary School	32
15.	South St. Mary's at Pereida	Bonham Elementary & Mercantile	261
16.	East Houston at No. Palmetto	Fannin Elementary & Mercantile	256
17.	Brooklyn Avenue at E. Cypress	Eleanor Brackenridge Elementary, Apartments, Medical Complex and Mercantile	59
18.	South Hackberry at Indiana Street	Herff Elementary School & Mercantile	281
19.	South Flores at Stribling St.	Briscoe Elementary, Industrials and Warehouses	17
20.	Fredericksburg Rd. at West Ashby Place	St. Ann's Elementary Beacon Hill Elementary & Moderate Mercantiles	252
21.	North Pine at Lamar St.	Lee Elementary School	267
22.	West Martin at North Pecos	Hood Elementary School	66
23.	Iowa at Piedmont St.	Cuney Elementary School	269
24.	South Brazos at El Paso	N.E.L.	316
25.	N. St. Mary's at Valdez	N.E.C.Pole	168
26.	South Flores at Fest St.	St. Henry's Elementary and Jr. High	15.
27.	Mason (North Pan Am.) at Willow Street	St. Patricks Kindergarten & Elementary	526
28.	Nolan at Chestnut St.	St. Peter Claver School - Kindergarten & Jr. High School	144
29.	S. Brazos at Guadalupe	T.J. Brackenridge Elementary & Guadalupe Theatre	519

<u>Unit No.</u>	<u>Recommended Locations</u>	<u>Remarks</u>	<u>Number to be Assigned to Street Box</u>
30.	N. St. Mary's at Josephine	Josephine Theatre and Mercantiles	255
31.	Municipal Auditorium	HVC and Mercantiles	915
32.	9th St. at Arden Grove	Mission Home for Girls, Bowling Center, KONO, etc.	121
33.	So. St. Mary's Opposite Arciniega Street	Herman Sons - Place of Assembly	241
34.	South Alamo at Perieda	Beethoven Home, Place of Assembly, St. Vincent dePaul Home for Aged	324
35.	N. Hackberry at Center	Library and Place of Assembly	235
36.	West Houston at San Pedro Creek	Alameda Theatre and Mercantiles	173
37.	Fourth St. at Ave. A	First Baptist Church	347
38.	Commerce at S. St. Mary's	H.V.C. Aztec Theatre, Office Bldg. and Mercantiles	56
39.	S. Flores at Nueva St.	- H.V.C. - High Value Congested	124
40.	Military Plaza and Trevino	H.V.C. City Hall, Church, Bank, Etc.	423
41.	W. Houston & Soledad	H.V.C.	62
42.	Houston and Flores	H.V.C.	425
43.	West Commerce and Soledad St.	H.V.C.	12
44.	South St. Mary's at Villita	H.V.C.	166
45.	East Houston at North St. Mary's	H.V.C.	432
46.	No. St. Mary's at Martin	H.V.C.	129
47.	E. Houston at Jefferson	H.V.C.	51
48.	W. Commerce at Navarro	H.V.C.	13
49.	Broadway at Travis St.	H.V.C.	278
50.	Broadway at Third St.	H.V.C.	148
51.	E. Commerce At Alamo St.	H.V.C.	14
52.	Alamo Plaza opposite Blum Street.	H.V.C.	431
53.	E. Houston at NO. Alamo	H.V.C.	21
54.	W. Travis at No. Main Ave.	H.V.C.	35
55.	N. Main Ave. at Romana	High School and Mercantiles	128
56.	Houston and Navarro	N.E.C.	182
57.	East Houston at Nacogdoches	H.V.C.	541
58.	E. Commerce at Bowie St.	H.V.C.	65
59.	W. Commerce at Pecos St.	H.V.C.	24
50.	W. Commerce at Calder St.	H.V.C.	489
61.	Soledad at Martin	H.V.C.	174
62.	South St. Mary's At Navarro and Nueva Streets (Triangle)	H.V.C.	254
63.	Navarro at August St.	H.V.C.	88
64.	West Jones at Camden	Industrial and Mercantile	284

<u>Unit No.</u>	<u>Recommended Locations</u>	<u>Remarks</u>	<u>Number to be assigned to Street Box</u>
65.	No. St. Mary's at Fifth Street	H.V.C.	131
66.	Avenue E. at Third Street	H.V.C.	276
67.	E. Houston at Bowie St.	H.V.C.	151
68.	Broadway at Ninth St.	H.V.C.	132
69.	South Main at Dolorosa	H.V.C.	52
70.	N. St. Mary's at Navarro	H.V.C.	345
71.	East Martin at Jefferson	H.V.C.	126
72.	Broadway at Fifth St.	H.V.C.	215
73.	Broadway at 7th Street	H.V.C.	127
74.	Broadway at Jones Ave.	H.V.C.	134
75.	N. Comal at Culebra	Industrial N. Side on Culebra 1st. Pole	229
76.	N. Medina at Morales	Industrial	55
77.	N. Medina at Salinas	Industrial	296
78.	N. Comal at Lombrano	Industrial	291
79.	N. Salado at Leal St.	Industrial	263
80.	N. Comal at Travis St.	Industrial - E. Side Comal	297
81.	North San Marcos at West Martin Street	Industrial	574
82.	N. Walnut at Burleson	Industrial	141
83.	N. Colorado at West Poplar	Industrial	159
84.	North Cherry at Center	Industrial	161
85.	North Cherry at Lamar St.	Industrial	812
86.	North Brazos at Lombrano	Industrial	571
87.	King William at Guenther	Industrial	27
88.	200 Block of Peden St.	Industrial	191
89.	North Medina opposite West Houston Street	Industrial	216
90.	Medina and Monterey NWC	Industrial	49
91.	South Frio at Matamoras (at Fire Station #11)	Industrial	25
92.	100 Blk. East Zavalla St. at dead end of Stribling	Industrial S. W. Lt. Pole	82
93.	Hoefgen at Florida St.	Industrial	227
94.	South Flores at Arsenal	Industrial and Mercantiles	125
95.	South Flores at South Alamo	Industrial and Mercantiles	16
96.	S. Flores at Guilbeau	H.V.C. - Industrial and Mercantiles	181
97.	S. Flores at Stumberg	Industrial and Mercantiles	177
98.	E. Commerce at Walnut	Industrial	234
99.	Broadway between Newell and Casa Blanca	Congested Mercantiles	138
100.	Broadway and Pearl Parkway	Congested Mercantiles	133
101.	N. St. Marys at 7th St.	Congested Mercantiles	122
102.	Cameron at Belvin St.	Industrial	295
103.	200 Block West Jones	Industrial	183
104.	North Walnut at Dawson	Industrial	536
105.	E. Houston at Chestnut	Industrial 7 Storage	155

