

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 32141

*Amended
Ord # 32142
Dec 10, 1964*

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

* * * * *

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

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

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

"4. The following number and type of connections within Castle Hills will be permitted and no others:

- (a) 535 Residential unit connections and 15 commercial unit connections in Castle Hills to the 15" main and parallel to Jackson-Keller Road with no more than 490 residential and 10 commercial connections to be made in this area during the period of this contract.
- (b) 215 Residential Unit connections and 10 Commercial unit connections in Castle Hills to the existing sanitary Sewer serving the eastern drainage area of Castle Hills with no more than 190 residential and 10 Commercial connections to be made in this area during the period of this contract."

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

JOHN GATTI
MAYOR PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32142

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

* * * * *

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

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. 2072)

The rezoning and reclassification of property listed below as follows:

Lot 3, NCB 13660 and Lot 3, NCB 13661 from "A" Residence District to "D" Apartment District; Lot 4, NCB 13660 from "A" Residence District to "E" Office District; Lots 1, 2 and 5, NCB 13660 and Lot 1, NCB 13661, and Lot 2, NCB 13661 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 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 be public for inspection.

4. PASSED AND APPROVED this 5th day of March, A.D., 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32143

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. 2077)

The rezoning and reclassification of property listed below as follows:

Lot 21, NCB 10758 from "A" Residence District to "F" Local Retail District; and Lot 22, NCB 10758 from "A" Residence District to "JJ" Commercial 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 5th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32144

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. 2089)

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

Lot 1 and the east 12 1/2' of Lot 2, NCB 8935

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 5th day of March, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32145

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO THE HUMBLE OIL AND REFINING COMPANY FOR A TRACT OF LAND IN TRACT A, N.C.B. 3678 FOR AND IN CONSIDERATION OF THE CONVEYANCE TO THE CITY, BY THE HUMBLE OIL AND REFINING COMPANY, BY WARRANTY DEED, OF ANOTHER TRACT OF LAND IN TRACT A, N. C.B. 3678; AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO THE HUMBLE OIL AND REFINING COMPANY TO A PARCEL OF LAND OUT OF LOTS 4 AND 5, N.C.B. 7912, FOR AND IN CONSIDERATION OF THE SUM OF \$1.00 and the FURTHER CONSIDERATION OF THE PAYMENT OF ALL COSTS AND EXPENSES BY THE HUMBLE OIL AND REFINING COMPANY IN CONNECTION WITH ANY RELOCATION OR RECONSTRUCTION OF A SERVICE STATION LOCATED IN TRACT A, N.C.B. 3678.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to execute a Quitclaim Deed to the Humble Oil and Refining Company for a tract of land in Tract A, N.C.B. 3678, for and in consideration of the conveyance to the City, by the Humble Oil and Refining Company, by Warranty Deed, of another tract of land in Tract A, N.C.B. 3678.

SECTION 2. The aforementioned Warranty Deed, executed by the Humble Oil and Refining Company, is hereby accepted.

SECTION 3. The City Manager is hereby authorized to execute a Special Warranty Deed to the Humble Oil and Refining Company to a parcel of land out of Lots 4 and 5, N.C.B. 7912, for and in consideration of the sum of \$1.00 and the further consideration of the payment of all costs and expenses, by the Humble Oil and Refining Company, in connection with any relocation or reconstruction of a service station located in Tract A, N.C.B. 3678.

Copies of all of the aforementioned deeds are attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 5th day of March, 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. 32145, dated the 5th day of March, 1964, duly adopted by the City Council of said City, for and in consideration of the conveyance to the City of San Antonio, by the Humble Oil and Refining Company, a Delaware corporation, hereinafter called "Grantee" by a Warranty Deed, of even date, of a tract of land out of Tract, A, NCB 3678, has BARGAINED, SOLD QUITCLAIMED And RELEASED, 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:

BEGINNING at a point on the northwest line of HARPER PLACE, said point being 3.92 feet northeast of the Southwest corner of TRACT A, NCB 3678, said point being on a 15.00 foot radius curve.

THENCE; in a southeasterly direction, along said 15.00 foot radius curve, a distance of 21.10 feet to the point of tangency of said curve, said point being 12.55 feet, at right angles, southeast of the northwest line of HARPER PLACE.

THENCE; in a northeasterly direction, along a line 12.55 feet southeast of and parallel to the northwest line of HARPER PLACE, A distance of 201.21 feet to the point of curvature of a curve having a radius of 15.00 feet.

THENCE; in a northwesterly direction, along said 15.00 feet radius curve, a distance of 21.10 feet to a point on the northwest line of HARPER PLACE, said point also being on the southeast line of TRACT A, NCB 3678.

THENCE; in a southwesterly direction, along the southeast line of TRACT A and northwest line of HARPER PLACE, A distance of 231.32 feet to the point of beginning, and containing 2,805 square feet of land, more or less.

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

TO HAVE AND TO HOLD the aforescribed premises unto the said Humble Oil and Refining Company, their successors and assigns forever.

For and in consideration of the mutual considerations expressed hereinabove, Grantor hereby releases and relinquishes any express or implied Lien(s) that may be created by the exchange of properties.

WITNESS MY HAND this 5th day of March, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That, the HUMBLE OIL AND REFINING COMPANY, a Delaware Corporation, for and in consideration of the conveyance to said HUMBLE OIL AND REFINING COMPANY, by the City of San Antonio, a municipal corporation, incorporated under the laws of the State of Texas, hereinafter called "GRANTEE" by a Quitclaim Deed of even date, of a tract of land out of Harper, Place street right of way adjacent to Tract A, NCB 3678, has GRANTED, SOLD and Conveyed, and by these presents does GRANT, SELL and CONVEY unto the said "Grantee" all of the following described Tract or parcel of Land situated in Bexar County, Texas, to-wit:

BEGINNING At the northwest corner of TRACT A, NCB 3678, said point being the southeast corner of the intersection of 24th street and W. Commerce Street.

THENCE; in an easterly direction along the south line of W. Commerce Street and north line of TRACT A, a distance of 242.40 feet to a point.

THENCE; in a southwesterly direction, with an interior angle of 30° 46' 07", a distance of 47.18 feet to a point on a 15.00 foot radius curve.

THENCE; in a northwesterly direction, along said 15.00 foot radius curve, a distance of 17.97 feet to the point of tangency of said curve, said point being 14.60 feet south of the south line of W. Commerce Street and north line of TRACT A.

THENCE; in a westerly direction, along a line 14.60 feet south of and parallel to the south line of W. COMMERCE STREET AND north line of TRACT A, a distance of 162.89 feet to the point of curvature of a curve having a radius of 25.00 feet.

THENCE; in a southwesterly direction, along said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being on the west line of said TRACT A and east line of 24th Street.

THENCE; in a northerly direction, along the east line of 24th street and west line of TRACT A, a distance of 39.60 feet to the point of beginning and containing 3,607 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and it does hereby bind itself, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

For and in consideration of the mutual considerations expressed hereinabove, Grantor hereby releases and relinquishes any express or implied Lien(s) that may be created by the exchange of properties.

WINTESS MY HAND this 5th day of March , 1964.

HUMBLE OIL AND REFINING COMPANY

BY: J. W. AUSTIN
Attorney-in-fact

SPECIAL WARRANTY 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. 32145, dated the 5th day of March, 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) receipt of which is hereby acknowledge, and the further consideration of the payment of all cost and expenses involved in the relocation and reconstruction of a service station in Tract A, NCB 3678 (if said facility is continued as a service station) by the Humble Oil and Refining Company, a Delaware Corporation, hereinafter called "Grantee" has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto said "Grantee" all of the following described real tract or parcel of land situated in Bexar County, Texas, to-wit:

A tract or parcel of land out of an original 4 Acre tract of land conveyed to R. A. Haberman by C. A. Mangum, Jr., in Deed dated February 1, 1924, recorded in Volume 756, Page 493, deed Records of Bexar County, in Texas, out of the G. Martinez O. S. 28, Bexar County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a point in the North line of Division Avenue, said point being West 134.15' measured along the North line of Division Avenue from the Southeast corner of the said original Haberman 4 acre tract, a tack in rock curb set, for the southeast corner of the herein described tract;

THENCE; West 87.00' with the North line of Division Avenue to a point in same, an iron pin set for the Southwest corner of the herein described tract;

THENCE, N. 1° 24' E, 564.15" with the West line of the herein described tract to its intersection with the North line of the said Haberman original 4 acre tract, an iron pin set for the Northwest corner of this tract;

THENCE S. 89° 46', 223.80' with the North line of the said Haberman original 4 acre tract, to an iron pin set for its Northeast corner, the Northeast corner of this tract;

THENCE; S. 1° 38' W, 289.89' with the East line of the said Haberman original 4 acre tract, to a point in same, an iron pin set, for an outside Southeast corner of this tract;

THENCE West 135.45' with a line parallel to, and 273.0' from the North line of Division Avenue, to a point in same, an iron pin set, for an inside corner of this tract;

THENCE S. 1° 24' W. 272.92' with an inside East line of this tract, to the place of BEGINNING, containing 2.03 acres of land, more or less, in New City Block 7912, and further conveyed to the City of San Antonio by Deed dated September 7, 1955, recorded in Volume 3757, Page 306, Deed Records of Bexar County, Texas.

With the exception of the following described parcels of land withheld and retained, by the City of San Antonio from the aforescribed tract or parcel of land, to-wit:

First Parcel

Part of the North 289.91 feet (289.80 feet Deed Distance) of Lot 5, New City Block 7912;

BEGINNING, at the existing Northeast corner of the North 289.91 feet (289.80 feet Deed Distance) of Lot 5, New City Block 7912, in the City of San Antonio, said point also being the point of intersection of the South line of New City Block 3736 and the West line of New City Block 8135;

THENCE, in a Southerly direction along the East line of the North 289.91 feet of Lot 5 and the West line of New City Block 8135 and 8136, a distance of 289.91 feet to the existing Southeast Corner of said North 289.91 feet of Lot 5;

THENCE, in a Westerly direction along the division line between the North 289.91 feet of Lot 5 and the South 273.00 feet of Lot 5, a distance of 135.45 feet to the existing Northwest corner of the East 135.45 feet of the North 100 feet of the South 273 feet of Lot 5;

THENCE, in a Northeasterly direction, a distance of 295.80 feet, more or less, across the North 289.91 feet of Lot 5, to a point for a corner on the North line of Lot 5 and the South line of New City Block 3736, said point also being 64.54 feet Easterly from the existing Northwest corner of Lot 5 measured along said North line of Lot 5;

THENCE, in an Easterly direction along the North line of lot 5 and the South line of New City Block 3736, a distance of 84.20 feet to the point or place of BEGINNING.

SECOND PARCEL

Part of the West 14.59 feet of Lot 5 and Part of the East 74.32 feet of Lot 4 (4C), New City Block 7912;

BEGINNING at the existing southwest corner of the East 74.32 feet of Lot 4 (4C), New City Block 7912, in the City of San Antonio, said point also being the point of intersection of the division line between Lot 4C and Lot 4B and the North line of Division Avenue;

THENCE, in a Northerly direction along a bearing of N. 1° 05' 05" E., a distance of 5.00 feet along the division line between Lot 4B and Lot 4C to a point for a corner;

THENCE, in a Northeasterly direction along a bearing of N. 51° 08' 39" E., a distance of 61.34 feet, more or less, across Lot 4C to an angle point in Loc 4C;

THENCE, in a Northeasterly direction along a bearing of N. 11° 21' 00" E, a distance of 234.84 feet, more or less, across Lot 4 (4C) and the West 14.59 feet of lot 5, crossing the division line between lot 4 and Lot 5 at 152.99 feet, more or less, to the existing Northwest corner of the East 135.45 feet of the North 100 feet of the South 273 feet of Lot 5;

THENCE, in a southerly direction along a bearing of S. 1° 05' 05" W., a distance of 273.00 feet along the division line between the East 135.45 feet and the West 14.59 feet of Lot 5, to the existing Southeast corner of the West 14.59 feet of Lot 5;

THENCE, in a Westerly direction along a bearing of S. 89° 30' 06" W., a distance of 88.91 feet along the North line of Division Avenue, crossing the division line between Lot 4 and Lot 5 at 14.59 feet, to the point or place of BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantor, its successors and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through the Grantor, the City of San Antonio.

EXECUTED this 5th day of March, A.D., 1964.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32146

ACCEPTING A PROPOSAL BY SOUTHWEST RESEARCH INSTITUTE FOR A STUDY OF CONVENTION CENTER FACILITIES FOR THE CITY, AND APPROPRIATING THE SUM OF \$17,000.00 OUT OF COMMUNITY AND CONVENTION CENTER BONDS, FUND #489-05, IN PAYMENT FOR SUCH STUDY.

* * * * *

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

SECTION 1. The proposal by Southwest Research Institute for a study of Convention Center facilities for the City is hereby accepted. A copy of said proposal (3-3130) is attached hereto and incorporated herein for all purposes.

SECTION 2. The sum of \$17,000.00 is appropriated out of Community and Convention Center Bonds, Fund #489-05, payable to Southwest Research Institute for such study in the following manner:

- \$3,400.00 30 days after effective date of this ordinance;
- \$3,400.00 60 days thereafter;
- \$3,400.00 90 days thereafter;
- \$3,400.00 120 days thereafter;

and the final payment of \$3,400.00 upon acceptance by the City of the final printed report to be submitted pursuant to the attached proposal.

PASSED AND APPROVED this 5th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

(Ordinance 32147 - see Page 147)

AN ORDINANCE 32148

APPOINTING A MEMBER OF THE SAN ANTONIO PUBLIC LIBRARY BOARD. - - - - -

* * * * *

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

Section 1. Wayland P. Moody, is hereby appointed to the San Antonio Public Library Board to replace Dr. James W. Laurie for a term expiring July 31, 1965.

PASSED AND APPROVED this 5th day of March, 1964.

W. W. McAllister
M A Y O R

Attest: J. H. Inselmann
City Clerk

AN ORDINANCE 32147

CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND EASEMENTS IN URBAN RENEWAL PROJECT I; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO SAID STREETS, ALLEYS AND EASEMENTS TO THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO; RETAINING CERTAIN TEMPORARY EASEMENTS FOR STREETS AND UTILITIES PENDING TEMPORARY EASEMENTS FOR STREETS AND UTILITIES PENDING THE COMPLETION OF THE PROJECT; AND PROVIDING THAT NO BUILDING PERMITS BE ISSUED ON LOTS BELOW THE MINIMUM STANDARDS OF THE BUILDING CODE WITHIN SUCH PROJECT.

* * * * *

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

SECTION 1. The following streets, alleys, and easements located within the area of Urban Renewal Project No. 1 within the City of San Antonio are hereby closed and abandoned as follows:

Buena Vista Street between the Urban Expressway IH 35 East to South Santa Rosa Street;

Dolorosa Street Between South Santa Rosa Street and the San Pedro Creek;

Monterey street between Urban Expressway IH 35 and South Santa Rosa Street;

Nueva Street between South Santa Rosa Street and San Pedro Creek;

Tica Lane Between South Santa Rosa Street and South Laredo Street;

Matamoros Street between Urban Expressway IH 35 and South Santa Rosa Street;

Graham Street between South Laredo Street and San Pedro Creek;

Durango Street between Urban Expressway IH 35 and San Pedro Creek;

San Luis Street between Urban Expressway IH 35 and South Laredo Street;

San Fernando Street Between Urban Expressway IH 35 and South Laredo Street;

La Paloma Alley Between South Laredo Street and property owned by Missouri-Kansas-Texas Railroad;

El Paso Street between Urban Expressway IH 35 and South Laredo Street;

Arsenal Street between South Laredo Street and San Pedro Creek;

South San Saba Street between Buena Vista Street and El Paso Street;

South Concho Street between Buena Vista Street and San Fernando Street;

South Santa Rosa Street between Buena Vista Street and South Laredo Street;

South Laredo Street between Dolorosa Street and El Paso Street;

Zacatecas Alley between Urban Expressway IH 35 and South San Saba Street;

New Mexico Alley Between San Luis Street South to its dead end;

Unnamed alley or street appearing to be an extension of San Fernando Street.

The above described streets and alleys, and all unnamed streets and alleys as shown on map attached hereto as Exhibit A and made a part hereof, are included in the above list.

SECTION 2. The City Manager is hereby authorized to execute a quitclaim deed to the Urban Renewal Agency of the City of San Antonio in connection with portions of those streets closed and abandoned in Paragraph 1 above.

SECTION 3. All streets open for use and existing in Urban Renewal Project I shall remain open on a temporary basis until such time as the redevelopment of the Urban Renewal Project I area is completed and new rights-of-way for streets provided by replatting and construction thereof has been completed according to the standards of the City Code and approved by the Director of Public Works of the City of San Antonio. All utilities now located in easements within the area of Urban Renewal Project I shall be maintained in said easements until such time as the redevelopment of the project has reached at stage when such utilities may be relocated within new easements to be granted by the Urban Renewal Agency as shown on the resubdivision plat for Urban Renewal project I approved by the Planning Commission of the City of San Antonio on the _____ day of _____, 1964. The date for the relocation of the utilities in this project shall be determined by the Director of Public Works.

SECTION 4. The City of San Antonio agrees to operate and maintain all portions of the streets mentioned in Paragraph 1 above until such time as the Director of Traffic and Transportation shall determine that said streets should be closed to all traffic.

PASSED AND APPROVED this 5th day of March, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32148

APPOINTING A MEMBER OF THE SAN ANTONIO PUBLIC LIBRARY BOARD. _____

* * * * *

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

SECTION 1. Wayland P. Moody is hereby appointed to the San Antonio Public Library Board to replace Dr. James W. Laurie for a term expiring July 31, 1965.

PASSED AND APPROVED this 5th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32149

AUTHORIZING THE ASSIGNMENT OF THE CONTRACT ENTERED INTO BY ORDINANCE #31531 WITH H. W. LEWIS EQUIPMENT COMPANY TO ANDERSON MACHINERY COMPANY TO FURNISH THE CITY WITH ALL ITS REQUIREMENTS OF ALLIS-CHALMER MOWER-TRACTOR PARTS AND SERVICE FOR PERIOD ENDING JULY 31, 1964.

* * * * *

WHEREAS, by Ordinance No. 31531, dated June 26, 1963, a contract was entered into with H. W. Lewis Equipment Company to furnish the City with its requirements for Allis-Chalmers mower-tractor parts and service for 1 year commencing August 1, 1963; and,

WHEREAS, the distributorship for the sales and service of Allis-Chalmers products, for the San Antonio area, has been taken over by the Anderson Machinery Company; and,

WHEREAS, the H. W. Lewis Equipment Company and the Anderson Machinery Company have requested that the aforementioned contract with the, H. W. Lewis Equipment Company be assigned to the Anderson Machinery Company for the remaining period of the contract; NOW, therefore,

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

SECTION 1. The Assignment of the contract, entered into by Ordinance No. 31531 with the H. W. Lewis Equipment Company to furnish the City with its requirements for Allis-Chalmers mower-tractor parts and service to the Anderson Machinery Company, under the same terms, conditions and agreements is hereby authorized.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32150

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIAL FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$8,602.06.

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain items of Scotchlite materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio department of Traffic and Transportation, sign and paint shop for a total of \$8,602.06.

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

3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01, Code 3-30.

4. PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32151

AUTHORIZING THE QUITCLAIM OF A TRACT OF SURPLUS PROPERTY BETWEEN NEW CITY BLOCKS A-21 AND 3560 TO THE MOST REVEREND ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO, IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$150.00.

* * * * *

WHEREAS, the Catholic Church owns Tract B in N.C.B. A-21 and Tract A in N.C.B. 3560; and,

WHEREAS, these two tracts are separated by an area which at one time was a creek bed; and,

WHEREAS, the San Antonio River Authority has realigned the creek and the old creek bed is now surplus property, which the Catholic Church desires to purchase in order to join their two tracts of land; NOW, THEREFORE,

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

SECTION 1. The City Manager is hereby authorized to execute a Quitclaim to a surplus tract of land between between N.C.B. A-21 and N.C.B 3560 to the Most Reverend Robert E. Lucey, Archbishop of San Antonio, in consideration of the payment of the sum of \$150.00. Said Quitclaim Deed shall not be delivered until proper replatting has been accepted by the Planning Commission. A copy of said Quitclaim Deed is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
MAYOR

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. #32151, dated the 12th day of March, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of One Hundred Fifty and No/100 (\$150.00) DOLLARS, and other good and valuable consideration to it in hand paid by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, hereinafter called "Grantee", 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:

That portion of an abandoned creek bed located south of Lot 18, in New City Block 3560, and north of New City Block A-21, in San Antonio, Bexar County, Texas, described as follows:

BEGINNING at the southwest corner of Lot 18, New City Block 3560; THENCE South 17° 29' west 22.67 feet to the North line of New City Block A-21; THENCE south 58° 31' east along the north line of New City Block A-21; 51.53 feet to a point; THENCE North 17° 29' east 22.67 feet to the southeast corner of Lot 18, Block 3560; THENCE north 58° 31' west along the south line of Lot 18, Block 3560, 51.53 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 Robert E. Lucey, Archbishop of San Antonio, and his successors in office.

WITNESS MY HAND this 12th day of March, 1964.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

- - -
AN ORDINANCE 32152

ACCEPTING A WARRANTY DEED FROM BEXAR COUNTY, TEXAS FOR TITLE TO A TRACT OF LAND NEEDED TO CORRECT A DRAINAGE PROBLEM ON THE FRONTAGE ROAD OF LOOP 410 AND APPROPRIATING THE SUM OF \$1,600.00 FROM STREET RIGHT OF WAY PURCHASE BONDS, 1957, #479-12 in PAYMENT THEREFORE.

* * * * *

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

SECTION 1. A Warranty Deed from Bexar County, Texas for title to a tract of land containing 0.119 acres of land, more or less, that is needed to correct a drainage problem on the frontage road of Loop 410 is hereby accepted.

SECTION 2. The sum of \$1,600.00 is hereby appropriated from Street Right of way Purchase Bonds, 1957, #479-12, and payment to Bexar County, Texas for the aforementioned tract of land is authorized.

SECTION 3. A copy of said Warranty Deed is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32153

ACCEPTING TWO SUPPLEMENTS TO LEASES WITH THE SOUTHERN PACIFIC RAILROAD COMPANY REGARDING SEWER RELOCATIONS THROUGH RAILROAD PROPERTY IN CONNECTION WITH KELLY ACCESS ROAD PROJECT.

* * * * *

WHEREAS, in order to provide proper clearance for the construction of the Kelly Access Road it is necessary to relocate two sanitary sewers on Southern Pacific Railroad right-of-way, and,

WHEREAS, said railroad has agreed to the aforementioned proposed relocations and have prepared supplements to Leases No. 133143 and No. 60789, NOW, THEREFORE:

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

SECTION 1. The City Manager is hereby authorized to execute the required supplemental agreements to lease No. 130297 and No. 60789, with the Southern Pacific Railroad Co. pertaining to certain sanitary sewer relocations that are necessary in connection with the Kelly access Road Project.

Copies of said Supplemental Agreements are attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

S. P. CO. ORIGINAL

SUPPLEMENT TO LEASE NO. 130297 (T & L 60789)

THIS AGREEMENT, made and entered into by and between SOUTHERN PACIFIC COMPANY, hereinafter styled "Railroad", and the CITY OF SAN ANTONIO, Texas, herein represented by its City Manager, hereinafter styled "City",

W I T N E S S E T H:

RECITALS: Under the terms of an agreement dated August 30, 1956, Railroad granted City the right to construct among others a ten-inch (10") sanitary sewer pipe line to cross Railroad's property and under its Houston-El Paso tracks, at right angles, at Engineer's Station 11356+05.5 at San Antonio, Texas, to which agreement reference is hereby made for all purposes. In connection with construction of Kelly Field Spur Road No. 371, City now desires to relocate said sanitary sewer pipe line, and Railroad being willing, the parties hereto agree as follows:

FIRST: Effective as of the date hereof, said agreement dated August 30, 1956, shall be amended to permit City to relocate and replace ten-inch (10") sanitary sewer line with eight-inch (8") sanitary sewer line to cross Railroad's property and under its Houston-El Paso tracks at an angle of 64 degrees, 38 minutes from the Center line of its eastward main tract at a point opposite Engineer's Station 11356+62 at San Antonio, Texas as indicated by red line on map hereto attached and made a part hereof.

SECOND: (a) City will furnish all labor and materials for and will, at its sole cost and expense, relocate said sanitary sewer pipe line from that location shown by blue hatch lines to that location as shown by solid red line on said map attached.

(b) City hereby agrees to relocate and maintain said sanitary sewer line in such a manner as not to damage Railroad's tracks and appurtenances and will perform all work on Railroad's property at such a time and in such a manner as not to interfere in any whatsoever with Railroad's operations.

THIRD: (a) The engineers, contractors and employees of the City shall respect and maintain all track clearance as required by law or by the Railroad's rules and regulations and city agrees that it will use every means to require its employees, officers, agents and all persons on said premises with its consent expressed or implied to keep away from the locomotives and cars of Railroad operated on its tracts, and to avoid personal injury to or injury resulting in death of any person.

(b) Any contractor performing work for City on property of Railroad will carry Workmen's Compensation Insurance in amount as required by law, and Public Liability and Property Damage Insurance in the amounts as required by the State of Texas in contract for performing the work.

FOURTH: This agreement shall be attached to and considered as a supplement to said lease agreement dated August 30, 1956, it being understood and agreed that the relocated sanitary sewer line shall be installed and used under all the terms and conditions of said lease agreement dated August 30, 1956, not heretofore amended nor specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, on this the 13th day of February, A.D., 1964.

SOUTHERN PACIFIC COMPANY

By: B.M. Stephans,
Assistant General Manager

Approved as to form:

CITY OF SAN ANTONIO
/s/ Gerald C. Henckel, Jr.
Asst. City Manager

ATTEST: James C. Kenny
City Clerk

SUPPLEMENT TO LEASE NO. 133143 (T & L 48808)

THIS AGREEMENT, made and entered into by and between SOUTHERN PACIFIC COMPANY, hereinafter styled "Railroad", and the CITY OF SAN ANTONIO, Texas, herein represented by its City Manager, hereinafter styled "City",

W I T N E S S E T H:

RECITALS: Under the terms of an agreement dated November 8, 1950, Railroad granted City the right to construct an eight-inch (8") sanitary sewer pipe line to cross Railroad's property and under its Houston-El Paso Tracks, at right angles, at Engineer's Station 11360+80 at San Antonio, Texas, to which agreement reference is hereby made for all purposes. In connection with construction of Kelly Field Spur Road No. 371, City now desires to relocate said sanitary sewer pipeline, and railroad being willing, the parties hereto agree as follows:

FIRST: Effective as of the date hereof, said agreement dated November 8, 1950, shall be amended to permit City to relocate sanitary sewer pipe line to cross Railroad's property and under its Houston - El Paso tracts at an angle of 52 degrees, 53 minutes, at Engineer's Station 11360+ 37 at San Antonio, Texas, as indicated by red line on map hereto attached and made a part hereof.

SECOND: (a) City will furnish all labor and materials for and will, at its sole cost and expense, relocate said sanitary sewer pipe line from that location shown by blue hatch lines to that location as shown by solid red line on said map attached.

(b) City hereby agrees to relocate and maintain said sanitary sewer line in such a manner as not to damage Railroad's tracks and appurtenances and will perform all work on Railroad's property at such a time and in such a manner as not to interfere in any way whatsoever with Railroad's operations.

THIRD: (a) The engineers, contractors and employees of the City shall respect and maintain all track clearances as required by law or by the Railroad's rules and regulations and City agrees that it will use every means to require its employees, officers, agents and all persons on said premises with its consent expressed or implied to keep away from the locomotives and cars of Railroad operated on its tracks, and to avoid personal injury to injury resulting in death of any person.

(b) Any contractor performing work for City on property of Railroads will carry Workmen's Compensation Insurance in amount as required by law, and Public liability and Property Damage Insurance in the amounts as required by the State of Texas in contract for performing the work.

FOURTH: This agreement shall be attached to and considered as a supplement to said lease agreement dated November 8, 1950, it being understood and agreed that the relocated sanitary sewer line shall be installed and used under all the terms and conditions of said lease agreement dated November 8, 1950, not heretofore amended nor specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, on this the 23rd day of March, A.D. 1964.

SOUTHERN PACIFIC COMPANY

Approved as to Form:

by: B. M. Stephans
Assistant General Manager

CITY OF SAN ANTONIO

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

attest: J. H. Inselmann
City Clerk

AN ORDINANCE 32154

APPROPRIATING THE SUM OF \$8,286.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, and ACCEPTING ONE DEDICATION FOR N. E. INDUSTRIAL SITE SANITARY SEWER PROJECT.

* * * * *

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

SECTION 1. The sum of \$8,286.00 is hereby appropriated out of Highway 90 West Expressway bonds, 1961, #479-16 FOR ACQUISITION of right of way as follows:

a. \$5,545.00 payable to Stewart Title Company as escrow agent for Jose Snid and Alberta Z. Snid, also known as Joe Sneed and Alberta Z. Sneed for title to 0.2650 of an acre of land, more or less, same being the East 199' of North 58' of Lot 10, Block 8, New City Block 8084, being Parcel 404-4704.

b. \$1,141.00 payable to Stewart Title Company as escrow agent for Adolph Garza Sepulveda, et al for title to 0.0116 of an acre of land, more or less, in New City Block 8075, being Parcel 610-4910.

c. \$900.00 payable to Stewart Title Company as escrow agent for Manuel A. Lopez and Esther M. Lopez for title to 0.0566 of an acre of land, more or less, in New City Block 8075, being Parcel 611A-4911A.

d. \$700.00 payable to Stewart Title Company as escrow agent for Charlie F. Schweers and Viola A. Schweers for title to Lot 4, Block 1, New City Block 11319, being Parcel 662-4962.

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

SECTION 2. An easement Dedication of a 10.00 foot sanitary Sewer easement out of Tract 4, NCB 12,192 and a 10.00 foot sanitary sewer easement out of Tract 3, NCB. 12,192 granted by Quincey Lee is hereby accepted. Parcels E-577 & E-578. A copy of said Easement dedication is filed herewith and incorporated herein by reference.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Parcel : #E-577 & E-578

Project: N. E. Industrial
Site Sanitary Sewer

EASEMENT - Dedication
(Permanent & Temporary) -

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

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

PARCEL: E-577

A 10.00 foot Sanitary Sewer Easement out of Tract 4, New City Block 12192, San Antonio, Bexar County, Texas, and being more particularly described as follows; to-wit:

BEGINNING at a point on the east line of Loop 410, said point being on the north line of Tract 4, N. C.B. 12192.

THENCE; S 89° 20' 23" E, along the north line of Tract 4, a distance of 10.00 feet, for the northeast corner of this easement.

THENCE; S 00° 04' 16" E, Along a line 10.00 feet east of and parallel to the east line of Loop 410, a distance of 1772.65 feet to a point on the south line of said Tract 4, for the southeast corner of this easement.

THENCE; N 80° 54' 45" W, along the south line of said Tract 4, a distance of 10.00 feet to to a point on the east line of Loop 410, for the southwest corner of this easement.

THENCE; N 00° 04' 16" W, along the east line of Loop 410, a distance of 1772.75 feet to the point of beginning.

PARCEL: E-578

A 10.00 foot Sanitary Sewer Easement out of Tract 3, New City Block 12192, San Antonio, Bexar County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a point on the east line of Loop 410, said point being on the South line of Tract 3, NCB 12192.

THENCE; N 09° 04' 16" W, along the east line of Loop 410, a distance of 1262.64 feet to a point on the south line of the Great South Texas Industrial Park Subdivision, Unit 2, for the northwest corner of this easement, said point being S 00° 04' 16" E, 243.08 feet from the northwest corner of Tract 3.

THENCE; S 89° 58' 31" E, along the south line of the Great South Texas Industrial Park Subdivision, Unit 2, a distance of 10.00 feet to a point, for the northeast corner of this easement.

THENCE; S 00° 04' 16" E, along a line 10.00 feet east of and parallel to the east line of loop 410, a distance of 1262.75 feet to a point on the south line of said Tract 3, for the southeast corner of this easement.

THENCE; N 89° 20' 23" W, along the south line of Tract, 3, a distance of 10.00 feet to the point of beginning.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right of way the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

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

PARCEL: E-577

A 25.00 foot Temporary Construction Easement out of Tract 4, New City Block 12192, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING at a point on the north line of Tract 4, said point being S 89° 20' 23" E, a distance of 10.00 feet from the east line of Loop 410.

THENCE; S 89° 20' 23" E, along the north line of said Tract 4, a distance of 25.00 feet to a point, for the northeast corner of this easement.

THENCE; S 00° 04' 16" E, along a line 35.00 feet east of and parallel to the east line of Loop 410, a distance of 1772.40 feet to a point on the south line of said tract 4, for the southeast corner of this easement.

THENCE; N 89° 54' 45" W, along the south line of said Tract 4, a distance of 25.00 feet to a point, for the southwest corner of this easement.

THENCE; N 00° 04' 16" W, along a line 10.00 feet east of and parallel to the east line of Loop 410, a distance of 1772.65 feet to the point of beginning, and

PARCEL: E-578

A 25.00 foot Temporary Construction Easement out of Tract 3, New City Block 12192, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING At a point on the south line of Tract 4, N.C.B. 12192, said point being S 89° 20' 23" E, 10.00 feet east of the east line of Loop 410.

THENCE; N 00° 04' 13" W, along a line 10.00 feet east of and parallel to the east line of Loop 410, a distance of 1262.75 feet to a point on the south line of the Great South Texas Industrial Park Subdivision, Unit 2, for the northwest corner of this easement.

THENCE; S 89° 58' 31" E, along the south line of the Great South Texas Industrial Park Subdivision, Unit 2, a distance of 25.00 feet to a point, for the northeast corner of this easement.

THENCE; S 00° 04' 16" E, along a line 35.00 feet east of and parallel to the east line of Loop 410, a distance of 1263.03 feet to a point on the south line of said Tract 3.

THENCE; N 89° 20' 23" W, along the south line of said Tract 3, a distance of 25.00 feet to the point of beginning,

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

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

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

WITNESS my hand this 19th day of February, A.D. 1964.

/s/ Quincey Lee

AN ORDINANCE 32155

AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE BEXAR COUNTY AND THE CITY FOR ACQUISITION OF CERTAIN PROPERTY AS RIGHT OF WAY FOR U. S. HIGHWAY 90 WEST.