<u>Unit No.</u>	<u>Recommended Locations</u>	<u>Remarks</u>	<u>Number to be Assigned to Street Box</u>
106.	San Pedro at Cypress	Concentrated Mercantiles	41
107.	S. Alamo at S. Laredo	Industrial	264
108.	So. St. Marys at Tolle Pl. S.W.C. Pole	Mercantiles	341
109.	North Main at Giraud	Mercantiles	48
110.	N. Flores at Romana	Industrial and Mercantiles	36
111.	N. St. Mary's at Euclid	Mercantiles	99
112.	S. Alamo at Probandt	Industrial	436
113.	Lexington Avenue at Augusta	Mercantiles and Child Care	47
114.	North St. Mary's at Augusta	High Schools, Radio and Television	346
115.	South St. Mary's at South Alamo	Mercantiles	321
116.	South Alamo at Lavaca and Water (Fire Station No. 7)	Mercantiles and some industry	251
117.	Avenue E at 6th	Mercantiles	214
118.	Avenue A at James	Industrial	137
119.	E. Crockett at Bonham	Mercantiles -HVC	67
120.	South Presa at Villita	Place of Assembly	485
121.	Labor and Barrera	Home for Aged	253
122.	Dwyer and Guilbeau	Congested High Value	61
123.	Dwyer and Nueva	Congested High Value	171
124.	N. St. Mary's at Travis	High Value Congested	71
125.	N. Flores at Rodriguez	High Value Congested	487
126.	S. Flores at Cevallos	Congested	643
127.	S. Alamo at Beauregard	Mercantiles	197
128.	King William at Beauregard	Heavy Apartment Area	325
129.	South Presa at Labor	Mercantiles	69
130.	South Flores at East Rische (No. 12 Fire Sta.)	Mercantiles	472
131.	South Flores at West Johnson	Mercantiles and Industrial	188
132.	San Pedro and West Quincey	Congested Mercantiles	44
133.	San Pedro and W. Euclid	Congested Mercantiles	37
134.	San Pedro and Warren	Congested Mercantiles	38
135.	E. Fredericksburg Rd. at Duffield	Industrial	22
136.	Fredericksburg Rd. at West Laurel (5 Points)	Congested Mercantiles	42
137.	Howard at Laurel	High-Rise apartments	627
138.	North Main at Euclid	Mercantiles	46
139.	North Main at Cypress	Mercantiles and Convalescent Homes	512
140.	Hoefgen at Lafitte N.W.C.	Industrial	274
141.	Hoefgen at Dakota	Industrial	243
142.	North Walnut at Burnet	Industrial	213
143.	So. St. Mary's and Lone Star Blvd.	Industrial	328
144.	So. Laredo at T & N O Railroad	Elementary School	469

Unit No.	Recommended Locations	Remarks	Number to be Assigned to Street Box
145.	S. Presa at Roseborough	N. E. Lt. Pole	385
146.	Main at Woodlawn		162
147.	903 E. Commerce (Fire Station No. 3)	Congested Mercantiles & Industrial	236
148.	Broadway at N. Alamo	Congested Mercantiles and Playland Park	176.
149.	Broadway at Josephine	Congested Mercantiles	175
150.	Broadway at Brackenridge	H.V.C.	178
151.	Fredericksburg Rd. at West Woodlawn	Warehousing and Wholesale Furniture	262
152.	North Pine at Milam St. South	Mercantiles and Indus- trial Warehousing	279
153.	Cherry at Nevada	Storage and Warehousing	221
154.	Hoefgen Ave. & Essex	Industrial	228
155.	Main at Myrtle		45
156.	Probandt at Lone Star Blvd.	Industrial	225
157.	N. Main at Evergreen	Nursing Home and Mercantiles	266
158.	N. Olive at E. Grayson	Nursing Home N. W. 1st Pole	143
159.	North Main at Locust	H.V.C.	43
160.	South Brazos at Durango	High School	518
161.	South Flores at Pruitt	Harris Junior High School	223
162.	North Main at French	St. Mary's Hall and Mercantiles	282
163.	Blanco & Ashby	S. E. on 1st. Pole	271
164.	North Cherry & Sherman	Industrial	135
165.	E. Euclid at Locust	N.W. by Fire Plug	272
166.	N. Hackberry at Milam	Warehousing Concentration- Industrial	268
167.	Probandt at Hicks Ave.	Industrial	226
168.	N. St. Mary's & East Myrtle	N.W.C. Lt. Pole	157
169.	So. St. Mary's at Carolina	S. E. Mercantiles & Nursing Home	361
170.	West Josephine at River Road	Industrial and Junior High School	638
171.	S. Cherry and Florida	S. W. Lt. Pole	367
172.	S. Hackberry at Nebraska	Junior High School and Mercantiles	273
173.	North Flores & Myrtle	S.E.C. Lt. Pole	277
174.	N. St. Mary's at Ashby	Industrial and Mercantiles	629
175.	N. Main at Dewey	Elementary School and Mercantiles	158
176.	San Pedro at Dewey	San Antonio Junior School	628
177.	W. Martin & Columbus	N.E.C.	34
178.	W. Josephine & Polk	Lt. Pole	637
179.	San Pedro & Myrtle	S.E.C. Lt. Pole	286
180.	Fredericksburg Rd. at N. Comal	N. W. Lt. Pole	573
181.	Delaware & S. P.R.R. Tracks	S. E. Lt. Pole	212
182.	Hoefgen & Delaware	N. E. Lt. Pole	83