* * * * *

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

1. The City Manager is authorized to execute a contract on behalf of the City providing for acquisition by Bexar County of Certain property in the name of VAN DE WALLE & SONS, a partnership composed of HENRY, ALFRONS, CYRIL and JOSEPH VAN DE WALLE, required as right of way for U. S. Highway 90 WEST.
2. A copy of said contract is attached hereto and incorporated herein for all purposes.
3. PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

State Parcel # 19A-Part #2
U.S. 90 West
City Parcel #688-4988

CONTRACT

THE STATE OF TEXAS

COUNTY OF BEXAR

WHEREAS, BEXAR COUNTY, TEXAS, a municipal corporation, hereinafter called County, is acquiring title to property for U. S. Highway 90 West, from the City Limits of the City of San Antonio, Texas, to the boundary line of Bexar County, for the purpose of widening, straightening and otherwise improving the said U. S. Highway 90 West; and,

WHEREAS, title to such properties acquired by said COUNTY FOR SUCH purpose is conveyed by the various landowners to the STATE OF TEXAS, under and by virtue of an agreement existing by and between the Commissioners Court of said County and the State Highway Commission of the State of Texas; and,

WHEREAS, said agreement in substance provides that the State of Texas, acting through said Highway Department and Comptroller of Public Accounts, will reimburse and pay to COUNTY one-half or 50% of the appraised value of acquired property designated by said State Highway Department of the State of Texas as being necessary for said improvement of U. S. Highway 90 West, or fifty per cent (50%) of the net cost, as provided by Article 6673c-1 R.C.S.; and,

WHEREAS, the City of San Antonio entered into a Contractual Agreement for R/w Procurement on January 13, 1961, with the State of Texas for U. S. Highway 90 West within the City pursuant to Ordinance 29204 passed and approved January 12, 1961, and same contains provisions similar to those in the aforementioned agreement between Bexar County and the State of Texas;

WHEREAS, it is necessary to acquire certain property for such improvement of said highway belonging to VAN DE WALLE & SONS, partnership composed of HENRY, ALFRONS, CYRIL and JOSEPH VAN DE WALLE, part of which property lies within the territorial limits of the City of San Antonio; and partly without the territorial limits of the City of San Antonio, and it is expedient that all of such property be acquired at the same time by Bexar County, partly on its own account and partly for the City of San Antonio, and that conveyances of all said property be made to the State of Texas in one instrument, or that the same be condemned in one proceeding; and,

WHEREAS, it is the desire of the City of San Antonio that Bexar County be reimbursed for the sum required to be paid VAN DE WALLE & SONS for the portions of the VAN DE WALLE & SONS for the portions of the VAN DE WALLE & SONS property lying within the territorial limits of said City of San Antonio, and either conveyed by said owner to the State of Texas as the result of negotiation or acquired by the State in Condemnation proceedings.

NOW, THEREFORE, the CITY OF SAN ANTONIO, a municipality, hereinafter called CITY, acting herein by and through its City Manager, thereunto duly authorized by Ordinance No. 32155, of said City of San Antonio, dated the 12th day of March, 1964, does authorize and direct tract of land belonging to VAN DE WALLE & SONS, lying within the territorial limits of the City of San Antonio, to-wit:

Parcel 19A-Part #2:

3.142 acres of land, more or less, in New City Block 11379, in the City of San Antonio, same being out of and a part of that certain 108.646 acre tract of land out of the Rafael Herrera Survey No. 1/74, Abstract No. 311, County Block 4305, and being a part of Tract 1 of the Subdivision of the John W. Mackey Ranch, a plat of which is of record in Volume 105 at Page 30 of the Deed and Plat Records of Bexar County, Texas, said 108.646 acres being a part of that certain 187.141 acre tract which was conveyed to Henry, Alfons, Cyril and Joseph Van De Walle by Deed dated March 27, 1952 of record in Volume 3157 at Page 558 of the Deed Records of Bexar County, Texas, which 3.142 acres of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the north right of way line of the proposed location of U. S. Highway 90 with the west line of New City Block 11379 and a west line of the City limits of San Antonio, said point being South 00° 14' 10" West, a distance of 150.25 feet along said City limit line from its intersection with the south line of Castroville Road;

THENCE, along said proposed north right of way line of U. S. Highway 90 as follows:

SOUTH 87° 58' 25" East, a distance of 212.15 feet to an angle point, said point being left 160.00 feet from and radial to the centerline of said highway at Survey Station 371/00.00; and

SOUTH 86° 33' 00" East, a distance of 168.24 feet to a point for the corner on the existing east line of said Henry Van DeWalle, et al property and the west line of Acme Road, said point being southerly 210.00 feet along said line from the point of intersection of said west line of Acme Road extended, with the south line of the Castroville Road extended;

THENCE, SOUTH 00° 14' 10" West, a distance of 383.76 feet along the existing east line of said Henry Van DeWalle, et al property and the west line of Acme Road, crossing the centerline of said Highway at 159.33 feet at Survey Station 372/75.526, to a point for a corner on a proposed southwest right of way line of said highway;

THENCE, NORTH 42° 45' 35" West, a distance of 29.26 feet along said proposed southwest right of way line to a point for a corner;

THENCE, NORTH 85° 45' 20" West, a distance of 360.95 feet along the south right of way line of the proposed location of U. S. Highway 90 to a point for a corner on the west line of New City Block 11379 and a west line of the City limits of San Antonio;

THENCE, NORTH 60° 14' 10" East a distance of 353.19 feet along said west line, crossing the centerline of said Highway at 194.89 feet at Survey Station 368/95.134, to the point of BEGINNING.

Said CITY does agree and bind itself to repay to said COUNTY fifty per cent (50%) of the cost of acquiring that portion of the VAN DEWALLE & SONS property above described, whether acquired by purchase or condemnation, pro rata in the proportions which the area of the property described bears to the total area acquired by the COUNTY, and agrees that should the proportionate cost of acquiring such property be in excess of the proportionate appraised value fixed by the State Highway Department, or proportionate cost as provided by article 6673e-1 R.C.S., to reimburse said COUNTY for the City's pro rata share of all excess cost over such appraised value or cost, including, but not limited to, appraisal fees, witness fees and all other expenses which are customary and necessary in a condemnation suit, such sum less the amount to be paid by the State of Texas, to be paid on hereinafter provided.

Said CITY does also hereby transfer and assign any and all claims and sums of money which it might receive by contribution from the said State of Texas under the provisions of Article 6673c-1, R.C.S., and being specifically the fifty per cent (50%) contribution which would be made to the CITY by the State Highway Department and Comptroller of Public Accounts, had the CITY PURCHASED or condemned the land hereinabove described, and does authorize the proper authorities of COUNTY to demand, receive and receipt for such contribution.

IT IS FURTHER AGREED that upon receipt of proper billing and documentary evidence of payment by County, reimbursement will be made to the COUNTY by the CITY of the sums referred to within ninety (90) days after the amount of the award of the commissioners of condemnation has been deposited in court.

EXECUTED in duplicate originals this 12th day of March, 1964.

COMMISSIONERS COURT OF BEXAR
COUNTY, TEXAS,
BY:

/s/ Albert A. Pena
County Commissioner, Precinct 1

/s/ O. E. Wurzbach
County Commissioner, Precinct 2

County Commissioner, Precinct 3

/s/ A. J. Ploch
County Commissioner, Precinct 4

CITY OF SAN ANTONIO, BY:

B. J. Shelley
City Manager

/s/ Charles W. Anderson
County Judge, Bexar County

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING BEFORE THE CITY COUNCIL TO DETERMINE WHETHER THE CONDITIONS OF THE PREMISES LOCATED AT 1031 SHADWELL DRIVE AND 1235 ALEXANDER HAMILTON DRIVE, SAN ANTONIO, TEXAS CONSTITUTE NUISANCES TO BE ORDERED ABATED, AND SETTING MARCH 19, 1964 AS THE DATE FOR SUCH HEARING.

* * * * *

WHEREAS, the premises located at 1031 Shadwell Drive, San Antonio, Texas is apparently under the control of Mrs. Gloria Archer Price, 330 Fairview, San Antonio, Texas, and the premises located at 1235 Alexander Hamilton Drive, San Antonio, Texas is apparently under the control of Mr. William A. Archer, 610 N. St. Marys, San Antonio, Texas; and,

WHEREAS, the Department of Housing & Inspections of the City of San Antonio has delivered various notices to the said Mrs. Gloria Archer Price and Mr. William A. Archer of the condition of the premises at said locations constituting violations of the City Code and directing the corrections of such conditions, and it is now deemed necessary that the conditions be corrected or the nuisances be abated; NOW, THEREFORE:

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

SECTION 1. A hearing shall be held at 8:30 o'clock A.M., at the regularly scheduled meeting of the City Council to be held on March 19, 1964 in the Council Chamber at City Hall, to determine whether the conditions of the premises located at 1031 Shadwell Drive and 1235 Alexander Hamilton Drive, San Antonio, Texas, constitute public nuisances and should be ordered by the City Council to be abated.

SECTION 2. The City Manager is hereby directed to send a copy of this Resolution by certified or registered mail to the owners and lienholders of record of the properties located at 1031 Shadwell drive and 1235 Alexander Hamilton Drive, San Antonio, Texas.

PASSED AND APPROVED this 12th day of March 1964.

W.W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

'AN ORDINANCE 32156'

DETERMINING THAT THE CONDITION OF THE PREMISES AT 708 E. MULBERRY,; 712 E. Mulberry; 2107 MISSION ROAD AND 507 SENISA IN THE CITY OF SAN ANTONIO CONSTITUTES A PUBLIC NUISANCE; AND DIRECTING THAT THE CITY ATTORNEY INSTITUTE PROCEEDINGS TO ABATE SAME.

* * * * *

WHEREAS, the condition of each of the premises located at 708 E. Mulberry; 712 E. Mulberry,; 2107 Mission Road and 507 Senisa, San Antonio, Texas is a fire hazard and a hazard to the safety and health of the general public, and

WHEREAS, each of said premises has been inspected and found to be such a hazard by the General Sanitation Division of the Public Health Department and by the Fire Prevention Bureau of the Fire Department of the City of San Antonio, Texas, and it is necessary and desirable to correct said conditions and abate said nuisance, NOW, THEREFORE:

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

SECTION 1. It is hereby found and determined that the condition of each of the premises located at 708 E. Mulberry; 712 E. Mulberry; 2107 Mission Road and 507 Senisa in the City of San Antonio, Texas, constitutes a nuisance within the meaning of Section 3, Paragraph 13 of the City Charter and of Paragraphs 19, 25 and 34, Art. 1175, Revised Civil Statutes of Texas, and that each of said nuisances constitutes a hazard to the public safety and health contrary to the general welfare and should be abated.

SECTION 2. The City Attorney of the City of San Antonio and other city departments concerned therewith are directed to take whatever steps may be necessary, including institution of proceedings in District Court to abate the said nuisance.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32157

DIRECTING THE ABATEMENT OF THE NUISANCE AND FIRE HAZARD AT 821 SOUTH MESQUITE.

* * * * *

WHEREAS, property described as the North 48 Feet of Lot 6, Block 40, New City Block 3056, also known as 821 South Mesquite, in the City of San Antonio, Texas, was bid in by the City of San Antonio and the San Antonio Independent School District on August 1,

1961, at the Sheriff's Sale in the tax suit of City of San Antonio, et al vs. Minnie C. Ackerman, et al, Cause No. C-13008, 37th 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 the North 48 feet of Lot 6, Block 40, New City Block 3056, by demolition and to dispose of the debris in an appropriate manner.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32158

MANIFESTING THE EXTENSION FOR A PERIOD OF TWO YEARS, THE CONTRACT WITH THE CITY OF ALAMO HEIGHTS FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM WITHIN THE CITY OF ALAMO HEIGHTS.

* * * * *

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

SECTION 1. This ordinance makes and manifests the extension of the contract, authorized by Ordinance 30331, with the City of Alamo Heights for the maintenance of the Traffic signal system within the City of Alamo Heights, for an additional two (2) year period beginning May 9, 1964 under the same terms, conditions, and agreements.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32159

APPROVING AND ADOPTING A "PARKS MASTER PLAN" FOR THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, the Planning Commission of the City of San Antonio, at their meeting of January 8, 1964, approved and recommended to the City Council the approval of the proposed "Parks Master Plan"; and,

WHEREAS, The PARKS Board concurs in the aforementioned recommendation; NOW, THEREFORE,

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

SECTION 1. The "Parks Master Plan" recommended by the Planning Commission on January 8, 1964, is hereby approved and adopted and established as the "Parks Master Plan" for the City of San Antonio.

SECTION 2. A copy of said "Parks Master Plan" is filed herewith and made a part hereof.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32160

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 14.186 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 27th day of February, 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 14th day of February, 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 14.186 acres; and

WHEREAS, a petition has been signed by the owner of all of the land in the within described territory, requesting the annexation of such territory by the City of San Antonio, Texas, and such petition has been filed with the City Council; NOW, THEREFORE:

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

SECTION 1. The following described land and territory lying adjacent to and adjoining the City of San Antonio, Texas, is hereby added and annexed to the City of San Antonio, Texas, and said territory as described shall hereafter be included within the boundary limits of the City of San Antonio, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of San Antonio, Texas, to-wit:

BEGINNING at a point on the present City Limits Line, said point being on the southwest line of W. Silver Sands Drive and N 47° 58' 15" W, a distance of 163.56 Ft. from the northwest line of Reverie Lane.

THENCE; ALONG THE present City Limits Line as follows:

S 41° 42' 55" W, a distance of 408.53 Ft. to a point;

N 46° 54' 40" W, a distance of 317.86 Ft. to a point;

N 43° 05' 20" E, a distance of 4.58 Ft. to a point;

N 46° 54' 40" W, a distance of 16.00 ft. to a point;

N 70° 24' 35" W, a distance of 11.49 Ft. to a point;

N 46° 54' 50" W, a distance of 297.78 Ft. to a point;

N 8° 49' 06" W, a distance of 324.08 Ft. to a point;

N 52° 15' 30" W, a distance of 100.73 Ft. to a point;

N 37° 44' 30" E, a distance of 6.01 Ft. to a point;

N 52° 15' 30" W, a distance of 200.00 Ft. to a point;

S 37° 44' 30" W, a distance of 16.00 Ft. to a point;

N 52° 15' 30" W, a distance of 50.00 Ft. to a point on the west line of HARMONY HILLS - UNIT 4-A.

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

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

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

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

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

SECTION 2. The 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 be not passed finally until the expiration of at least 30 days after publication.

PASSED AND APPROVED FOR PUBLICATION this 12th day of March, 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 12th day of March, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32161

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 0.574 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 27th day of February, 1964, which date is not more than twenty nor less than ten days prior to the institution of annexation proceedings; and

WHEREAS, notice 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 14th day of February, 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 lies adjacent to and adjoins the City of San Antonio, Texas, and contains 0.574 acres; and

WHEREAS, a petition has been signed by the owner of all of the land in the within described territory, requesting the annexation of such territory by the City of San Antonio, Texas and such petition has been filed with the City Council; NOW, THEREFORE:

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

SECTION 1. The following described land and territory lying adjacent to and adjoining the City of San Antonio, Texas, is hereby added and annexed to the City of San Antonio, Texas, and said territory as described shall hereafter be included within the boundary limits of the City of San Antonio, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of San Antonio, Texas, to-wit:

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

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

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

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

THENCE; N 78° 51' E, along the north line of Lots 3, 4 and 5, and south line of RIGSBY AVENUE (U.S. Highway 87) and a distance of 122.27 Ft. to the point of beginning, and containing 0.574 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 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32162

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

* * * * *

WHEREAS, the City Manager or his duly authorized representative, the Finance Director, or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW THEREFORE,

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

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

OWNER - Frank W. Legler, 1961 through 1963 inclusive, Lots 1 and 2, Block 54, New City Block 1629, Account Number 27-575.

As a result of an inspection of this property (328 Denver Blvd.) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$11,640.00 to \$9,120.00 because of the deterioration of the improvements. Taxes, penalty, and interest in the amount of \$313.95 are to be collected.

OWNER - Katherin W. Letch, 1953 through 1962 inclusive, Lot 36, Block 1, New City Block 2101, Account Number 33-1924.

As a result of an inspection of this property (309 Micklejohn Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$9,400.00 to \$4,770.00 because of deterioration of the improvements and lack of plumbing. Taxes, penalty, and interest in the amount of \$215.29 are to be collected.

OWNER - Frances Mahavier, 1959 through 1961 inclusive, Lot 12, Block 2, New City Block 7815, Account Number 527-412.

As a result of an inspection of this property (124 Cliff Avenue) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$7,110.00 to \$6,670.00 because of depreciation of the improvements. Taxes, penalty and interest in the amount of \$158.45 are to be collected.

OWNER - Elias Stendig, 1949 through 1961 inclusive, Lots 7, 9, and 11, Block 25, New City Block 366, Account Number 6-2740.

As a result of an inspection of this property (321 West Laurel) by the Assessor-Collector of Taxes, Leonard Baker, Jr., it is recommended that the assessed valuation for the years involved be reduced from \$111,900.00 to \$85,020.00 because of deterioration and obsolescence of the improvements. Taxes, penalty, and interest in the amount of \$3,994.41 are to be collected.

OWNER - Dorothy Hovel, 1960 through 1962 inclusive, Lot 11, Block 10, New City Block 11515, Account Number 156-335.

As a result of an inspection of this property (3539 West Woodlawn Avenue) by the Chief Appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$7,040.00 to \$5,070.00 because of deterioration of the property. Taxes, penalty, and interest in the amount of \$184.80 are to be collected.

OWNER - Dorothy Hovel, 1960 through 1962 inclusive, Lot 74F (Except .2687 Acre strip), Block C, New City Block 11527, Account Number 156-604-2-1.

As a result of an inspection of this property (vacant lot at Hillcrest near Freeman Drive) by the Chief Appraiser for the City Assessor's Office, it is recommended that the assessed valuation be reduced from \$1,260.00 to \$300.00 because of lack of ingress and egress to the property. A portion of the property was taken for drainage requirements by the City. Taxes, penalty, and interest in the amount of \$20.28 are to be collected.

OWNER - A Katz, 1956 through 1963 inclusive, Lot 29, New City Block 6876, Account Number 75-1313.

As a result of an inspection of this property (323 Obregon Street) by an appraiser of the

City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$4,240.06 to \$1,520.00 because of deterioration of the improvements and partial destruction by valdalism. Taxes penalty, and interest in the amount of \$61.23 are to be collected.

OWNER - The Lifshutz Fund, Incorporated, 1961 through 1963 inclusive, Lot 4, Block 3, New City Block 1302, Account Number 21-1063.

As a result of an inspection of this property (808 Sherman Street) by an appraiser of the City Assessor's Office, it is recommended that the Assessed valuation for the years involved be reduced from \$4,770.00 to \$2,040.00 due to deterioration of the improvements and vandalism. Taxes, penalty and interest in the amount of \$70,22 are to be collected.

PASSED and APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32163

AUTHORIZING THE TRANSFER OF THE SUM OF \$25,000.00 FROM OPERATING CONTINGENCY ACCOUNT 70-01-01 TO NON-DEPARTMENT ACCOUNT 50-21-01 AND AUTHORIZING PAYMENT THEREFROM TO THE SAN ANTONIO AMBULANCE, INC., in ACCORDANCE WITH THE CONTRACT APPROVED BY ORDINANCE 32081.

* * * * *

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

SECTION 1. The transfer of the sum of \$25,000.00 from Operating Contingency Account 70-01-01 to Non Departmental Account 50-21-01 is hereby authorized.

SECTION 2. Payments are authorized from Non Departmental Account 50-21-01 to the San Antonio Ambulance, Inc., in accordance with terms of the contract approved by Ordinance 32081.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32164

AUTHORIZING THE AMERICAN WASTEPAPER COMPANY TO ERECT A 10 FOOT HIGH CONCRETE BLOCK FENCE.

* * * * *

WHEREAS, the American Wastepaper Company of 301 East Cevallos Street has been request- ed by an adjacent property owner to construct a fence along their common property line, and;

WHEREAS, said company has agreed and has requested permission to construct a 10 foot high concrete block fence at 301 East Cevallos Street; and,

WHEREAS, the construction of this fence is recommended and approved by the Fire Marshall; NOW, THEREFORE,

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

SECTION 1. The American Wastepaper Company is hereby authorized to construct a 10 foot high concrete block fence extending approximately 110 feet between the property of the American Wastepaper Company, being Lot 15 and the north portion of Lot 1, and the Trejo property, being Lot 16 and the north portion of Lot 2, all in N.C.B. 2568.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32165

DESIGNATING THE BOUNDARIES OF 92.635 of ACRES LOCATED WITHIN THE PROPOSED URBAN RENEWAL PROJECT V, TEX. R-83 AND CERTAIN AREAS IMMEDIATELY ADJACENT THERE- TO AS NEEDED FOR CONVENTION CENTER AND OTHER MUNICIPAL PURPOSES; REQUESTING THE URBAN RENEWAL AGENCY TO ENLARGE THE AREA PROPOSED FOR SURVEY AND PLANNING FOR PROJECT 5, TEX R-83 AND TO SECURE CONCURRENCE FROM THE HOUSING AND HOME FINANCE AGENCY IN THE EXTENSION OF SAID PROPOSED PROJECT; REQUESTING THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO TO RETAIN SAID 92.635 ACRES 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.

* * * * *

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 within 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 92.635 acres 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 92.635 acres located within the proposed area of Urban Renewal Project V, Tex R-83 and an area immediately adjacent thereto as shown on the attached plat marked Exhibit "A" and incorporated herein for all purposes, and described by field notes attached as Exhibit "B" 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 for the extension of the boundaries for the proposed Urban Renewal Project No. 5, Civic Center, Tex R-83, for survey and planning purposes. The extension is requested to include that area not now included within the proposed Project No. 5 which is needed by the City for public municipal purposes as shown on exhibit "A" hereof.

SECTION 3. The Urban Renewal Agency of the City of San Antonio is hereby requested to reserve said 92.635 acres 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 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 described 92.635 acres by the City is subject to the qualification of the proposed Urban Renewal Project 5, Tex R-83, as an appropriate area for Urban Renewal activities within the provisions of Federal and State Urban Renewal Laws.

PASSED AND APPROVED this 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT "B"

BEGINNING: At the intersection of E. Market and S. Alamo Streets, same point being the most northwest corner of this area;

THENCE: In an easterly direction along E. Market to Water Street;

THENCE: In a northeasterly direction along Water Street to LaFitte Street;

THENCE: In a easterly direction along LaFitte Street to the west right-of-way line of the proposed I.H. 37 expressway;

THENCE: In a southerly direction along the west right-of-way line of I.H. 37 expressway to Goliad Street;

THENCE: In a northwesterly direction along Goliad Street to Santa Clara Street;

THENCE: In a southerly direction along Santa Clara Street to Victoria Street;

THENCE: In a northwesterly direction along Victoria Street to Water Street;

THENCE: In a southerly direction along Water Street to Lavaca Street;

THENCE: In a northwesterly direction along Lavaca Street to S. Alamo Street;

THENCE: In a northerly direction along S. Alamo Street to E. Market Street, same point also being the place of beginning and containing approximately 92.635 acres.

CERTIFICATE FOR BOND ORDINANCE

THE STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO }

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

1. That the attached and following is a true, full, and correct copy of an Ordinance Authorizing the Issuance of Bonds duly passed by the City Council of said City at a Regular Meeting held at the City Hall on the 12th day of March, 1964, which Ordinance has been duly recorded in the minutes of said City Council.

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

Walter W. McAllister: Mayor

Roland C. Bremer
John Gatti
Jack H. Kaufman
Dr. Gerald Parker

George de la Garza:
Mrs. S.E. Cockrell, Jr.:
Roy S. Padilla: Councilmen
Robert C. Jones:

J. H. Inselmann: City Clerk

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

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

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

NOES: None.

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

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

SIGNED AND SEALED this the 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

(SEAL)-----

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

/s/ Sam S. Wolf
City Attorney

ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS 32166

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

WHEREAS, the bonds hereinafter authorized were duly and favorably voted, as required by the Constitution and laws of the State of Texas, at an election held in said City on the 28th day of January, 1964; and

WHEREAS, the bonds hereinafter authorized are to be issued and delivered pursuant to Vernon's Articles 823, 1175, and 6081e, respectively.

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

PERTAINING TO THE GENERAL OBLIGATION BONDS

Section 1. That said City's coupon bonds to be designated the "City of San Antonio General Obligation Bonds, Series 1964," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the principal amount of \$4,250,000 for the purpose of providing \$2,500,000 for improving the streets of said City, \$1,500,000 for constructing drainage improvements in said City, \$175,000, for constructing and permanently equipping fire stations in said City, and acquiring land therefor, and \$75,000 for constructing and permanently equipping public buildings, including appurtenant facilities, to be used as a community and convention center in said City, and acquiring land therefor.

Section 2. That said bonds shall be dated April 1, 1964, shall be numbered consecutively from 1 through 850, shall be in the denomination of \$5,000 each, and shall mature and become due and payable serially on April 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1967	\$235,000	1976	\$240,000
1968	235,000	1977	235,000
1969	235,000	1978	235,000
1970	235,000	1979	235,000
1971	235,000	1980	235,000
1972	235,000	1981	235,000
1973	240,000	1982	235,000
1974	240,000	1983	235,000
1975	240,000	1984	235,000

Section 3. That as to said bonds scheduled to mature on and after April 1, 1980, said City shall have the right and option to redeem such bonds prior to their Scheduled maturities in whole, or in part in inverse numerical order, on April 1, 1979, or on any interest payment date thereafter, for the principal amount thereof plus accrued interest to the date fixed for redemption.

At least thirty days before the date fixed for any such redemption, the City shall cause a written notice of such redemption to be published at least once in a financial publication printed in the City of New York, New York. By the Date fixed for any such redemption, due provision shall be made with the paying agents for the payment of the principal amount of the bonds to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If the written notice of redemption is published, and if due provision for payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of receiving the funds so provided for such payment.

Section 4. That said bonds shall bear interest from their date, until maturity or redemption, at the following rates:

- all bonds scheduled to mature during the years 1967 through 1969
3 1/4% per annum;
- all bonds scheduled to mature during the years 1970 through 1980
3.10% per annum;
- all bonds scheduled to mature during the years 1981 through 1982
3.20% per annum;
- all bonds scheduled to mature during the years 1983 through 1984
3 1/4% per annum;

with said interest to be evidenced by interest coupons payable on October 1, 1964, and semi-annually thereafter on each April 1 and October 1.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each bond, and the form of the interest coupons to be attached to said bonds, shall be, respectively, substantially as follows:

(FORM OF BOND)

NO. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
GENERAL OBLIGATION BOND
SERIES 1964

On April 1, 19____, the City of San Antonio, in the County of Bexar, State of Texas, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____% per annum, evidenced by interest coupons payable October 1, 1964, and semi-annually thereafter on each April 1 and October 1 while this bond is outstanding. The principal of this bond and the interest coupons attached hereto shall be payable to bearer, in lawful money of the United States of America without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the Frost National Bank, San Antonio, Texas, or, at the option of the bearer, at the Chase Manhattan Bank, New York, or Harris Trust and Savings Bank, Chicago, Illinois, which places shall be the paying agents for this Series of Bonds.

This bond is one of a Series of coupon bonds dated April 1, 1964, issued in the principal amount of \$4,250,000 for the purpose of providing \$2,500,000 for improving the streets of said City, \$1,500,000 for constructing drainage improvements in said City, \$175,000 for constructing and permanently equipping fire stations in said City, and acquiring the land therefor, and \$75,000 for constructing and permanently equipping public buildings, including appurtenant facilities, to be used as a community and convention center in said City, and acquiring land therefor.

The bonds of this Series Scheduled to mature on and after April 1, 1980, may be redeemed prior to their scheduled maturities, in whole, or in part in inverse numerical order, at the option of said City, on April 1, 1979, or on any interest payment date thereafter, for the principal amount thereof plus accrued interest to the date fixed for redemption. At least thirty days before the date fixed for any such redemption the City shall cause a written notice of such redemption to be published at least once in a financial publication printed in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agent for the payment of the

principal amount of the bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of receiving the funds so provided for such payment.

It is hereby certified and recited that this bond has been duly and validly voted, authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas; that this bond is a general obligation of said City, issued on the full faith and credit thereof; and that the ad valorem taxes, upon all taxable property in said City, necessary to pay the interest on and principal of this bond, as such interest comes due, and such principal matures, have been pledged irrevocably for such purpose, within the limit prescribed by law.

In witness whereof, this bond has been signed by the imprinted or lithographed facsimile signature of the Mayor of said City and countersigned by the manual signature of the City Clerk of said City, and the official seal of said City has been duly impressed, or printed, or lithographed on this bond, and the interest coupons attached hereto have been signed by the imprinted or lithographed facsimile signature of said Mayor and City Clerk.

City Clerk, City of San Antonio

Mayor, City of San Antonio.

(FORM OF REGISTRATION CERTIFICATE)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas; and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the
State of Texas.

(FORM OF INTEREST COUPON)

NO. _____

\$ _____

On _____, 19____, the City of San Antonio, in the County of Bexar, State of Texas, promises, to pay to bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon is attached, the amount of _____ Dollars in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon at the Frost National Bank, San Antonio, Texas, or, at the option of the bearer, at the Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of City of San Antonio General Obligation Bonds, Series 1964, dated April 1, 1964. Bond No. _____.

City Clerk, City of San Antonio

Mayor, City of San Antonio.

PERTAINING TO THE GENERAL OBLIGATION PARK BONDS.

Section 6. That said City's coupon bonds to be designated the "City of San Antonio General Obligation Park Bonds, Series 1964," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the principal amount of \$750,000 for the purpose of acquiring and improving land for park purposes in said City.

Section 7. That said bonds shall be dated April 1, 1964, shall be numbered consecutively from 1 through 150, shall be in the denomination of \$5,000 each, and shall mature and become due and payable serially on April 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1967	\$45,000	1976	\$40,000
1968	45,000	1977	40,000
1969	45,000	1978	40,000
1970	45,000	1979	40,000
1971	45,000	1980	40,000
1972	45,000	1981	40,000
1973	40,000	1982	40,000
1974	40,000	1983	40,000
1975	40,000	1984	40,000

Section 8. That as to said bonds scheduled to mature on and after April 1, 1980, said City shall have the right and option to redeem such bonds prior to their scheduled maturities, in whole, or in part in inverse numerical order, on April 1, 1979, or on any interest payment date thereafter, for the principal amount thereof plus accrued interest to the date fixed for redemption.

At least thirty days before the date fixed for any such redemption, the City shall cause a written notice of such redemption to be published at least once in a financial publication printed in the City of New York, New York. By the Date fixed for any such redemption, due provision shall be made with the paying agents for the payment of the principal amount of the bonds to be so redeemed, plus accrued interest thereon to the date

fixed for redemption. If the written notice of redemption is published, and if due provision for payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of receiving the funds so provided for such payment.

Section 9. That said bonds shall bear interest from their date, until maturity or redemption, at the following rates:

- all bonds scheduled to mature during the years
1967 through 1969----- 3 1/4% per annum;
- all bonds scheduled to mature during the years
1970 through 1980 ----- 3.10% per annum;
- all bonds scheduled to mature during the years
1981 through 1982 ----- 3.20% per annum;
- all bonds scheduled to mature during the years
1983 through 1984 ----- 3 1/4% per annum;

with said interest to be evidenced by interest coupons payable on October 1, 1964, and semi-annually thereafter on each April 1 and October 1.

Section 10. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each bond, and the form of the interest coupons to be attached to said bonds, shall be, respectively substantially as follows:

(FORM OF BOND)

NO. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
GENERAL OBLIGATION PARK BOND
SERIES 1964

On April 1, 19____, the City of San Antonio, in the County of Bexar, State of Texas, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS -----

and to pay interest thereon, from the date hereof, at the rate of _____% per annum, evidenced by interest coupons payable October 1, 1964, and semi-annually thereafter on each April 1 and October 1 while this bond is outstanding. The principal of this bond and the interest coupons attached hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the Frost National Bank, San Antonio, Texas, or, at the option of the bearer, at the Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, which places shall be the paying agents for this Series of bonds.

This bond is one of a Series of coupon bonds dated April 1, 1964, issued in the principal amount of \$750,000 for the purpose of acquiring the improving land for park purposes in said City.

The bonds of this Series scheduled to mature on and after April 1, 1980, may be redeemed prior to their scheduled maturities, in whole, or in part in inverse numerical order, at the option of said City, on April 1, 1979, or on any interest payment date fixed for redemption. At least thirty days before the date fixed for any such redemption the City shall cause a written notice of such redemption to be published at least once in a financial publication printed in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of the principal amount of the bonds to be redeemed, plus accryed interest thereon to the date fixed for redemption. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of receiving the funds so provided for such payment.

It is hereby certified and recited that this bond has been duly and validly voted, authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas; that this bond is a general obligation of said City, issued on the full faith and credit thereof; and that the ad valorem taxes, upon all taxable property in said City, Necessary to pay the interest on and principal of this bond, as such interest comes, due, and such principal matures, have been pledged irrevocably for such purpose, within the limit prescribed by law.

In witness whereof, this bond has been signed by the imprinted or lithographed facsimile signature of the Mayor of said City and countersigned by the manual signature of the City Clerk of said City, and the official seal of said City has been duly impressed, or printed, or lithographed on this bond, and the interest coupons attached hereto have been signed by the imprinted or lithographed facsimile signatures of said Mayor and City Clerk.

/s/ J. H. Inselmann
City Clerk, City of San Antonio

/s/ W. W. McAllister
Mayor, City of San Antonio

(FORM OF REGISTRATION CERTIFICATE)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas; and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State
of Texas.

(FORM OF INTEREST COUPON)

NO. _____

\$ _____

On _____, 19____, the City of San Antonio, in the County of Bexar, State of Texas, promises to pay to bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon is attached, the amount of _____ Dollars in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon at the Frost National Bank, San Antonio, Texas, or, at the option of the bearer, at the Chase Manhattan Bank, New York, or Harris Trust and Savings Bank, Chicago, Illinois, said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of City of San Antonio General Obligation Park Bonds, Series 1964, dated April 1, 1964, Bond No. _____.

/s/ J. H. Inselmann
City Clerk, City of San Antonio

/s/ W. W. McAllister
Mayor, City of San Antonio.

PERTAINING TO BOTH SERIES OF BONDS

Section 11. That the principal of and interest on said bonds shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of proper bond or interest coupons, at the Frost National Bank, San Antonio, Texas, or, at the option of the bearer, at The Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, which places shall be the paying agents for said bonds.

Section 12. That each of said bonds shall be signed by the imprinted or lithographed facsimile signature of the Mayor of said City and countersigned by the manual signature of the City Clerk of said City, and the official seal of said City shall be impressed, or printed, or lithographed on each of said bonds, and the interest coupons attached to said bonds shall be signed by the imprinted or lithographed facsimile signatures of said Mayor and City Clerk.

SECTION 13. That the following special funds or accounts are hereby created and shall be established and maintained by said City at its official depository bank, to be designated:

"City of San Antonio General Obligation Bonds, Series 1964, interest and Sinking Fund"; and

" City of San Antonio General Obligation Park Bonds, Series 1964, Interest and Sinking Fund."

Said Interest and Sinking Funds, respectively, shall be kept separate and apart from each other and from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of each of said Series of Bonds, respectively. All Taxes levied and collected for and on account of each of said Series of bonds, respectively, shall be deposited, as collected, to the credit of the applicable one of the aforesaid Interest and sinking Funds. During each year while any of said bonds or interest coupons appertaining thereto are outstanding and unpaid, the City Council of said City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on each of said Series of Bonds as such interest comes due, and to provide a sinking fund to pay the principal of each of said Series of bonds as such principal matures, but never less than 2% of the original principal amount of each of said Series of said bonds as a sinking fund each year. Said rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in said City for each year while any of said bonds or interest coupons appertaining thereto are outstanding and unpaid, and said ad valorem tax shall be assessed and collected each year and deposited to the credit of the applicable one of the aforesaid Interest and Sinking Funds. Said ad valorem taxes necessary to pay the interest on and principal of each of said Series of bonds, as such interest comes due, and such principal matures, are hereby pledged irrevocably for such purpose, within the limits prescribed by law.

Section 14. That the Mayor of said City is hereby authorized to have control of said bonds and all necessary records and proceedings pertaining to said bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each bond, and the seal of said Comptroller shall be impressed, or printed, or lithographed on each of said bonds.