Unit No.	Recommended Locations	REMARKS	Number to be Assigned to Street Box
183.	Hoefgen and Delaware	N. E. Lt. Pole	199
184.	Nogalitos & E. Zavalla	S. E. Lt. Pole	222
185.	S. Flores and Klein	N. W. Lt. Pole	475
186.	Lone Star Brewery	Opposite Gate #2 Lt. Pole	224
187.	St. Mary's & Biering	S. E. Lt. Pole	364
188.	S. Presa and Becker	S. E. Lt. Pole	384
189.	S. Presa and R. R. Tracks	Opposite Conrad St. N. W. Lt. Pole	362
190.	S. Presa and Highland	S. E. Lt. Pole	93
191.	S. Cherry and Essex	N. W. Lt. Pole	368
192.	Hoefgen and Carolina	N. E. Lt. Pole	374
193.	Iowa and Walnut	S. W. Pole	452

Exhibit "C"

RATES FOR EMERGENCY FIRE REPORTING SYSTEM

FOR

THE CITY OF SAN ANTONIO

Prepared by:  
Southwestern Bell Telephone Company  
San Antonio, Texas

PHASE I

The Telephone Company will install and maintain the San Antonio Emergency Fire Reporting System:

\$ 2,794.25 per Month  
\$ 33,531.00 per Year  
\$ 9,500.00 Installation Charge For  
Pedestals & Conduit  
\$ 1,447.50 Other Non-Recurring Charges

Sixty Month Termination Agreement for Central Control Switchboard and associated equipment, reduced 1/60th for each month in service.

PHASE I

What is included -

This proposal provides for the installation and maintenance of all telephone equipment for 193 designated reporting stations. The conduit laterals, pedestals, and street work associated with the installation will be by sub-contract. The City will pay actual cost for this work, not to exceed \$9,500.00.

Phase I Equipment includes: the modern central switchboard at fire headquarters; a teletype recording unit that codes and times reporting station calls; and one hundred ninety-three telephone reporting stations. Each individual station will be connected direct to fire headquarters through voice circuits.

Ten direct lines will connect the central control center (Fire headquarters) with the police, public service, and other agencies designated in the proposal. The system will also provide eight telephone lines on the PBX board. One listed rotary telephone number will give seven connections for receiving incoming fire alarms. One non-published number will reserve one connection for emergency call-in by the Fire Chief. These trunk access lines will be used for administrative calls to the 27 fire stations and also provide out dialing from the same stations. The dispatcher will control the use of these lines and keep a reserve open for incoming fire alarms. The two call Director units now used will be removed. The business lines in 26 fire stations will be removed. All Fire reporting by telephone and alarms from Street boxes will be handled at the central headquarters. Two recorderconnectors will be provided for connecting city-owned voice recorder equipment.

A connecting network of signal grade circuits is also included. This cable will be used with city-owned code dispatching equipment. The network will connect the city-owned sending key at headquarters with associated code recorders at twenty-seven fire stations. The cable circuits (8) will terminate on a strip of terminals at headquarters and will be installed to a connecting point in each station. The circuits will meet standards and operate modified Gamewell Recorders on a rated 20 mils current.

The telephone Company will provide twenty-four hour maintenance on all telephone equipment and cable.

The pedestals and conduit laterals will become the property of the city at the time of installation.

Equipment and Rates			
<u>Equipment</u>	<u>Monthly Charges</u>	<u>Installation and Service Connection Charges (One Time)</u>	<u>Basic Termination Agreement</u>
520-A a Position Fire and Emergency Console	\$250.00		60 Months
8 Trunk Lines (7 Rotary - 1 Non-Pub.)	\$186.00	\$ 42.50	-
27 Fire Station Telephones	\$ 48.00	\$ 135.00	-
4 Extensions Telephones	\$ 7.00	\$ 20.00	-
27 Direct Mileage(389/4)	\$ 416.00	\$ -	-
Less Present Administra Service(FBI and Ex. in 26 fire Stations)	(-\$413.50)		
Spl. Tel. for Ans. CA 6-1313-14-15 at a Third Location	\$ 10.25	\$ 15.00	60 Months
Less Present Administra- tive Service	(-\$ 61.00)		
193 Telephone Emergency Stations (\$4.75 Per Month each - \$5.00 S.C.C.)	\$ 916.75	\$965.00	
*193 Direct Station Line Mileage	\$1130.00	-	
*Changes in Location May Alter Rates			
Tie Lines and Telephone Stations:			
4 Tie Lines to Police PBX	\$ 4.00	\$ 40.00	-
1 Tie Line to City Hall	\$ 2.00	\$ 10.00	-
1 Tie Line to City Public Service	\$ 3.00	\$ 10.00	-
1 Tie Line to Water Board	\$ 2.00	\$ 10.00	-
1 Telephone Stations Fire Chief Office	\$ 1.75	\$ 5.00	-
1 Telephone Station Fire Control Chief	\$ 1.75	\$ 5.00	-
1 Telephone Station Fire Fighting Division	\$ 1.75	\$ 5.00	-
<u>Call Recording Equipment:</u>			
Common Equipment Including Teletype Unit	\$ 87.50	-	60 Months
(200) Each 100 Lines or Fraction @ \$15.25	\$ 30.50	-	60 Months
2 Recorder-Connectors (City Provide Voice Recorders)	\$ 2.00	\$ 10.00	-
<u>Dispatch System Cable Network:</u>			
Direct Signal Circuit Mileage - eight circuits, \$ 168.50 non-loaded, 0-15 Cycle, provide 20 Mils W 130V Input _____		\$ 175.00	-
Total Telephone Company Charges	\$2794.25	\$1447.50	
Providing street wrok, conduit laterals, pedestals, and pole markings, sub-contracted at cost not to exceed stated charges	-	\$9500.00	
Total Cost	\$2794.25	\$10947.50	

All monthly charge items are provided on a month-to-month (Minimum one Month contract) basis except those items identified with a Basic Termination Agreement of 60 months.