Section 15. That the City Council officially finds, determines, and declares that said bonds have been duly advertised for sale as required by the Home Rule Charter of said City; that sealed bids have been received at a public sale of said bonds held on the date of the passage of this Ordinance; that all of said bonds are hereby sold and shall be delivered to Phelps, Fenn & Co., New York, N.Y., Rauscher, Pierce & Co., Inc., San Antonio, Texas, and Associates., being the best bidders at said public sale, for the principal amount of said bonds, and accrued interest thereon to the date of delivery, plus a premium \$800.00.

Section 16. That this Ordinance is hereby passed as an emergency measure, to be effective immediately upon enactment, such emergency being that the proceeds from the bonds herein authorized are required as soon as possible for the preservation of the public peace, property, health, or safety.

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GENERAL CERTIFICATE

THE STATE OF TEXAS
 COUNTY OF BEXAR
 CITY OF SAN ANTONIO

We, the undersigned, hereby officially certify that we are the Mayor and City Clerk, respectively, of the City of San Antonio, Texas, and we further certify as follows:

1. That the City Of San Antonio is a duly incorporated Home Rule City, having more than 5000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home rule Charter of said City, which Charter has not been changed or amended since the passage of the ordinance authorizing the issuance of most recently dated and issued bonds of said City shown on "Exhibit A," which is attached hereto.

2. That no litigation of any nature has ever been filed pertaining to, affecting, or contesting: (a) the election which authorized the proposed City of San Antonio General Obligation Bonds, Series 1964, dated 4/1/64, in the principal amount of \$4,250,000, and the proposed City of San Antonio General Obligation Park Bonds, Series 1964, dated 4/1/64, in the principal amount of \$750,000, (b) the issuance, delivery, payment, security, or validity of said proposed bonds, (c) the title of the present members and officers of the City Council of said City to their respective offices, or (d) the validity of the corporate existence, the current Tax Rolls, or the Charter of said City, and that no litigation is pending pertaining to, affecting, or contesting the boundaries of said City.

3. That attached hereto, and marked "Exhibit A," which shall be a part hereof for all purposes, is a true, full, and correct schedule and statement of the aforesaid proposed bonds, and of the total presently outstanding bonded indebtedness of said City.

4. That the currently effective ad valorem Tax Rolls of said City are those for the year 1963, being the most recently approved tax Rolls of said City; that the City Council of said City has caused the taxable property in said City to be assessed as required by law; that the Board of Equalization of said City has equalized and approved the valuation of taxable property in said City for said year; that the Tax Assessor of said City has duly verified the aforesaid Tax Rolls, and said Board of Equalization has finally approved the same; that the valuation of taxable property in said City for said Year, according to the aforesaid Tax Rolls, as delivered to and filed by the City Clerk of said City, is \$962,482,830.

SIGNED AND SEALED this the 12th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

(SEAL)

"EXHIBIT A"

PROPOSED BONDS

General Obligation Bonds, Series, 1964, dated 4/1/64, to be outstanding in the principal amount of \$4,250,000, bearing interest, and maturing as set forth in the Ordinance authorizing said bonds.

General Obligation Park Bonds, Series 1964, dated 4/1/64, to be outstanding in the principal amount of \$750,000, bearing interest, and maturing as set forth in the Ordinance authorizing said bonds.

OUTSTANDING BONDS

<u>NAME OR DESIGNATION</u>	<u>DATE</u>	<u>INTEREST RATES</u>	<u>ORIGINAL AMOUNT</u>	<u>MATURITIES</u>	<u>AMOUNT OUTSTANDING</u>
Street Opening & Widening	1-1-26	4 1/2%	\$ 400,000	\$ 10,000 1-1-65/66	\$ 20,000
Bridges	1-1-26	4 1/2%	100,000	2,500 1-1-65/66	5,000
Auditorium Building	1-1-26	4 1/2%	200,000	5,000 1-1-65/66	10,000
Street Paving	1-1-26	4 1/2%	250,000	6,000 1-1-65 7,000 1-1-66	13,000
Sewers and Drains	1-1-26	4 1/2%	50,000	1,000 1-1-65 1,500 1-1-66	2,500
City Hall Building	1-1-27	4 1/2%	250,000	6,000 1-1-65/66 7,000 1-1-67	19,000

(con't)						
NAME OR DESIGNATION	DATE	INTEREST RATES	ORIGINAL AMOUNT	MATURITIES		AMOUNT OUTSTANDING
Incinerator	1-1-27	4 1/2%	\$ 150,000	\$ 4,000	1-1-65/67	\$ 12,000
Sewers and Drains	1-1-27	4 1/2%	750,000	19,000	1-1-65/67	57,000
Street Paving	1-1-27	4 1/2%	300,000	8,000	1-1-65	23,000
				7,000	1-1-66	
				8,000	1-1-67	
Bridges	1-1-27	4 1/2%	250,000	6,000	1-1-65/66	19,000
				7,000	1-1-67	
Street Opening & Widening	1-1-27	4 1/2%	900,000	23,000	1-1-65	68,000
				22,000	1-1-66	
				23,000	1-1-67	
Park Improvements	1-1-27	4 1/2%	150,000	4,000	1-1-65/67	12,000
Fire & Police Buildings	1-1-27	4 1/2%	125,000	3,000	1-1-65/66	10,000
				4,000	1-1-67	
Auditorium Building	1-1-27	4 1/2%	75,000	2,000	1-1-65/67	6,000
Flood Prevention	1-1-27	4 1/2%	600,000	15,000	1-1-65/67	45,000
Sewage Disposal and Sanitary Sewers	8-1-28	4 1/4%	1,250,000	32,000	8-1-64	157,000
				31,000	8-1-65/67	
				32,000	8-1-68	
Street Opening & Widening	8-1-28	4 1/4%	600,000	15,000	8-1-64/68	75,000
Street Paving	8-1-28	4 1/4%	750,000	19,000	8-1-64	94,000
				18,000	8-1-65	
				19,000	8-1-66/68	
Flood Prevention & Storm Sewers	8-1-28	4 1/4%	500,000	13,000	8-1-64	63,000
				12,000	8-1-65	
				13,000	8-1-66	
				12,000	8-1-67	
				13,000	8-1-68	
Bridges	8-1-28	4 1/4%	150,000	4,000	8-1-64	19,000
				3,000	8-1-65	
				4,000	8-1-66/68	
Police & Fire Building	8-1-28	4 1/4%	300,000	8,000	8-1-64	38,000
				7,000	8-1-65	
				8,000	8-1-66	
				7,000	8-1-67	
				8,000	8-1-68	
Parks Improvements	8-1-28	4 1/4%	400,000	10,000	8-1-64/68	50,000
Library Building	8-1-28	4 1/4%	500,000	13,000	8-1-64	63,000
				12,000	8-1-65	
				13,000	8-1-66	
				12,000	8-1-67	
				13,000	8-1-68	
Exposition Park	8-1-28	4 1/4%	250,000	7,000	8-1-64	32,000
				6,000	8-1-65/67	
				7,000	8-1-68	
Governor's Palace	8-1-28	4 1/4%	55,000	2,000	8-1-64	8,000
				1,000	8-1-65	
				2,000	8-1-66	
				1,000	8-1-67	
				2,000	8-1-68	
Interregional Highway	11-1-46	2%	1,750,000	88,000	11-1-64/66	264,000
Airport Adm. Building	11-1-46	2%	1,500,000	75,000	11-1-64/66	225,000
Streets and Bridges	11-1-46	2%	2,000,000	100,000	11-1-64/66	300,000
Garbage Disposal Plant	11-1-46	2%	300,000	15,000	11-1-64/66	45,000
Fire Station	11-1-46	2%	150,000	7,000	11-1-64/66	21,000
Sanitary Sewer Plant	3-1-48	2 3/4%	6,000,000	300,000	3-1-65/68	1,200,000
State or State Aid Hwys. & Street & Bridge	3-1-50	1 3/4%	3,850,000	178,000	3-1-65	1,023,000
				138,000	3-1-66	
				148,000	3-1-67	
				173,000	3-1-68	
				193,000	3-1-69/70	
W. C. & I. D. #5	6-1-35	5%	38,000	1,500	6-1-64/65	3,000

NAME OR DESIGNATION	DATE	INTEREST RATES	ORIGINAL AMOUNT	MATURITIES		AMOUNT OUTSTANDING
W.C. & I. D. #6	10-1-35	4%	\$ 38,000	\$ 2,000	10-1-64/65	\$ 4,000
Expressway & Street Imp.	3-1-55	2 1/4% 2 1/2%	6,000,000	500,000 500,000	3-1-65/66 3-1-67/70	3,000,000
General Improvement Bonds Series 1956	3-1-56	2 1/2% 2.70% 2 3/4%	5,000,000	250,000 250,000 250,000	3-1-65/68 3-1-69/72 3-1-73/76	3,000,000
General Improvement Bonds Series 1956 A	12-1-56	3% 4% 3 3/4%	5,000,000	250,000 250,000 250,000	12-1-64/68 12-1-69/74 12-1-75/76	3,250,000
General Improvement Bonds Series 1957	11-1-57	4% 3 1/4% 3 1/2%	2,220,000	125,000 120,000	11-1-64/65 11-1-66 11-1-67/77	1,470,000
General Improvement Bonds Series 1958	3-1-58	5% 3% 3 1/4% 1 1/4%	5,000,000	250,000 250,000 250,000 250,000	3-1-65 3-1-66/71 3-1-72/77 3-1-78	3,500,000
General Obligation Bonds Series 1959	3-1-59	3% 3 1/4% 3 3/8%	10,750,000	565,000 565,000 565,000	3-1-65/68 3-1-69/75 3-1-76/79	8,475,000
General Obligation Bonds Series 1960	3-1-60	4% 3.60% 3.625%	6,629,000	368,000 368,000 368,000	3-1-65 3-1-66/76 3-1-77/80	5,888,000
General Obligation Bonds Series 1961	4-1-61	5% 5% 3% 3.30% 1%	3,500,000	185,000 195,000 195,000 195,000 195,000	4-1-64 4-1-65/68 4-1-69/73 4-1-74/80 4-1-81	3,500,000
General Obligation Park Bonds Series 1962	4-1-62	3% 3%	500,000	370,000 130,000	4-1-65 4-1-66	500,000
General Obligation Bonds Series 1962	4-1-62	3% 3% 3.10% 3.20%	6,500,000	260,000 390,000 390,000 390,000	4-1-66 4-1-67/77 4-1-78/79 4-1-80/82	6,500,000
General Obligation Bonds series 1963	4-1-63	5% 5% 2.90% 3% .25%	3,500,000	170,000 185,000 185,000 185,000 185,000	4-1-65 4-1-66/69 4-1-70/78 4-1-79/82 4-1-83	<u>3,500,000</u>
				TOTAL BONDS		\$46,588,500
Long Term Debt Note Payable	4-1-58	4 1/4%	600,000	60,000	4-1-64/68	<u>300,000</u>
				Total Bonds & Notes		<u>\$46,888,500</u>

AN ORDINANCE 32167

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. 2101)

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

Lot 64, Blk 1, NCB 11046

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 19th day of March, 1964.

John Gatti
M A Y O R pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32168

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. 1985)

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

Lot 40, NCB 11875

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

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

4. PASSED AND APPROVED this 19th day of March, A. D., 1964.

John Gatti
M A Y O R pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32169

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. 2018)

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

That portion of Lot 157, NCB 8237 not presently zoned "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 19th day of March, A. D., 1964.

John Gatti,
M A Y O R pro - tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32170

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 a n 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. 2034)

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

The north 125.3' of Lot 24, Blk 44, NCB 6287

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 19th day of March, A. D., 1964.

John Gatti
M A Y O R pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32171

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. 2095)

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

Lot 41, NCB 12025, Except the South
125' by 25'.

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 19th day of March, 1964.

John Gatti,
M A Y O R, pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32172

DETERMINING THAT THE CONDITION OF THE PREMISES AT 1235 ALEXANDER HAMILTON DRIVE IN THE CITY OF SAN ANTONIO CONSTITUTES A PUBLIC NUISANCE; AND DIRECTING THAT THE CITY ATTORNEY INSTITUTE PROCEEDINGS TO ABATE SAME.

* * * * *

WHEREAS, the condition of the premises located at 1235 Alexander Hamilton Drive, San Antonio, Texas, is a fire hazard and a hazard to the safety and health of the general public; and,

WHEREAS, said premises have been inspected and found to be such a hazard by the General Sanitation Division of the Public Health Department and by the Fire Prevention Bureau of the Fire Department of the City of San Antonio, Texas, and it is necessary and desirable to correct said condition and abate said nuisance; NOW, THEREFORE:

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

SECTION 1. It is hereby found and determined that the condition of the premises located at 1235 Alexander Hamilton Drive in the City of San Antonio, Texas, constitutes a nuisance within the meaning of Section 3, Paragraph 13 of the City Charter and of Paragraphs 19, 25 and 34, Art. 1175, Revised Civil Statutes of Texas, and that said nuisance constitutes a hazard to the public safety and health contrary to the general welfare and should be abated.

SECTION 2. The City Attorney of the City of San Antonio and other city departments concerned therewith are directed to take whatever steps may be necessary, including institution of proceedings in District Court to abate the said nuisance.

PASSED AND APPROVED this 19th day of March, 1964.

John Gatti
M A Y O R pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32173

DETERMINING THAT THE CONDITION OF THE PREMISES AT 1031 SHADWELL DRIVE IN THE CITY OF SAN ANTONIO CONSTITUTES A PUBLIC NUISANCE; AND DIRECTING THAT THE CITY ATTORNEY INSTITUTE PROCEEDINGS TO ABATE SAME.

* * * * *

WHEREAS, the condition of the premises located at 1031 Shadwell Drive, San Antonio, Texas, is a fire hazard and a hazard to the safety and health of the general public; and,

WHEREAS, said premises have been inspected and found to be such a hazard by the General Sanitation Division of the Public Health Department and by the Fire Prevention Bureau of the Fire Department of the City of San Antonio, Texas, and it is necessary and desirable to correct said conditions and abate said nuisance; NOW, THEREFORE:

SECTION 1. It is hereby found and determined that the condition of the premises located at 1031 Shadwell Drive in the City of San Antonio, Texas, constitutes a nuisance within the meaning of Section 3, Paragraph 13 of the City Charter and of Paragraph 19, 25 and 34, Art. 1175, Revised Civil Statutes of Texas, and that said nuisance constitutes a hazard to the public safety and health contrary to the general welfare and should be abated.

SECTION 2. The City Attorney of the City of San Antonio and other City departments concerned therewith are directed to take whatever steps may be necessary, including institution of proceedings in District Court to abate the said nuisance.

PASSED AND APPROVED this 19th day of March, 1964.

John Gatti
MAYOR pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32174

AUTHORIZING THE DELIVERY OF POSSESSION OF CERTAIN PREMISES (1911 W. HILDEBRAND) HERETOFORE CONVEYED TO THE CITY OF SAN ANTONIO, AS A PART OF ITS ELECTRIC AND GAS SYSTEM.

* * * * *

WHEREAS, on the 30th day of May, 1962, pursuant to Ordinance 30375, the City of San Antonio, as a part of its electric and gas system, Lot 2, Block 3, NCB 6174, Los Angeles Heights Terrace Addition to the City of San Antonio, in Bexar County, Texas, and being located within the corporate limits of the City of San Antonio, Bexar County, Texas; and,

WHEREAS, said conveyance was made subject to the condition that the City of San Antonio may retain possession of the above described property for use as a fire station for a period not to exceed 5 years from the date of said Deed; and,

WHEREAS, the present use of the above described property is to be abandoned, it being replaced by a new fire station on Vance-Jackson Road; and,

WHEREAS, the City of San Antonio no longer desires to maintain the property above described and desires to deliver possession of said property in the near future to the City of San Antonio, as a part of its electric and gas system; NOW, THEREFORE:

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

The City Manager is hereby authorized and directed to deliver possession of the above described property to the City of San Antonio, as a part of its electric and gas system (City Public Service Board), as soon as it becomes feasible to do so.

PASSED AND APPROVED this 19th day of March, 1964.

John Gatti
MAYOR pro-tem

ATTEST: J. H. Inselmann
City Clerk

Approved as to Form:
City Attorney

City Public Service Board hereby accepts possession of and responsibility for the property described in the foregoing ordinance, this _____ day of _____, 1964.

CITY PUBLIC SERVICE BOARD

BY:
General Manager

AN ORDINANCE 32175

ACCEPTING THE ATTACHED LOW QUALIFIED PROPOSAL OF SEAL-PRESS, DIVISION OF TAMPO MANUFACTURING COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH NINE REFUSE COLLECTION UNITS FOR A TOTAL OF \$25,920.00.

* * * * *

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

1. The Attached proposal of Seal-Press, Division of Tampo Manufacturing Company, Inc., dated 16 March 1964 to furnish the City of San Antonio, Department of Public Works, with nine refuse collection units for a total of \$25,920.00 - net, is hereby accepted.
2. Payment to be made from General Fund 1-01, Account No. 09-06-01, Code 5-16.
3. All other proposals are hereby rejected.
4. PASSED AND APPROVED this 19th day of March, 1964.

John Gatti
MAYOR pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32176

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. 1980)

THE REZONING AND RECLASSIFICATION OF PROPERTY LISTED BELOW AS FOLLOWS:

Lot 16, NCB 12051 from "A" Residence District to "LL" Manufacturing District; Lots 15 and 17, NCB 12051 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 19th day of March, A. D. 1964.

John Gatti
MAYOR pro-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32177

AMENDING THE ORDINANCE APPROVING THE PREPARATION OF A GENERAL NEIGHBORHOOD RENEWAL PLAN PROJECT NO. 4 (DEL ALAMO) AND THE FILING OF AN APPLICATION BY THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSES, AND ORDINANCE KNOWN AS NO. 31828 ENACTED ON THE 17th day THERETO AND SUBSTITUTING THEREFOR EXHIBIT "A-1".

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

SECTION 1. That the intent and purpose of this amending ordinance is to enlarge and extend the area known and designated as Project No. 4 by adding thereto approximately 62 acres as described in Exhibit "A-1", a copy of which is attached hereto and made a part hereof.

SECTION 2. An ordinance No. 31828 enacted on the 17th day of October, 1963 entitled an Ordinance approving the Preparation of a General Neighborhood Renewal Plan, Project No. 4 (del Alamo), be and the same is hereby amended by withdrawing Exhibit "A" attached thereto which contains the field notes and description of the area originally comprising Project No. 4 and adding thereto and substituting therefor Exhibit "A-1" which contains field notes and description of the area comprising Project No. 4 as enlarged and extended.

PASSED AND APPROVED this 19th day of March, 1964.

John Gatti
MAYOR Pro-tem

ATTEST: J. H. Inselmann
City Clerk

FIELD NOTE DESCRIPTION OF
DEL ALAMO URBAN RENEWAL PROJECT
TEX. R-82
PROJECT IV

BEGINNING: at the intersection of Martin Street and the San Pedro Creek;

THENCE: In an easterly direction along Martin Street to an intersection with the west line of the San Antonio River;

THENCE: Along the most west and north line of the San Antonio River to an intersection with Fourth Street;

THENCE: In a southeasterly direction along Fourth Street to an intersection with Nacogdoches Street;

THENCE: In a northeasterly direction along Nacogdoches Street to an intersection with Nolan Street;

THENCE: In an easterly direction along Nolan Street to a point on Nolan Street; said point also being the intersection of Nolan Street with the eastern boundary of Interstate Highway 37;

THENCE: In a southerly direction along the east boundary of Interstate Highway 37 to an intersection with Victoria Street;

THENCE: In a northwesterly direction along Victoria Street to an intersection with Labor Street, continuing in a northwesterly direction along Victoria Street to an intersection with Indianola Street;

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

THENCE: In a southeasterly direction along Lavaca Street to an intersection with St. Catherine Street;

THENCE: In a southwesterly direction along St. Catherine Street to an intersection with Camargo Street;

THENCE: In a northwesterly direction along Camargo Street to an intersection with S. Alamo Street;

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

THENCE: In a northwesterly direction along S. St. Mary's Street to Martinez Street;

THENCE: In a westerly direction along Martinez Street to an intersection with Aubrey Street;

THENCE: Continuing in a westerly direction along the south property line of Lot 6 (A-10) NCB-928, said property line also being the most northern boundary of a U. S. Government tract, to an intersection with the western boundary of the aforementioned U. S. Government tract;

THENCE: In a southerly direction approximately 290 feet along the U. S. Government tract to an intersection with a north boundary of the above mentioned U. S. Government Tract;

THENCE: In a westerly direction along the north boundary of the U. S. Government tract to an intersection with So. Flores Street;

THENCE: In a northerly direction along S. Flores Street to an intersection with Durango Street;

THENCE: In a westerly direction along Durango Street to an intersection with the San Pedro Creek, same point also being the eastern boundary of Urban Renewal Project, Central West Area, No. I. Tex. R-39;

THENCE: In a northerly direction along the eastern boundary of Urban Renewal Project, Central West Area, No. I, Tex R-39 to the most northeast corner of said project;

THENCE: Continuing in a northerly direction along the meanderings of San Pedro Creek to the place of beginning, and containing approximately 570 Acres.

EXHIBIT A-1 - ORD. 32177

AN ORDINANCE 32178

AMENDING THE ORDINANCE APPROVING THE LOCATION OF URBAN RENEWAL PROJECT V, TEX. R-83 IN THE CITY OF SAN ANTONIO, ESTABLISHING THE OUTER BOUNDARIES OF SUCH PROJECT, DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN SAID BOUNDARIES FOR A SPECIFIED PERIOD OF TIME, AN ORDINANCE KNOWN AS NO. 32116 ENACTED ON THE 13TH DAY OF FEBRUARY, 1964 BY WITHDRAWING EXHIBIT "A" ATTACHED THERETO AND ADDING THERETO AND SUBSTITUTING THEREFOR EXHIBIT "A-1" AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. That the intent and purpose of this amending ordinance is to enlarge and extend the established building lines within Urban Renewal Project No. V, Tex. 83 (Civic Center) as described in Exhibit "A-1", a copy of which is attached hereto and made a part hereof.

SECTION 2. That Ordinance No. 32116 enacted on the 13th day of February, 1964 entitled an Ordinance Approving the location of Urban Renewal Project V, Tex. R-83 in the City of San Antonio, Establishing the Outer Boundaries of Such Project, and Directing that Building Permits not be Issued for Specified Work Within Such Boundaries for a Specified Period of Time, be and the same is hereby amended by with drawing Exhibit "A" attached thereto which contains the field notes and description of the area originally comprising project V, Tex. R-83 (Civic Center) and adding thereto and substituting therefor Exhibit "A-1" which contains field notes and description of the area comprising said Project V, Tex. R-83 (Civic Center) as enlarged and extended.

SECTION 3. That 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 19th day of March, 1964.

John Gatti
M A Y O R pro-tem

ATTEST: J. H. Inselmann
City Clerk

FIELD NOTE DESCRIPTION OF
DEL ALAMO URBAN RENEWAL PROJECT
TEX. R-82
PROJECT IV

BEGINNING: At the intersection of Martin Street and the San Pedro Creek;

THENCE; in an easterly direction along Martin Street to an intersection with the west line of the San Antonio River;

THENCE: Along the most west and north line of the San Antonio River to an intersection with Fourth Street;

THENCE: In a southeasterly direction along Fourth Street to an intersection with Nacogdoches Street;

THENCE: In a northeasterly direction along Nacogdoches Street to an intersection with Nolan Street;

THENCE: In an easterly direction along Nolan Street to a point on Nolan Street; said point also being the intersection of Nolan Street with the eastern boundary of Interstate Highway 37;

THENCE: In a southerly direction along the east boundary of Interstate Highway 37 to an intersection with Victoria Street;

THENCE: In a northwesterly direction along Victoria Street to an intersection with Labor Street, continuing an a northwesterly direction along Victoria Street to an intersection with Indianola Street;

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

THENCE: In a southeasterly direction along Lavaca Street to an intersection with St. Catherine Street;

THENCE: In a southwesterly direction along St. Catherine Street to an intersection with Camargo Street;

THENCE: In a northwesterly direction along Camargo Street to an intersection with S. Alamo Street;

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

THENCE: In a northwesterly direction along S. St. Mary's Street to Martinez Street;

THENCE: In a westerly direction along Martinez Street to an intersection with Aubrey Street;

THENCE: Continuing in a westerly direction along the south property line of lot 6 (A-10) NCB-928, said property line also being the most northern boundary of a U. S. Government tract, to an intersection with the western boundary of the aforementioned U. S. Government tract;

THENCE: In a southerly direction approximately 290 feet along the U. S. Government tract to an intersection with a north boundary of the above mentioned U. S. Government tract;

THENCE: In a westerly direction along the north boundary of the U. S. Government tract to an intersection with So. Flores Street;

THENCE: In a northerly direction along S. Flores Street to an intersection with Durango Street;

THENCE: In a westerly direction along Durango Street to an intersection with the San Pedro Creek, same point also being the eastern boundary of Urban Renewal Project, Central West Area, No. I, Tex. R-39 to the most northeast corner of said project;

THENCE: Continuing in a northerly direction along the meanderings of San Pedro Creek to the place of beginning, and containing approximately 570 Acres.

EXHIBIT A-1, ORD 32178

AN ORDINANCE 32179

AMENDING THE ORDINANCE 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 AN APPLICATION FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSES, AN ORDINANCE KNOWN AS NO. 31829, ENACTED ON THE 17TH DAY OF OCTOBER, 1963, BY WITHDRAWING EXHIBIT "A" ATTACHED THERETO, AND ADDING THERETO AND SUBSTITUTING THEREFOR, EXHIBIT "A-1".

* * * * *

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

SECTION 1. That the intent and purpose of this amending ordinance is to enlarge and extend the area known and designated as project No. 5 (Civic Center Project) by adding thereto approximately 62 acres as described in Exhibit "A-1", a copy of which is attached hereto and made a part hereof.

SECTION 2. That ordinance No. 31829 enacted on the 17th day of October, 1963 entitled an Ordinance 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 an Application for an advance of Federal Funds for Said Purpose, be and the same is hereby amended by withdrawing Exhibit "A" attached thereto which contains the field notes and descriptions of the area originally comprising Project No. 5 and adding thereto and substituting therefor Exhibit "A-1" which contains the field notes and description of the area comprising Project No. 5 as enlarged and extended.

PASSED AND APPROVED this 19th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

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

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

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

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

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

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

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

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

THENCE: In a southeasterly direction along Lavaca Street to an intersection with St. Catherine Street;

THENCE: In a southwesterly direction along St. Catherine Street to an intersection with Camargo Street;

THENCE: In a northwesterly direction along Camargo Street to an intersection with S. Alamo Street;

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

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

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

THENCE: In an northerly direction along N. Presa Street to the place of beginning and containing approximately 211 acres.

EXHIBIT A-1, ORD 32179.

AN ORDINANCE 32180

AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE INTERNATIONAL BUSINESS MACHINES CORPORATION FOR MAINTENANCE AND SERVICE FOR CERTAIN ELECTRIC TYPEWRITERS FOR THE CITY OF SAN ANTONIO, VARIOUS DEPARTMENTS IN THE AMOUNT OF \$1,353.85.

* * * * *

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

1. THAT the Finance Director be authorized to make payment to the International Business Machines Corporation for the annual Maintenance and service for certain electric typewriters for various departments of the City of San Antonio in the amount of \$1,353.85, period January 1, 1964 to January 1, 1965.
2. Payment to be made from General Fund 1-01, Accounts as per the attached in the amount of \$1,353.85.
3. Passed and Approved, this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32181

ACCEPTING THE LOW QUALIFIED BID OF R. E. LANHAM TO FURNISH ALL LABOR AND EQUIPMENT ACCORDING TO SPECIFICATIONS ATTACHED HERETO FOR CERTAIN PARK IMPROVEMENT AND CONSTRUCTION WORK FOR A TOTAL NOT TO EXCEED \$3,535.00.

* * * * *

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

1. The attached low qualified bid of R. E. Lanham, dated March 23, 1964 to furnish all labor and equipment necessary for certain grading and construction work according to attached specifications for the Department of Parks and Recreation, in Olmos Basin and Southside Lions Park for a total not to exceed \$3,535.00 is hereby accepted, based on the following:

- | | |
|------------------------------|-------------------|
| A. Tractor, Angle Dozer D-7 | \$ 10.00 per hour |
| B. Motor Grader, Caterpillar | 9.00 per hour |

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32182

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MID-CONTINENT TAB CARD COMPANY TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT WITH CERTAIN PAYROLL CHECKS FOR A TOTAL OF \$1,249.70

* * * * *

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

1. The attached low qualified bid of Mid-Continent Tab Card Company, dated March 17, 1964 to furnish the City of San Antonio, Finance Department with certain payroll checks for a net total of \$1,249.70 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Finance, Account No. 06-02-01, Cod3 3-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32183

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MISSION CONCRETE PIPE COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN CONCRETE CULVERT PIPE FOR A TOTAL OF \$2,479.50.

* * * * *

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

1. The attached low qualified bid of Mission Concrete Pipe Company, dated March 23, 1964 to furnish the City of San Antonio Department of Public Works with certain standard strength reinforced concrete culvert pipe (ASTMC-76-57)-drilled for hoisting for a total of \$2,479.50, Less 7%-30 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-05-01, Code 3-30.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32184

ACCEPTING THE BID OF VELMA AWALT, D/B/A AWALT CONCESSIONS, FOR THE CONCESSION PRIVILEGES AT MUNICIPAL AUDITORIUM, CARVER HALL AND THE SUNKEN GARDEN THEATRE FOR A TWO YEAR PERIOD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR.

* * * * *

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

SECTION 1. The proposal of Velma Awalt, d/b/a Awalt Concessions, for the concessions privileges at Municipal Auditorium, Carver Hall and the Sunken Garden Theatre is hereby accepted.

SECTION 2. The City Manager is hereby authorized to enter into a contract with Velma Awalt, d/b/a Awalt Concessions, for operation of the concession privileges outlined in Paragraph 1 above for a two (2) year period beginning April 1, 1964 and ending March 31, 1966.

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

PASSED AND APPROVED this 26th day of March, 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:

This contract made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter called "City", and Velma Awalt d/b/a Awalt Concessions, hereinafter called "Concessionaire" in words and figures as follows:

W I T N E S S E T H

1. City does hereby grant Concessionaire the right and privilege of operating a food and beverage concession at Municipal Auditorium, Carver Hall and the Sunken Garden Theater.

2. The term of this contract shall be for a period of two years beginning on the 1st day of April, 1964, and ending the 31st day of March, 1966.

3. Certain terms used herein are defined as follows:

a. City shall mean the City of San Antonio, Texas.

b. Auditorium Manager as used in this instrument shall mean the person or persons to whom the City from time to time delegates the active control, management and supervision of the buildings herein referred to.

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

*amended
ord 33376 6/10/65
amended
ord 33376 4/10/65*

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

This contract is strictly personal with the concessionaire herein and the contract shall automatically cease and terminate in the event of her death or incapacity, with no survivors rights in the contract or in the improvements on the premises whatsoever.

5. Concession Area: The areas which may be utilized for concession operations are as follows:

a. Municipal Auditorium:

- (1) An area of approximately 240 square feet in the main lobby, with about one half this area on each side at the main entrance.
- (2) An office in the southwest corner of the main floor.
- (3) A kitchen and storage area in the basement, consisting of approximately 1,024 square feet.
- (4) An open area consisting of approximately 420 square feet in the basement, located east of the ramp which leads from the main lobby to the basement.
- (5) The existing concession areas inside the main Auditorium on each side of the central entrance.
- (6) East portion of the back stage area and balcony as approved by the Director of Parks and Recreation.

b. Carver Hall:

An Area approximately 10 feet square, or 100 square feet, in the southwest corner of the main Auditorium.

c. Sunken Garden Theater:

- (1) The existing permanent stand, which is north of the seating area.
- (2) An area consisting of approximately 150 Square feet, south of the theater seating area, where a mobile or temporary concession stand may be established as deemed necessary.

6. Rights and Privileges of Concessionaire: The Concessionaire shall be limited to the sale of such products in form and/or containers suitable to the consumption of such products immediately and on the premises where sold, and shall authorize such sales only at or for reasonable lengths of time before or after the time of the performance or function in question. Nothing herein contained shall authorized the Concessionaire to use any part of any such buildings for the conduct therein of a restaurant, or food and beverage establishment to be open at any and all hours, but simply to conduct such business and to make such sales as are in common parlance referred to as the operation of concessions incident to any public gatherings. The concessions hereby granted includes further the right to sell cigars, souvenir booklets, costume, jewelry, and miscellaneous novelties, including paper productions of the sort handled by persons who in the amusement trade are commonly referred to as "papermen". Also included in this concession agreement is the privilege to offer check room services and to rent seat cushions. Except to the limited extend herein provided, such concession and privilege shall, during the term hereof, be exclusive. It is understood that all times one or the other of the premises referred to is rented by the City for use of such a sort, or by such an organization, that sales of any products or of certain products or the operation of any concession or of certain concessions would in the nature of things be distasteful to the persons to whom the City may have rented the premises out, and that, similarly, such premises are at times let our by the City to religious organizations or other organizations of a sort to whom the sale of certain foods or certain beverages at the time they are using the premises would be distasteful and offensive. Accordingly, Concessionaire expressly agrees that they will not sell or attempt to sell any items or operate or attempt to operate any concessions which would, in the nature of things, be distasteful to the persons to whom the City may have rented the premises on such occasion, or conduct any activity whatever on any such occasion which would be inappropriate and from the nature of things objectionable to the persons to whom the City may have rented the premises. In the event a question of doubt should arise as to what might be distasteful, or objectionable or inappropriate on any given occasion, same shall first be determined between concessionaire and such aforementioned persons to agree as to the aforesaid matters between concessionaire and the persons to whom the City may have rented the premises in question, but in the event of the inability between the Concessionaire and such aforementioned persons to agree as to the aforesaid matters, the Concessionaire agrees to comply with the decision of the Auditorium Manager.

7. Prices that May be Charged for Food and Beverages:

- a. The following is a list of the items that must be offered for sale in the concession operations, and the maximum prices that may be charged:

SODA WATER, 7 oz.	.15
SODA WATER, 12 oz.	.25
COFFEE, 4 oz. and 6 oz.	.10 and .15

POPCORN, 6" x 3 3/4" x 9" bag	.15
POPCORN, (Buttered) 24 oz.	.30
PEANUTS, 1 3/4 oz.	.15
POTATO CHIPS & FRITOS, 1 oz.	.10
MILK, 8 oz.	.15
DONUTS, glazed	.10
ROLLS, Breakfast or Sweet	.15
CANDY & MINTS	.10
BEER (Texas), 12 oz.	.35
HOT DOG, 2 oz.	.30
HAMBURGER, 2 oz.	.35
CIGARETTES, All brands and sizes	.35
FRIED PIES, 3 oz.	.15

During those events when children represent the major portions of attendance, soda water and popcorn prices should be reduced to ten cents each.

CHECK ROOM SERVICE	.25
Additional items to be available during dances or similar events, when tables are provided:	
SODA WATER, 9 oz. in paper cup	.25
SODA WATER, 7 oz. in bottle	.25
JUICES, 6 oz.	.30
ICE WATER, 32 OZ.	.50
SODA, 32 oz.	.75
FRITOS, platter, 3 oz.	.45
CHEESE SANDWICH, with Potato Chips	.55
HAM SANDWICH, with Fritos	.75
BUCKET OF ICE, quart	.75
HORS D'OEUVRES, 15 pieces	.75
DIP, Bowl, 10 oz., Bean, with dippers	.75
DIP, Bowl, 10 oz., Avocado, with dippers	1.00

b. Items in addition to the above may be offered for sale; however, prices to be charged for all such merchandise and services must be approved in writing by the City, acting through the Director of Parks and Recreation.