What the City will add--

Certain portions of the emergency reporting system can be more economically provided and maintained by the City.

Items that would complete the system include:

Two voice recorders with tape.

Telegraph key and code recorders from City-owned dispatch system.

The coils modified to operate on 20 Mils, 130V battery supply, and alarm signals.

Street reporting location identification lights.

The City will maintain<sup>only</sup> the equipment they own.

EXHIBIT D  
To Ordinance 32347

EMERGENCY REPORTING  
- CUSTOM ENGINEERED FOR OUR CITY

- ACKNOWLEDGEMENT

San Antonio is growing. In the past decade, population has mushroomed; new industries have sprung up; community centers and residential areas have developed at an amazing rate. All of this progress has created a need for greatly expanded services provided by the City.

Fire and Police protection are foremost of these service requirements. The need for an efficient and adequate method of reporting fires, accidents, and other emergencies from the street or at the scene has been recognized by the City Officials.

Studies have been made by Key People in the departments. Maps have been constructed to insure the proper coverage. Plans have been developed that will give our City a Class A system. The Telephone Company has used this material in engineering the Emergency Reporting System for a modern, growing San Antonio.

We wish to acknowledge the cooperation of Mr. B. Jack Shelley, City Manager; Mr. David A. Hanner, Assistant City Manager; Mr. Milton L. Roger, Fire Chief; Mrs. George W. Bichsel, Police Chief; and others in the City Administration for their valuable assistance in preparing the studies and the service requirements included in this proposal.

EMERGENCY REPORTING TELEPHONE SYSTEM - Saves Vital Time, Reduces False Alarms, Conserves Equipment and Manpower

HOW EMERGENCY REPORTING TELEPHONE SYSTEM WORKS - Emergency Reporting Telephone System is a network of street telephones, strategically placed throughout the city, connected directly to a municipal fire control center. In the event of an emergency, any citizen can immediately telephone for help from the nearest EMERGENCY REPORTING TELEPHONE SYSTEM box, furnishing all the necessary details.

Small Fire, "Brush fire in an empty lot on Taylor just below Fillmore. Nothing much now but it might get rough if you don't stop it"

Storm Damage "Power Lines are down in the street in front of the supermarket at City Avenue and 54th."

Major Fire "An explosion in the Ajax warehouse on Center Street. The whole place is on fire and it's spreading fast."

Auto Accident "At the corner of 5th and Main. A three-car pile-up, and one man's bleeding badly, Rush an ambulance."

Robbery "There's been a holdup at the loan company, corner of 4th and Broad Street, better send help fast."

Fire Companies Knowing what and where, your firemen can now proceed directly to the fire - with just the equipment they need. This savings in time, manpower and equipment can add up to many thousands of dollars annually for your city.

Hospital One ambulance-or several? Exact information could save a life.

Police A squad car-or half the force? The difference could be critical.

Disaster Units A hurricane can bring scores of calls for help. Telephone reporting helps you decide what's needed where.

Police Department In addition to police emergency calls routed from the fire control switchboard, the police board can receive "call in" reports directly from the policeman on the beat. A special pushbutton in the box enables the officer to call police headquarters without going through fire control center.

Fire Control Center

The call comes in from the street, is immediately registered on a printed ticket or tape, and the dispatcher answers. The dispatcher at the control center switchboard-usually located at municipal fire headquarters-asks the important questions: what and where? Reporting by telephone means that all details of an emergency are known at once, emergency personnel are alerted and informed- at once.

IF FIRE, the dispatcher callsthe company or companies he wants. He gives the alarm message, assigns the necessary equipment, directs them to the exact location of the fire.

IF THE CALL IS A POLICE PROBLEM, it is immediately routed to the police switchboard where another skilled dispatcher summons squad car, ambulance, public utility trouble shooters- or whatever emergency unit is needed.

10 Reasons why your City should have the Emergency Reporting Telephone System

1. SAVES TIME. Because the person reporting the fire or other emergency can give the exact location, the fire control center or police can dispatch equipment directly to the scene of need. Delays-even short ones-can cost lives and property.
2. REDUCES FALSE ALARMS. Because a telephone is used to report emergencies, false alarms are discouraged. In cities where EMERGENCY REPORTING TELEPHONE SYSTEM service has been installed, false alarms have dropped significantly.
3. ELIMINATES MANPOWER AND EQUIPMENT WASTE. Because the caller describes the nature and extent of the trouble, the dispatcher can better decide what and how much equipment should be sent. Avoids dispatching duplicate equipment when a number of people report the same emergency.
4. ASSURES CONTINUING OPERATION. Because circuits are continuously self-tested, audible and visual alarms immediately notify the fire control center of any service interruption. Maintenance personnel of your Telephone Company are quickly dispatched to trace and repair the trouble.
5. IMPROVES ALARM SYSTEM. One central emergency alarm headquarters provides more effective reporting of all emergencies, and more economical use of men and equipment.
6. PROVIDES PRINTED RECORDS. Every emergency call is permanently recorded in automatic equipment that prints the time, date and call box number. In addition, voice recording is available.
7. DOUBLES AS POLICE CALL-IN BOX. Each telephone box can be equipped with an inconspicuously located pushbutton mounted just above the hand set. By pushing this button, then lifting the phone, calls from the policeman on the beat can be routed directly to police headquarters, bypassing fire switchboard entirely.
8. ADAPTS TO CITY'S NEEDS. The flexibility of this Bell System service allows you to spot your telephones where you need them. Reporting stations and dispatching circuits can be re-arranged on short notice to meet the changing demands of today's modern cities.
9. ELIMINATES BIG INVESTMENT AND COSTLY UPKEEP. There is no huge capital investment for your city with the Bell System's EMERGENCY REPORTING TELEPHONE SYSTEM. Regular monthly service charge covers repairs and maintenance.
10. PROVIDES SUPPLEMENTARY SERVICES TAILORED TO YOUR NEEDS. You can supplement the basic service with teletypewriter and special electric circuits to operate loudspeakers, sound alarms, turn on lights, record messages, or perform other useful services.

\* Item 7 -- Not in San Antonio Proposal but can be provided in order.

- - -  
SAN ANTONIO REQUIREMENTS FOR EMERGENCY REPORTING  
 OBJECTIVES OF AN EMERGENCY FIRE REPORT-  
 ING SYSTEM.

The purpose of a Municipal Emergency Alarm System is:

- (1) To provide a simple means for prompt reporting of fire emergency situations by citizens in the shortest time after discovery of a fire.
- (2) To transmit alarms of fire through facilities interconnecting alarm box, alarm headquarters and fire stations simultaneously.
- (3) To alert the Fire Department for prompt response to fires involving: Places of assembly, hospitals, schools, nursing homes, orphanages, other high-life-risk areas, and high value areas of the city.
- (4) To provide means for reporting of fires discovered by passers-by during minimum outside activity hours.
- (5) To provide the added service of receiving reports of accidents and other emergencies, with prompt transferring to right department for immediate action.
- (6) To get the message to the place that will get action-every time it is needed. Less than that is a hazard to life and property.
- (7) To have fully maintained equipment, fully operative at all times.
- (8) To handle emergency calls from street locations now and be adaptable to the future needs of San Antonio. A system that will grow with the city.
- (9) To secure the above services at a cost commensurate with value received.

REQUIREMENTS

MEETING STATE AND NBFU BULLETIN 73 REQUIREMENTS

The type and condition of alarm system installed has a direct bearing on the Fire Insurance rating points allocated by the rating authority. 11% of the total 5,000 permissible points is earned through compliance to these standards. San Antonio must have the system that will result in a favorable key rate for the property owners who pay fire

insurance premiums.

#### SCOPE OF SYSTEM

The number and location of the street alarm boxes shall be specified by the City. The Fire Headquarters control center will be equipped for two operators as required by NBFU Bulletin 73. The capability of receiving all regular telephone fire alarms, street Fire Alarms, accident and other emergency calls at one location is desirable. The necessary facilities must be available for immediate dispatching of an alarm to the fire stations as well as to the police and other departments that respond to a particular alarm. The fire stations need to receive an alerting signal, the street location of the fire and any additional information as to specific location or nature of the fire. The system must be engineered for operational efficiency and centralized control.

#### INSTALLATION

San Antonio needs an emergency reporting system which will provide dependable service with a minimum of maintenance. The quality of materials and workmanship should meet NBFU requirements and all city codes. The capability of receiving and transferring emergency calls is desirable. Connecting cables must permit multiple alarms to be received at the same time. It is desirable to have the system installed and working as soon as possible.

#### OPERATION

San Antonio needs an emergency system which is simple to operate. At the street reporting locations there should be no hesitancy of any person to use the station equipment provided. Preferably no printed instructions necessary. The Fire Headquarters equipment should permit either of the two operators to handle Answering, Dispatching, Recording or Transferring of alarm calls swiftly. Dispatching of alarms to all fire stations, should be instantaneous. The Fire station must receive a positive alerting tone and the location of the fire. To obtain optimum results from an emergency system, complete training of fire department personnel and complete public information will be necessary.

#### MAINTENANCE

The reporting stations, the control center, the wires and cables must be operative at all times. No system is indestructible, however, so--after a tornado, storm, or destruction of any type, it is of vital importance that the maintenance force be large enough and well enough equipped to make necessary repairs promptly. Maintenance people must be qualified, trained, and supervised to be responsible for the system to be installed. An adequate number of trained personnel must be available for call 24 hours a day, seven days a week. Routine station testing must be made and records kept. The cost of maintenance is an important factor in the over-all cost of emergency reporting.

#### ADAPTABILITY

San Antonio needs an emergency reporting system that can be installed in phases. Installing systematic groups of reporting stations where they are needed most will start the program of complete coverage within the operating budget of the city. The over-all plan should provide the flexibility of adding individual reporting stations where they are needed--easily--quickly--and at reasonable cost. Fire fighting techniques have advanced since the horse drawn pumper in 1898. Emergency reporting facilities have also advanced. Technical innovations of the future may bring new advantages. The Emergency Reporting System must serve the people now and also be adaptable to the modernization research will produce. The system must meet expanding demands of a growing, changing metropolitan city.

#### COST CONSIDERATIONS -

Cost of an Emergency Reporting System is important to the tax payer in relation to the services rendered. A Class A system incorporating the features must be weighed against the dollars required to provide the service. Three methods of financing are to be considered:

Choice:

The City can make a cash purchase. The contract should be specific as to final cost and services included. The City would recruit, train and supervise its own maintenance forces. Replacement parts, tools, and trucks are factors. Bond interest and depreciation reserves would be operating costs. Major storm damage or even technical obsolescence would be operating costs. Major storm damage or even technical obsolescence would require additional capital investment.

Choice:

The lease-purchase method is available. The lease contract should specify what services would be provided in addition to financing the cash purchase plan. Operating costs are the same as for the cash purchase method. The adaptability, and contemplated life of the system are important considerations when the City makes a long term commitment.

Choice:

The rental method is another plan for providing the City an emergency reporting system. All component parts of the communication system, complete with 24 hour maintenance, can be obtained on a monthly basis. A five year agreement on major parts of the system will reduce installation charges. Responsibility for providing these communication services remain with the company providing the service.

Specific quotations with services provided should be considered in relation to meeting the over-all objectives for providing San Antonio a modern Emergency Reporting System.

TO MEET THESE NEEDS, WE PROPOSE. . . . .