8. Specific Provisions: The Concessionaire will operate the concessions in the prescribed areas, and comply with these specific requirements and in addition to all other rules, regulations and requirements in the contract:

- a. The Concessionaire will comply with all codes, rules and regulations as may be applicable.
- b. The Concessionaire will comply with all health laws and regulations which may be applicable to this type of operation.
- c. Any modifications or repairs of the facilities in the concession areas, will be as approved in writing by the City through the Director of Parks and Recreation, and any structures or facilities which may be considered permanent become property of the City upon termination of this agreement.
- d. The concessionaire will be responsible for complete custodial maintenance within and adjacent to the concession area, to include the furnishing of adequate garbage containers, the gathering of paper and litter and removal from the building, and the cleaning and maintenance of floor areas in the concession areas.
- e. The Concessionaire will be financially responsible for any damages to the buildings or fixtures which may be caused by breakdown or failure of Concessionaire to protect the buildings or fixtures.
- f. The concession areas furnished by the City will not be utilized for storage of any supplies, material or equipment which are not utilized in the operations of this specific concession.

- g. Appropriate signs may be erected, but only as approved in writing by the Director of Parks and Recreation.
- h. The concessionaire will not use the concession areas in the Municipal Auditorium, Carver Hall, or the Sunken Garden Theater for any purpose except for the operation of the authorized concession.
- i. The Concessionaire covenants and agrees that at the termination of the contract, to be entered into hereunder, she will surrender such facilities assigned to her to the City without notice further than as herein provided, in as good condition as when the same was entered upon by her, reasonable wear and tear excepted. Any holdover of the premises, or any part thereof, demised herein after the termination of the contract or after concessionaire has been notified to vacate in writing by the City shall be a tenancy at the rate of \$400.00 per week.
- j. Concessionaire shall have, for purposes incident to the operation of these concessions, such ingress and egress, to the buildings in question as is reasonable, subject to the reasonable regulation thereof and of the place, time, and extent thereof by the Manager of the Municipal Auditorium.
9. Insurance Requirements: The Concessionaire shall carry public liability insurance, which will include the products liability, covering Concessionaire's operation on or about the concession area, with limits (minimum) of Twenty-Five Thousand (\$25,000.00) Dollars per person and One Hundred Thousand (\$5,000.00) Dollars for property damage. Such insurance shall be carried in a responsible company licensed to do business in the State of Texas and it shall name the City of San Antonio as an additional insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the Director of Parks and Recreation and the City Clerk of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 10 days after after such notice is given." Certificate 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.
10. Protection of Buildings and Fixtures: The Concessionaire may not engage in any operation, or utilize or move about any equipment, which would cause any damages to the City owned buildings or fixtures.
11. Surety Bond Requirements: The Concessionaire will cause to be made, executed and furnished to the City of San Antonio, a Surety Bond, acceptable to the City, in the amount of Ten Thousand (\$10,000.00) Dollars conditioned on the faithful performance of all conditions and covenants of this contract.
12. Gross Receipts: The term "Gross Receipts" as used herein means the aggregate amount of money, or anything of value, received by the Concessionaire from sales, or services rendered, in conjunction with this concession with the following exceptions:
- a. Vending Machines - Vending machines may be installed upon written request from the concessionaire for each such machine and as approved by the City in writing request to install vending machines will state specifically the percentage of net revenue the City will receive.
- b. Sale of Cigarettes - Cigarettes, all brands and sizes will be sold at 35¢ per package. The City's share of receipts will be as follows:
- (1) Over the Counter Sales: "Cigarettes" - 4% of gross.
" Other Tobacco Items" - 4% of gross.
- (Maximum prices must be approved in writing by the City through the Director of Parks and Recreation).
- (2) Vending Machine Sales: "Cigarettes" - 50% of net.
13. Financial Records:
- a. Concessionaire agrees to provide City with itemized statement at such intervals and in such form as shall be prescribed by the City's Director of Finance, and shall keep such books and records as shall permit independent verification of the itemized statements. Copies of said records shall be provided the Director of Parks and Recreation when requested. Concessionaire agrees to permit the City's Direction of Finance or his agents to inspect the records; required hereunder at any time. In addition, the concessionaire's books and records shall be maintained in accordance with generally accepted accounting principles and procedures.
- b. Concessionaire agrees to collect and pay to the appropriate tax collecting authority all federal, state and local excise or sales taxes which may be imposed upon the transactions of its business, and shall be solely responsible therefor. Such taxes, when collected and paid, shall not be considered a part of the "gross receipts" as that term is used herein. Concessionaire further agrees to pay promptly all federal, state, county, and municipal taxes; all occupational licenses and permit fees, and personal property taxes, all of which shall be considered a part of Concessionaire's business expense and not deductible in computing the "gross receipts", as the term is used herein.
14. Annual Minimum Guarantee, and Payments to the City:
- a. As consideration and payment for the concession rights herein granted, Concessionaire agrees and promises to pay to the City without demand thirty-five and one-third percent (35-1/3%) of the gross receipts from said concessions or an annual minimum guarantee of \$12,000.00 whichever is greater for the City of San Antonio. Said minimum

guarantee is payable \$1,000.00 each month, with payments due on or before the 10th day of each month, the first payment is due in April of 1964; all payments to be submitted to:

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

- b. The Concessionaire shall also forward a check payable to the City of San Antonio in the amount of the excess of monthly computed commission over the monthly minimum guarantee. The monthly computed commissions referred to above shall be the contract commission percentage of the previous month's gross receipts. This payment shall be made on or before the 10th day of each month.
- c. If Concessionaire shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein, the City, may at its option cancel this agreement and terminate this contract; further provided, that if the Concessionaire, or her representative, shall neglect or fail to perform and observe any covenant, promise, condition, or obligation herein, which on the Concessionaire's part is to be performed and/or observed, or if its leasehold estate shall be taken on execution, or if Concessionaire shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of her creditors; then, in such case, the City or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises or any part thereof, in the name of the whole and repossess the same as of its former estate and expel the Concessionaire and those claiming under her and remove her effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate., but without prejudice to any breach of the Concessionaire's covenants, promises and/or conditions herein contained, and without having to answer to the Concessionaire, or those holding under her for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph to-wit: the option of the City to terminate this contract and repossess said premises in event of Concessionaire's failure to pay the rental or any installment thereof.

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

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

17. EXECUTED this 30th day of March, A. D., 1964.

CITY OF SAN ANTONIO

BY: Gerald C. Henckel, Jr.

VELMA AWALT D/B/A
 AWALT CONCESSIONS

BY: Velma Awalt

AN ORDINANCE 32185

ACCEPTING THE LOW QUALIFIED BIDS AS LISTED BELOW TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN TRAFFIC CONTROL SIGNAL EQUIPMENT FOR THE DEPARTMENT OF TRAFFIC AND TRANSPORTATION FOR A TOTAL OF \$26,396.70.

* * * * *

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

1. That the attached low qualified bids of Eagle Signal Company, Kar-Trol Signal Company and signal Engineering Company, dated March 20, 1964 to furnish the City of San Antonio, Department of Traffic and Transportation with certain traffic control signal equipment for a total of \$26,396.70 as listed below is hereby accepted.

Eagle Signal Co.
 Davenport, Iowa

Items #2, #4 & #9 - \$ 7,739.45

Kar-Trol Signal Co.
 Houston, Texas - 15,487.25

Items #1, #5, #6 & #8

Signal Engineering Co.
 Houston, Texas

Items #3 & #7	-	-	\$ 3,170.00
			\$ 26,396.70

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED This 26th day of March, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32186

ACCEPTING THE GIFT OF A FOUNTAIN, TO BE KNOWN AS THE MAHNCKE FOUNTAIN AND TO BE PLACED IN MAHNCKE PARK.

* * * * *

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

SECTION 1. The City of San Antonio hereby accepts the gift of a fountain from Mrs. Joseph Deutz, to be known as the Mahncke Fountain and to be placed in Mahncke Park.

SECTION 2. It is proposed that Mrs. Deutz will enter into a contract with the firm of McGee Construction Company, of 118 West Grayson Street, San Antonio, Texas, for the construction of said fountain. The fountain is to be constructed in accordance with plans and specifications furnished by the Department of Parks and Recreation, and the work performed thereunder will be supervised by said Department.

SECTION 3. Sufficient insurance will be provided to protect the City of San Antonio against liability in connection with the construction of said fountain.

PASSED AND APPROVED this 26th day of March, 1964

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32187

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

* * * * *

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

SECTION 1. On the 9th day of April, 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 following described property, to-wit:

BEGINNING at a point on the most westerly corner of UNIT 1-A of Colony North Subdivision, said point being on the present City Limits Line of the City of San Antonio;

THENCE, along the present City Limits Line as follows:
S 48° 34' 25" E, 1223.75 feet
S 38° 31' 13" W, 440.34 feet

TO A POINT ON THE SOUTHWEST LINE OF LITCHFIELD COLONY out of the Colony North Subdivision and southwest line of STONEHAVEN DRIVE;

THENCE, n 48° 39' W, 121.26 Feet, along the southwest line of the LITCHFIELD COLONY out of the Colony North Subdivision and Southwest line of STONEHAVEN DRIVE To the point of curvature of a 15.00 Ft. radius curve;

THENCE, along said 15.00 Ft. radius curve, a distance of 23.56 Ft. to the point of tangency of said curve, said point being on the extension of the southeast line of LITCHFIELD DRIVE;

THENCE, N 48° 39' W, a distance of 50.00 Ft. to a point on the northwest line of the extension of LITCHFIELD DRIVE, said point being the point of curvature of a 15.00 Ft. radius curve;

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

THENCE, N 41° 21' E, a distance of 50.00 Ft. to a point on the northeast line of STONEHAVEN DRIVE, said point being the point of curvature of a curve having a radius of 15.00 Ft;

THENCE, along said 15.00 Ft. radius curve a distance of 23.56 Ft. to the point of tangency of said curve, said point being on the northwest line of LITCHFIELD DRIVE;

THENCE, N 41° 21' E, along the northwest line of LITCHFIELD DRIVE, a distance of 119.00 Ft. to a point;

THENCE, N 48° 39' W, a distance of 569.76 Ft. to the point of curvature of a curve having a radius of 574.00 feet;

THENCE, along said curve, a distance of 258.08 Ft. to the point of tangency of said curve;

THENCE, N 15° 35' 21" E, a distance of 146.00 Ft. to a point;

THENCE, N 2° 37' 27" W a distance of 254.25 Ft. to the point of beginning and containing 7.447 acres of land.

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

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

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32188

AUTHORIZING THE CITY MANAGER TO CANCEL AS OF MARCH 31, 1964, A LEASE AGREEMENT FOR CERTAIN PREMISES AT STINSON MUNICIPAL AIRPORT MADE WITH DONALD CHESSMAN PURSUANT TO ORDINANCE NO. 28832.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to cancel as of March 31, 1964, a lease agreement with Donald Chessman for certain premises at Stinson Municipal Airport made pursuant to Ordinance No. 28832 and executed upon the 25th day of August, 1960.

SECTION 2. Said lease agreement, located in the office of the City Clerk of the City of San Antonio, is made a part hereof by reference for all things.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32189

APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF HIGHWAY TRAFFIC CONTROL SIGNALS AT THE INTERSECTIONS LOOP 410 (E-W Expressway) NORTH AND SOUTH FRONTAGE ROADS WITH BROADWAY STREET, NACOGDOCHES ROAD AND AIRPORT BOULEVARD IN SAN ANTONIO, BEXAR COUNTY; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. An agreement between the State of Texas and the City for the installation, operation and maintenance of highway traffic signals at the intersections of Loop 410 (E-W Expressway) North and south Frontage Roads with Broadway Street, Nacogdoches Road and Airport Boulevard in San Antonio, Bexar County is hereby approved. The City Manager is hereby authorized to execute said agreement on behalf of the City.

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

SECTION 2. An emergency exists for the immediate preservation of the public peace, property, health, welfare, and safety, requiring that this ordinance become effective

immediately; therefore, upon passage, this ordinance by an affirmative vote of six (6) members of the City Council, shall be effective from and after the date of its passage as provided by the Charter of the city of San Antonio..

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS }
COUNTY OF TRAVIS }°

This AGREEMENT, made this 26th day of March, 1964, by and between the State of Texas, hereinafter called 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 26th day of March, 1964, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation of highway traffic signals by Ordinance passed on the 26th day of March, 1964, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof.

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. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signals and supervise construction.
2. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on plans and described in specifications attached hereto, marked

AGREEMENT (TRAFFIC SIGNAL - EXPRESSWAY TYPE E-1A)	4-60-767
1-4	D-18
- 3.. The City will operate and maintain the highway traffic signal(s) upon completion of the installation(s) by the State.
4. The City will pay all power costs for operating the signal(s).
5. The City will obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the installation(s).
6. The City will return any and all parts of said highway traffic signal installation(s) to the State should it (they) be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.
7. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).
8. In the event the terms of this Agreement are in conflict with the provisions of any other existing Agreements and/or Contracts between the City and the State, this Agreement shall take precedence over the other Agreements and/or Contracts.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the day above stated.

By: Gerald Henckel, Jr.
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

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 J. A. Wallen
Chief Engineer of Maintenance
Operations

APPROVED AS TO FORM:
/s/ Sam S. Wolf
General Attorneys for the City

RECOMMENDED FOR APPROVAL:
R. O. Lyton
District Engineer

Assistant Attorney General

/s/ M. V. Greer
Engineer of Traffic

Exhibit 1

LOCATION (S) -

Intersections Loop 410 (B-W Expressway) North and South Frontage Roads with

- (1) Broadway Street
- (2) Nacogdoches Road
- (3) Airport Boulevard

in San Antonio, Bexar County.

AN ORDINANCE 32190

APPROPRIATING THE SUM OF \$2,535.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT; ACCEPTING DEDICATIONS FOR N. E. INDUSTRIAL SITE PROJECT, DIETRICH ROAD SANITARY SEWER PROJECT AND HOLMGREEN ROAD SANITARY SEWER PROJECT; AND ACCEPTING TWO LICENSE AGREEMENTS FOR STORM DRAINAGE #43 PROJECT.

* * * * *

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

SECTION 1. The sum of \$2,535.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$900.00 payable to Stewart Title Company as escrow agent for Frank R. Rogers, for title to Lot 13, Block 5, NCB 11323, being Parcel No. 503-4803.

b. \$1,000.00 payable to Stewart Title Company as escrow agent for Herman E. Ripps, Executor of the estate of Laura Louise Ripps, Deceased, for title to Lot 2, Block 4, NCB 11322, being Parcel No. 517-4817.

c. \$635.00 payable to Stewart Title Company as escrow agent for Lydia Ann Eckhardt and Werner H. Eckhardt for title to 0.0683 of an acre of land, more or less, same being out of and a part of Lots 13 and 14, Block 2, NCB 11,314, and being Parcel No.

628-4928.

COPIES of thw Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all pruposes. 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. An Easement Dedication to a 10.00 foot sanitary sewer easement out of Tract 5, NCB 12192, granted by Colonial Cake Company, Inc., is hereby accepted. Parcel No. E-576B. A copy of said Easement Dedication is filed herewith and incorporated here in by reference.

SECTION 3. An Easement Deication over, Across and upon the South 5 feet of Lot D, NCB 10594, and a Temporary Easement to the North 20 feet of the South 25 feet of Lot D, NCB 10594, granted by Frank Zarsky is hereby accepted. Parcel : Misc. Easements. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 4. An Easement Dedication to a 10.00 foot sanitary sewer easement out of Lot 23, NCB 10754, granted by C. E. Beemler and wife, Gertrude M. Beemler is hereby accepted. Parcel No. E-585. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 5. An easement Dedication to a 10.00 foot sanitary Sewer easement out of Lot 61, NCB 10754, granted by Walter Grosse and wife, Teresa Grosse is hereby accepted. Parcel No. E-586. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SECTION 6. Accepting a License Agreement for Clemente Saldana for temporary use of Lot 13, Block 2, NCB 6564, in connection with the construction of Storm Drainage Project No. 43. A copy of said License Agreement is attached herewith and incorporated herein by reference.

SECTION 7. Accepting a License Agreement from Magdalena Ramirez for temporary use of all of Lot 12, Block 2, NCB 6564, in connection with the construction of Storm Drainage Project No. 43. A copy of said License Agreement is attached herewith and incorporated herein by reference.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Parcel : # E-576B

Project: N. E. Industrial
Site Sanitary SewerEASEMENT- Dedication
(Permanent & Temporary)STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That Colonial Cake Company, Inc., a Texas corporation duly incorporated and doing business under the laws of the State of Texas, acting by and through its duly authorized officers pursuant to a resolution by its Board of Directors, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way ten (10) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

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

BEGINNING at a point on the east line of loop 410, said point being S 0° 04' 16" E, 590.08 feet from the northwest corner of Tract 5, N.C.B. 12192, said corner also being the northwest corner of Tract 5, N.C.B. 12192, said corner also being the northwest corner of the Colonial Cake Co. Tract.

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

THENCE; S 0° 04' 16" E, along a line 10.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 450.00 feet to a point on the south line of said Colonial Cake Co. Tract, for the southeast corner of this easement.

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

THENCE; N 0° 04' 16" W, along the east line of Loop 410 and west line of Tract 5, a distance of 450.00 feet to the point of beginning.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right of way, the right to remove from said lands all trees and aparts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

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

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

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

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

THENCE; S 0° 04' 16" E, along a line 35.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 450.00 to a point on the south line of the Colonial Cake Co. tract, for the southeast corner of this easement.

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

THENCE; N 0° 04' 16" W, along a line 10.00 feet east of and parallel to the east line of Loop 410 and west line of Tract 5, a distance of 450.00 feet to the point of beginning;

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

The Grantee herein is liable for any damage done by its contractor to the electrical box, septic tank with laterals thereto, trees and sign base located in both permanent and temporary easements.