BELL SYSTEM PROPOSAL FOR SAN ANTONIO  
CUSTOM ENGINEERED EMERGENCY REPORTING SYSTEM

- - - - MEETING THE SAN ANTONIO OBJECTIVES

The proposed system will provide the following features:

- (1) Lifting an every-day telephone receiver in new red emergency street boxes will bring instant contact with the emergency control center at Fire Headquarters.
- (2) A fire alarm may be received at the control center simultaneously with the receipt of another alarm. The operators will know of alarm signals that appear during the dispatching process. This system provides the facilities to receive and dispatch fire and other emergency calls as fast as the city's two operators can push buttons.
- (3) The dispatcher will retain his present methods of alerting the fire stations: Telephone, Two-Way Radio, and a Code Network. The City staff selected this economical method for providing dispatching and meeting the N.B.F.U. requirements.
- (4) When the emergency box receiver is lifted and the location flashes on the switchboard it is automatically locked in, timed and recorded by teletype. Should more than one signal come in simultaneously each is handled in the same manner.
- (5) Automobile accidents, broken water mains, high tension wires down, and other emergencies occur on San Antonio streets. These non-fire reports are flashed to the switchboard. The attendant listens to the caller and connects him directly to the Police or the Public Service. This transfer takes a few seconds and the responsible department takes over. The advantage of CA 6-1313 appearing on the control center switchboard allows centralised answering of the listed fire reporting number, alarms from reporting boxes, and prompt handling of all emergencies by the two dispatchers on duty.
- (6) This system, custom engineered for San Antonio, will be built to give dependable service, and installed by San Antonio telephone technicians. The connecting cables are maintained under constant air pressure to insure the highest reliability of service. When the telephone is lifted the ringing signal and the attendants voice will assure the person at the scene that his report will bring immediate action.
- (7) The telephone Company has a trained and supervised force of maintenance men committed to keeping the Emergency Reporting System operating 24 hours a day. Required routines and preventative maintenance are standard service features. In event of a tornado or other destructive force, men and materials can be marshalled from other areas, if needed, to return the system to normal operation. The Telephone Company is fully responsible for costs in maintaining its communications services.
- (8) The Telephone System will be installed to provide complete emergency reporting at the street locations selected. The master network of connecting cables is already in place. Technical improvements can be built into the San Antonio System as Bell Lab's make them available. Your telephone Emergency Reporting System can be expanded to meet San Antonio's growth without additional capital investment.
- (9) The value of this system, to the people of San Antonio, in protection of life and property makes it a desirable and reasonable service. Many other progressive cities have made the positive decision that Bell Telephone Emergency Reporting Systems provide the protection they need, at a cost commensurate with the value received.

- - - - MEETING STATE AND NBFU REQUIREMENTS

The Telephone Company's Emergency Reporting System was developed at the request of a number of U. S. cities. They asked for an improved and functional communications system for reporting fires and other emergencies. The N.B.F.U. Bulletin 73 has added new sections recognizing the value of the telephone in fire reporting.

State officials have given approval to proposed telephone emergency reporting systems for Austin and San Antonio. This Bell System engineered equipment will provide Class A protection to our Metropolitan City.

SCOPE OF SYSTEM

A total of 193 strategic locations for Phase I have been selected for alarm boxes by Fire Chief Milton Rogers. These alarm telephones will have direct access to the switchboard and teletypewriter time-recorder. No party lines, no waiting. These reporting stations will use voice circuits in the same reliable cables you now use for local and long distance calls.

Present city plans envision Phase II, III, IV and V for future growth. This system will accommodate these additions.

The thousands of fires reported from home and business telephones will be answered at the same switchboard which receives fire alarms from the street locations. In addition to the fire reporting and dispatching facilities, the city communications control center will also have timing and teletype recorder-a signal network to all fire stations for alerting and dispatching, as well as direct voice circuits to the Police PBX, Public Service, Civil Defense, Fire Chief, Fire Control, City Hall, and the Water Board. The complete control center will have a two position, desk type, switchboard, which can be operated by one or two operators as specified in N.B.F.U. Bulletin 73.

A recorder-connector will be provided to facilitate voice recording (by City owned equipment) of incoming alarms from street telephones. In addition to providing a permanent record of actual conversations, the recording will be beneficial in controlling malicious false alarms.

INSTALLATION

With a contract for the Bell System emergency reporting system installation can begin immediately. The City is relieved of this responsibility. We have the know-how, the materials, the tools and the people to build this system to meet all requirements.

We can complete this installation in approximately 6 months.'

MAINTENANCE

Pulling the lever or lifting the receiver to report an emergency and having nothing happen is worse than having no system at all. To reduce such occurrences to an absolute minimum we provide 24 hour maintenance. Each telephone alarm box will be inspected and cleaned as specified in N.B.F.U. Bulletin 73. Continuous air pressure in our cables greatly reduces the possibility of wet cables. Automatic trouble indicators alert our repair forces before service is interrupted. Test centers are located throughout the City and our outlying telephone offices are equipped with the latest electronic testing devices manned by Telephone specialists in locating and preventing trouble. Each repairman in San Antonio has an average of 18 years experience in maintaining voice communications.

Destructive storms that disrupt aerial cables and fill underground cable ducts with water could put any system out of order. We have trained maintenance forces and equipment available from other cities to restore service in San Antonio if such a situation should arise. The central control switchboard is a complex network of circuitry, electrical relays, generators, amplifiers, time recording and teletype machines. Our telephone people have the knowledge, skill, experience and desire to keep this system operating 24 hours a day, 7 days a week.

ADAPTABILITY -

The central switchboard, and associated equipment, has the capacity to connect all the telephones in the five phase plan, plus a thousand more. After the system is working, any station may be added or moved at minimal charges.

Emergency reporting telephone stations destroyed by vandalism or accidental cause, will be replaced without cost to the City.

The research facilities of the Bell System are continually striving to do the job better and more economically. With a telephone emergency reporting system serving San Antonio, these new techniques can be incorporated as they are released without major capital expense by the City.

The only long term liability involved is an agreement in lieu of major installation charges. (Your agreement to keep the switchboard and special equipment of 414 W. Nueva for 5 Years.)

This telephone plan is tailormade for San Antonio.

- - - - -

SAN ANTONIO'S FIRE BOXES . . . . . ADEQUATE IN 1898.

After 64 years existence                      50% Reliable-----20% Adequate\*

1964 -----No longer in operation

(City Planning Commission Report, Sept. 1961)

- - - - -

Today's most modern emergency Reporting System is designed to incorporate tomorrow's technical innovations without capital investment.

- - - - -

ADVANTAGES OF THE TELEPHONE COMPANY  
EMERGENCY REPORTING SYSTEM

ADVANTAGES OF THE TELEPHONE COMPANY EMERGENCY REPORTING SYSTEM

Fighting fires for Metropolitan San Antonio is a big job. Why burden the City with additional responsibility of maintaining an extensive communications systems? Providing professional communications is the Telephone Company's primary business.

The Telephone Emergency Reporting plan is the ideal way to insure protection for the people of our City. No capital investment is required. No ten, twenty or thirty years tied to a 1964 system. This system has the adaptability and reserve to keep pace with San Antonio's progress and growth.

People are using the telephone more and more to report fires. This Emergency Reporting System puts the familiar telephone on the street for fast on-the-scene/reporting of fires and other emergencies.

All fire and other emergency alarms are answered, recorded, dispatched or handled from a two position switchboard, an efficient, organized central control location.

This system makes savings possible in every-day operation of the Fire Department:

1. False alarms cost money---

San Antonio (10) Months) 1962 fire alarms:\*

Fire Alarm Box \_\_\_\_\_ Alarms received 38--False Alarms 34  
89% False Alarms

Telephone \_\_\_\_\_ Alarms Received 7,140---False Alarms 260 3.5% False Alarms

\*Fire Department records associated with San Antonio Fire Department activities report October 1962.

2. A few words from the reporting street telephone can give the extent and exact location of the fire. Experience will dictate the number and the types of fire units dispatched.

What is the cost:

Of dispatching a unit to a fire alarm and having to check a several block radius to locate the fire?

Of sending a hook and ladder unit to a trash fire?

Of a fire unit arriving at the reporting box and finding that a resuscitator unit would have saved a life.

The Telephone Adds the Words that Make the Difference.

The importance of non-fire emergency calls is increasing. The Telephone system brings alarm box calls to fire headquarters. Fire alarms are dispatched immediately. Emergency calls are transferred direct to the Police PBX or the right department.

Dependability is synonymous with this telephone system. Cables are protected by compressed air. Circuits are under automatic test. Equipment is installed to give trouble-free service.

Telephone maintenance forces are equipped and available to provide 24 hour service, 7 days a week.

The City will be relieved of the responsibility of replacing telephone equipment destroyed by storm, vandalism, or other accidental causes. This responsibility is assumed by the Telephone Company.

The Telephone Company will assist in training and educating the public and attendants in the use of the system.

The Telephone employees in San Antonio have been serving our City well since 1879.

#### MEETING THE CHALLENGE

In Major Communications Emergencies

During the past 14 years, 4 major emergencies have occurred in South Texas-

1. Texas City Disaster--April 1947
2. Southeast Texas ice storm--February, 1951
3. Waco tornado--May, 1953
4. Hurricane Carla--September, 1961

Southwestern Bell had the people and the material on hand or they called in an army of reserves to meet the challenge!

1961 - - HURRICANE CARLA

Cost of restoring service -- \$6 Million

Convoys of equipment and 872 people were rushed from Oklahoma, Kansas and Missouri

THE TELEPHONE COMPANY HAS THE WILL AND THE WAY TO SERVE

#### COST

The Telephone Company will install and maintain the 193 station emergency reporting system for \$2,797.75 a month. One time installation charge will be \$10,957.50 which includes pedestals, street work and associated lateral conduit costs in Phase I.\* A five year termination agreement applies in lieu of installation charges on major components of the system, to be reduced 1/60 for each month in service.

Charges for Phases II-III-IV and V depend on the number of alerting telephones and the locations selected.

The taxpayers' dollars will be buying good dependable protection.

\*Other expense to be incurred by the city:

- The City's one time charge for purchasing 2 voice recorders for City use.
- The one time charge for renovating and supplementing the City-owned code-alerting and dispatching units.

--A reasonable maintenance cost on City-owned equipment.

#### QUESTIONS DEVELOPED DURING THE STUDY

QUESTION

What equipment does the Telephone Company proposal include?

ANSWER

All equipment and services directly concerned with communications. This includes street alarm boxes with telephone instruments; all connecting telephone cable--pole clearance--conduit duct space; two-position modern switchboard--3 listed fire reporting lines termination, 4 direct connecting lines to the Police PBX, lines to City Hall, Civil Defense, Public Service, Water Board and telephone connections for the Fire Chief, Fire Control Chief and Fire Fighting Division; signal circuit network to all fire stations; teletype automatic coding and testing device.

QUESTION

What will the city provide?

ANSWER

Two voice recorders, telegraph key and associated code recorders at the fire stations.

QUESTION

What maintenance is included?

ANSWER

Complete maintenance and any required replacement on all communications equipment included in the proposal. This includes 24 hour repair service seven days a week. Boxes will be inspected, cleaned, and tested as required in N.B.F.U. Bulletin 73. If a strike should occur we have enough management people trained to maintain this service.

QUESTION

Will the monthly charges increase through the years?

ANSWER

Only with the consent of the City Council.

QUESTION

Can a single Telephone alarm box be added or moved?

ANSWER

Yes.  
The one-time cost to install or move a reporting station is \$5.00. The monthly rate on unit is \$4.75 plus mileage charges. Street work, pedestals, if required, at actual cost.

QUESTION

Who will pay for boxes damaged in automobile accidents?

ANSWER

With the Telephone System, the reporting boxes will be re-installed without cost to the City.

QUESTION

What priority will be given in restoring service in case of tornado or other disaster?

ANSWER

The Telephone Company has an installation force of 178 men, full equipped and ready to serve. If more are needed they can be called in from other cities.

QUESTION

What loss of City rights to duct space will result if the City contracts for Telephone Emergency Reporting System?

ANSWER

Acceptance of this proposed service has no bearing on previous city ordinances.

#### COAST TO COAST IT'S BELL TELEPHONE EMERGENCY REPORTING

The first telephone emergency reporting system was installed for Miami, Florida, July 27, 1953. Over 100 municipalities has made the big decision to go "Bell Telephone" for on-the-scene emergency reporting.

Some of these progressive cities are:

Willington, Del.  
New Orleans, Louisiana  
Syracuse, New York

Omaha, Nebraska  
Sheboygan, Wisconsin  
Topeka, Kansas

Muskogee, Oklahoma  
Lubbock, Texas  
Jefferson Parish,  
Louisiana

Kingston, Ontario  
Indianapolis, Indiana

Portsmouth, Virginia  
New Haven, Connecticut

Grand Rapids, Michigan  
Springfield, Missouri

Baltimore county, Maryland has installed a 920 box telephone company reporting system. Ultimate of 3,000 street locations.

We Recommend . . . . .

. . . . . That you approve this contract for Southwestern Bell  
Emergency Reporting Service.

SOUTHWESTERN BELL TELEPHONE CO.

AN ORDINANCE 32348

*amended  
ord 33331  
5/27/65* *amended  
ord 36612  
6/22/68*

AUTHORIZING EXECUTION OF A LEASE TO ALCAR AVIATION, INC., OF SPACE AT  
STINSON MUNICIPAL AIRPORT.

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 601) at  
Stinson Municipal Airport to Alcar Aviation, Inc. A copy of said lease is attached hereto  
and incorporated herein.

PASSED AND APPROVED this 28th day of May, 1964

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

SAN ANTONIO AIRPORT LEASE

STATE OF TEXAS  
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas  
Municipal Corporation, acting by and through David A. Harner, its Assistnat City Manager,  
pursuant to Ordinance No. 32348, adopted May 28th, 1964, (hereinafter called "Lessor"),  
and Alcar Aviation, Inc., a private corporation, chartered under the laws of Texas, acting  
by and through its designated officers pursuant to its by-laws or a resolution of its  
board of directors, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Building 659 and Hangar 601
- B. Ground: 21,499 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:	20,800	\$.24	\$4,992.00	\$416.00
	699	\$.48	\$ 335.52	\$ 27.96

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

3. TERM

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

4. USE(s) OF PREMISES

Lessee may use the leased premises for the following purposes and for no  
other: Aviation maintenance, storage and related operations.

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 \$2,700 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. FIRE INSURANCE

Fire and Extended Coverage Insurance on the building leased hereby in the amount of \$69800 (with 80% co-insurance applicable) will be carried by Lessor. Lessee shall reimburse Lessor for the amount of the premium (plus 5%, but not less than \$2.00 per year, to cover Lessor's cost of handling) thereon during the term hereof. Lessor shall bill Lessee therefor upon the commencement hereof and annually thereafter; payment to Lessor shall be made by Lessee within ten (10) days after such billing.

In the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option. If the option is 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 lease premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

#### 8. Field Use Charges

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

#### 9. PAYMENT FOR FUEL

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

#### 10. STANDARD PROVISIONS AND COVENANTS

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

EXECUTED this 28th day of May, 1964.

ATTEST: J. H. Inselmann  
City Clerk

ATTEST: Myriam G. Sprinkle  
Secretary

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner  
Assistant City Manager

ALCAR AVIATION INC., Lessee

BY: Al Hundere  
President

2905 Bandera Road  
San Antonio, Texas

LEASE NO.

#### EXHIBIT NO. 1.

#### STANDARD PROVISIONS AND COVENANTS STINSON MUNICIPAL AIRPORT LEASES

(Lessee: Alcar 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, 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 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 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 Stinson Municipal Airport in such manner as may be necessary or convenient to the conduct of Lessee's business. Use of such facilities is and shall be subject to regulation by ordinance(s) or rules adopted by the City of San Antonio.

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

### 4. COVENANTS BY LESSEE

#### A. ADDITIONAL CONSTRUCTION:

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

#### B. Maintenance:

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

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

#### C. PAYMENT OF TAXES, ETC.:

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

#### D. Signs:

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

#### E. REGULATIONS:

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

#### F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

#### G. REMOVAL OF TRASH:

Lessee shall provide and use suitable covered metal receptacles for all garbage,

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

H. INDEMNITY:

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

I. Utilities:

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

J. Condition of Premises:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a Sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails 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 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 operations under this lease from operators based at Stinson Municipal 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 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, Stinson Municipal 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 32349

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$368.45 TO SAN ANTONIO SAVINGS ASSOCIATION DUE TO DOUBLEPAYMENT OF TAXES.

\* \* \* \* \*

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

That the Director of Finance is hereby authorized to make the following refund out of Account 1-01 to the following named concern, as indicated:

Amount:	\$368.45
Payable to:	San Antonio Savings Assn. 111 Soledad San Antonio, Texas

Reason:

Refund of doublepayment on Lot:  
E Irr 147' of 1 tr W of S. A. & AP Tr 48  
(0.21ac.), NCB A17, Acct. No. 3-226. The  
taxes for 1963 were previously paid on  
May 5, 1964 and again May 13, 1964;  
therefore constituting a doublepayment.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32350

APPOINTING A MEMBER OF SAN ANTONIO PUBLIC LIBRARY BOARD.

\* \* \* \* \*

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

The Very Rev. Louis J. Blume, S.M., is hereby appointed to the San Antonio  
Public Library Board to replace Mr. Martin Goland for a term expiring July 31, 1965.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

A RESOLUTION

GRANTING A HEARING TO MR. WALTER A. DOROW APPEALING FROM THE  
DECISION OF THE INSPECTOR OF TAXICABS.

\* \* \* \* \*

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

SECTION 1. Pursuant to Section 40-57 of the City Code of the City of San Antonio, Texas,  
a hearing is granted to Mr. Walter A. Dorow from the decision of the Inspector of Taxicabs  
denying Mr. Dorow's application for a taxicab chauffeur's license.

SECTION 2. Said hearing shall be held before the City Council at its regular meeting at  
10:00 A.M., June 11, 1964.

PASSED AND APPROVED this 28th day of May, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32351

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. 2153)

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

Lot 21, NCB 11966

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.