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

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

WITNESS my hand, this 10th day of March, A. D., 1964.

COLONIAL CAKE COMPANY, INC.

BY: /s/ Edd Crabtree

ATTEST: /s/ Charles R. Solcher
Secretary

Parcel: Misc. Easements

Project: Dietrich Road
Sanitary SewerEASEMENT - Dedication
(Permanent & Temporary)STATE OF TEXAS *
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That I, FRANK ZARSKY of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way Five (5) feet in width for sewer line(s) with all necessary interal or desirable appurtenances at or near the location, and long the general course now located and staked out by the said City of San Antonio, over across and upon the following described lands located in Bexar County, Texas, to-wit:

the South 5 feet of Lot D, New City Block 10594, San Antonio, Bexar County, Texas.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenants and agrees for himself, his heirs and assigns, that no building or obstruction of any kind will be placed on said easement right-of-way granted.

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

The North 20 feet of the South 25 feet of Lot D, New City Block 10594, San Antonio, Bexar County, Texas;

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

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

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

WITNESS my hand, this 5th day of March, A. D. 1964.

/s/ Frank Zarsky

PARCEL: E -585
Project: Holmgreen Road
Sanitary SewerEASEMENT - Dedication
(Permanent & Temporary)STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, C. E. BEEMLER and wife, GERTRUDE M. BEEMLER, of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, and Easement and right of way ten (10) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

A 10.00 foot Sanitary Sewer Easement out of Lot 23, N. C. B. 10754, San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a point on the north line of RICE ROAD, said point being the southeast corner of Lot 23, N. C. B. 10754.

THENCE; in a northerly direction along the east line of Lot 23, a distance of 380.00 feet to the northeast corner of said Lot 23.

THENCE; in a westerly direction along the north line of said Lot 23, a distance of 26.32 feet to a point, said point being the southeast corner of Lot 60, N. C. B. 10754.

THENCE; in a southerly direction, along the extension of the east line of said lot 60, a distance of 10.00 feet to a point.

THENCE; in an easterly direction along a line 10.00 feet, south of and parallel to the north line of said Lot 23, a distance of 16.40 feet to a point.

THENCE; in a southerly direction along a line 10.00 feet west of and parallel to the east line of Lot 23, a distance of 370.00 feet to a point on the north line of RICE ROAD, AND south line of Lot 23.

THENCE; in an easterly direction along the north line of RICE ROAD, and south line of said Lot 23, a distance of 10.00 feet to the point of beginning.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agrees for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

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

The west 15 feet of the east 25 feet of Lot 23, New City Block 19754, being adjacent to the permanent easement,

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

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

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

WITNESS our hand, this 16th day of March, A. D., 1964.

/s/ C. E. Beemler

/s/ Gertrude M. Beemler

Parcel: E-586
Project: Holmgreen Road
Sanitary Sewer

EASEMENT - Dedication
(Permanent and Temporary)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

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

The West Ten (10) feet of Lot 61, New City Block 10754, in the City of San Antonio, Bexar County, Texas.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right of way, the right to remove from said lands all trees and parts thereof, or other obstruction, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agrees for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

And the said grantors as part of the aforesaid consideration, do further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

The East fifteen (15) feet of the West twenty five (25) feet of Lot 61, New City Block 10754, in the City of San Antonio, Bexar County, Texas,

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

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

The City of San Antonio agrees to install a "Y" in the sewer line, at a location designated by Grantor, for a future sewer connection.

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

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

WITNESS our hand, this 18th day of March, 1964.

/s/ Walter Grosse

/s/ Theresa Grosse

Parcel : E-512
Project: Storm Drainage #43

LICENSE AGREEMENT

STATE OF TEXAS

COUNTY OF BEXAR

This agreement made this the 12th day of March, 1964, between the City of San Antonio, Licensee, and CLEMENTE SALDANA hereinafter called the Owner, Witnesses:

WHEREAS, the said Owner is vested with fee simple title to the tract of land situated within the City of San Antonio Bexar County, Texas, described as Lot 13, Block 2, New City Block 6564, at San Antonio, Bexar County, Texas; and

WHEREAS, the City desires to do certain improvement work for a public purposes which will require a temporary use of a portion of Owner's land described above, to-wit:

Lot 13, Block 2, New City Block 6564.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree for themselves, their administrators executors, heirs, successors and assigns, as follows:

Owner hereby grants to the City of San Antonio the right and privilege to enter on the above described land for the following purpose(s)

for fill area during construction of Drainage Project #43.

The owner hereby agrees that, if and when the above described land is purchased or condemned by the City of San Antonio or other governmental unit, the work done hereunder shall in no respect be considered to have enhanced the value of said land.

The license granted hereunder shall expire 180 days from the date hereof.

IN WITNESS whereof, we have signed our names on the date stated hereinabove.

/s/ Clemente Saldana

Parcel : E-510 and E-511
Project: Storm Drainage #43

LICENSE AGREEMENT

STATE OF TEXAS

COUNTY OF BEXAR

This agreement made this the 12th day of March, 1964, between the City of San Antonio, Licensee, and MAGADLENA RAMIREZ, hereinafter called the Owner, Witnesses:

WHEREAS, the said Owner is vested with fee simple title to the tract of land situated within the City of San Antonio Bexar County, Texas, described as Lot 12, Block 2, new City Block 6564,

WHEREAS, the City desires to do certain improvement work for a public purposes which will require a temporary use of a portion of Owner's land described above, to-wit:

All of Lot 12, Block 2, New City Block 6564.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree for themselves, their administrators executors, heirs, successors and assigns, as follows:

Owner hereby grants to the City of San Antonio the right and privilege to enter on the above described land for the following purposes:

For fill area during construction of drainage Project #43.

The Grantee herein is liable for any damage to improvements on said property done by its contractor, Said fill to be left in a level condition and graded to provide for proper drainage of the lot and not to be excessive enough to be damaging to the existing improvements.

The owner hereby agrees that, if and when the above described land is purchased or condemned by the City of San Antonio or other governmental unit, the work done hereunder shall in no respect be considered to have enhanced the value of said land.

The License granted hereunder shall expire the 180 days from the date hereof.

IN WITNESS whereof, we have signed our names on the date stated hereinabove.

/s/ Magdalena Ramirez

AN ORDINANCE 32191

REVOKING ORDINANCE 30958, WHICH MANIFESTED A LEASE AGREEMENT WITH PARKING, INC., FOR THE LEASE OF CERTAIN CITY OWNED PROPERTY LOCATED AT 510 WEST MARKET STREET AND OTHER VACANT PROPERTY.

* * * * *

WHEREAS, Ordinance 30958 manifested a LEASE agreement with Parking, Inc. for the lease of certain City-owned property located at 510 West Market and other Vacant property; and,

WHEREAS, said lease was a month-to-month tenancy and cancellable by either party upon thirty (30) days written notice; and,

WHEREAS, the City contemplates certain demolition work on this property, in the near future, and finds it necessary to cancel said lease as of midnight April 30, 1964; NOW, THEREFORE,

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

SECTION 1. Under the provisions of Paragraph 2b, Ordinance 30958, said ordinance and the lease agreement with Parking, Inc., is hereby revoked effective at midnight, April 30, 1964.

SECTION 2. The City Manager is hereby directed to provide Parking, Inc., with the required thirty (30) day written notice of this cancellation.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32192

AUTHORIZING EXECUTION OF A CONTRACT WITH SOUTHERN PACIFIC COMPANY AUTHORIZING EXECUTION OF A DEED TO THAT COMPANY FOR CERTAIN LAND IN EXCHANGE FOR TWO TRACTS OF LAND TO BE CONVEYED TO THE CITY: AND APPROPRIATING THE SUM OF \$8,739.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BOND FUND 1961, #479-16, IN PAYMENT FOR RELOCATION OF RAILROAD FACILITIES, IN CONNECTION WITH THE KELLY ACCESS ROAD.

* * * * *

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

SECTION 1. The City Manager is authorized to execute a contract with the Southern Pacific Company, providing for a deed by the City of a tract of land in the City of San Antonio to said Company in exchange for two tracts to be conveyed to the City by said company, and for the payment to said Company of the sum of \$8,739.00 for relocation of certain railroad facilities, all in connection with the Kelly Access Road, A copy of said contract is attached hereto and incorporated herein.

SECTION 2. The City Manager is authorized to execute the aforementioned deed of a tract of land in San Antonio, Bexar County, Texas, containing 1.203 acres more or less.

SECTION 3. The sum of \$8,739.00 is appropriated out of Highway 90 West Expressway Bond Fund 1961, #479-16, payable to Guardian Abstract and Title Company as escrow agent, pursuant to the aforementioned contract.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, made this 26th day of March, 1964, by and between the SOUTHERN PACIFIC COMPANY, hereinafter called the "Railroad", and the CITY OF SAN ANTONIO, TEXAS, acting by and through _____, Its City Manager, hereinafter called "CITY",

W I T N E S S E T H:

WHEREAS, the City is working with the Texas Highway Department in conjunction with improving streets within the limits of the City of San Antonio and in particular Kirk Street (Spur Highway 371) and Frio City Road; and

WHEREAS, it is the City's responsibility to provide the necessary right of way for the improvement of the above mentioned streets and highway; and

WHEREAS, it is the City's responsibility to provide the necessary right of way for the improvement of the above mentioned streets and highway; and

WHEREAS, the Railroad is the owner of property used for team track purposes needed for said right of way and it is necessary for the City to acquire Railroad's said property for the purpose of completing said street improvements.

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. (a) The Railroad agrees to grant and convey unto the City by general warranty deed, a good and indefeasible fee simple title, free and clear of all liens and encumbrances the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described as follows, to-wit:

PARCEL #5599: All of the northwest 50.00 feet of Tract "I", Western Heights Addition (Plat volume 642, Page 312) in the City of San Antonio,

BEGINNING at a southeast corner of the Southern Pacific Company property, also being the southwest corner of New City Block 6802 on the north line of West Thompson Place in the City of San Antonio;

THENCE, North 83° 30' 38" West a distance of 57.73 feet along the south line of said Railroad property and the north line of West Thompson Place to a reentrant corner of said Railroad property.

THENCE, North 36° 28' 22" East a distance of 1051.06 feet, 50.00 feet from and parallel to the northwest line of New City Block 6802, to a re-entrant corner of the Railroad property on the south line of West Kirk Place;

THENCE, South 83° 30' 38" East a distance of 57.73 feet along a north line of the Railroad property and the south line of West Kirk Place to a northeast corner of said property, also being the north west corner of New City Block 6802;

THENCE, South 36° 28' 22" West a distance of 1051.06 feet along the division line between the Railroad property and New City Block 6802 to the point of beginning, said tract containing 1.2064 acres of land, more or less.

PARCEL#5599A: Part of Lot 43, Block 2 New City Block 6680, Industry Center Subdivision, being described as follows:

BEGINNING at the West corner of Lot 42, Block 2, New City Block 6680 in the City of San Antonio, said point being the intersection of the northwest line of the Old Frio City Road with the southeast right of way line of the Southern Pacific Company;

THENCE, North 36° 28' 22" East a distance of 149.30 feet along the northwest line of lot 43, to the northwest corner of this tract being a re-entrant corner of said Railroad property;

THENCE, South 53° 31' 38" East, a distance of 8.50 feet along the northeast line of this tract to a northeast corner of the Railroad property;

THENCE, South 36° 28' 22" West a distance of 135.62 feet along a southeast line of the Railroad right of way to a southeast corner of said property on the southeast line of Lot 43 and the northwest line of the Old Frio City Road;

THENCE, South 68° 20' 00" West a distance of 16.10 feet along said Lot and Street line to the point of beginning, said tract containing 0.0278 of one acre of land, more or less.

(b) Railroad will reserve all of the oil, gas, sulphur and other minerals, like as well as unlike, in, on and underlying the above described premises, without however, any right whatsoever to use the surface of the land above described for any purpose in connection therewith.

2. Railroad will remove its team track and driveway from property to be conveyed to the City and relocate them to property to be received from the City, and will construct a 4 foot cyclone fence with a 12 foot double gate along the most northerly line of property to be received from the City.

3. The City will in exchange for the conveyance to it of the above described property, grant and convey unto the Railroad by general warranty deed, a good and indefeasible fee simple title, free and clear of all liens and encumbrances, the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described as follows, to-wit:

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

THENCE, N 83° 30' 38" W. along the north line of THOMPSON PLACE and south line of Lot C, NCB 6778, a distance of 77.93 Ft. to a point, for a corner of this tract;

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

THENCE, S 59° 59' 47" E, along said propsoed southwest right-of-way line of said proposed location of W. KIRK PLACE, A distance of 67.93 ft. to the northeast corner of Lot B, NCB 6777, said point being on the northwest line of the Southern Pacific Railroad Right-of-way;

THENCE, S 36° 28' 22" W, along the northwest line of the Southern Pacific Railroad Right-of-way and northeast line of Lots B, NCB 6777 and Lot C, NCB 6778, a distance of 761.00 Ft. to the point of beginning, and containing 1.203 Acres of land,

4. The City agrees that in addition to conveying the property described in 3. above to Railroad, the City will deposit with Guardian Abstract and Title Company as escrow agent the sum of Eight Thousand Seven Hundred Thirty Nine and 00/100 Dollars (\$8,739.00), as reimbursement to the Railroad for relocating its team track and driveway and constructing a 4 foot cyclone fence and gate along the north line of said 1.203 acre tract, described in 3. above, the said sum being payable to Railroad at the time of delivery of deed and possession of property described in 1 (a) above.

5. Guaranty Title Policy and required Documentary Stamps for conveyance to the City will be provided at City's expense, and Guaranty Title Policy and required .Documentary Stamps for conveyance to Railroad will be provided at Railroad's expense.

6. Guardian Abstract and Title Company shall act as escrow agent and parties hereto agree to deliver their duly executed deeds to the above described properties to said escrow agent at its San Antonio office and agree to surrender possession of the above described properties not later than 90 days after the date of the delivery of such deeds.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

SOUTHERN PACIFIC COMPANY
By/s/ B. S. Sims
Vice President

CITY OF SAN ANTONIO, TEXAS

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

Attest: James C. Kenny
Asst. City Secretary

AN ORDINANCE 32193

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO CORNELIUS H. NAU, MELVIN L. THORNTON AND H. NED SNYDER TO A PORTION OF LOT 50, BLOCK F, NCB 6014 FOR THE SUM OF \$1,750.00

* * * * *

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

Section 1. The City Manager is hereby authorized to execute a quitclaim deed to the following parcel of land situated in Bexar County, Texas and within the corporate limits of the City of San Antonio, to-wit:

All of Lot 50, Block F, NCB 6014, except the West 7.5 feet which is specifically retained by the city of San Antonio for Kendall Street right-of-way, and further excepting the South 15.2 feet of said lot for E, Hildebrand Avenue right-of-way.

Section 2. The above described Quitclaim Deed is not to be delivered to the Grantees until proper replatting pertaining to a drainage easement and certain improvements has been accepted and approved by the Planning Commission.

PASSED AND APPROVED this 26th day of March, 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. 32193, dated the 26th day of March 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 (\$1,750.00) DOLLARS, to it in hand paid by Cornelius H. Nau, Melvin L. Thornton and H. Ned Snyder, 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:

All of Lot 50, Block F, NCB 6014, except the West 7.5 feet which is Specifically retained for Kendall Street right-of-way and further excepting the South 15.2 feet of said lot for E. Hildebrand Avenue right-of-way.

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 Cornelius H. Nau, Melvin L. Thornton and H. Ned Snyder, their successors and assigns forever.

WITNESS MY HAND this 26th day of March, 1964.

CITY OF SAN ANTONIO

BY:

Assistant City Manager

AN ORDINANCE 32194

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; KELLY ACCESS ROAD PROJECT; STORM DRAINAGE NO. 58 PROJECT; GUADALUPE STREET" GRADE SEPARATION PROJECT AND MUNICIPAL AIRPORT RUNWAY EXTENSION PROGRAM PROJECT.

* * * * *

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

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

COMMERCIAL RECORDER
518 W. Market Street
San Antonio, Texasfor the sum of \$ 40.20

for publishing citation by publication on Parcel #142-4442.

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

for recording fee on Parcel #383-4683.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 2.70

for recording fee on Parcel #409-4709.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 1.95

for recording fee on Parcel #415-4715.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 1.95

for recording fee on Parcels 492-4792 & 495-4795.

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

for recording fee on Parcel #526-4826.

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

for recording fee on Parcel #530-4830.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 1.70

for recording fee on Parcel #539-4839.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 1.95

for recording fee on Parcels 551-4851 and 552-4852.

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

for recording fee on Parcel No. 593-4893.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 2.70

for recording fee on Parcel #601A-4901

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

for recording fee on Parcel No. 641-4941.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 1.95

for recording fee on Parcel No. 643-4943.

STEWART TITLE COMPANY.
514-21 Brady Building
San Antonio, Texas for the sum of \$ 1.95'

for recording fee on Parcel No. 653-4953.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 6.00

for recording fee on Parcel No. 661-4961.

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

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio, Texas for the sum of \$1,610.25

for title company charges on Parcel No. 5597.

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

for title company charges on Parcel No. 5619.

3. The following sums are hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statements attached hereto:

LAMPASAS COUNTY
Lampasas County Court House
Lampasas, Texas for the sum of \$ 1.25

for service on enclosed papers on Parcel No. 5366.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 - Milam Building
San Antonio, Texas for the sum of \$ 67.70

for title company charges on Parcel No. 5486.

4. The following sum is hereby appropriated out of Guadalupe Street Grade Separation Bonds, Series 1961, Fund No. 479-17 Project, in payment for statement attached hereto:

LES GUTHRIE, Photographer
2209 West Olmos Drive
San Antonio, Texas for the sum of \$ 37.00

for services as photographer and pictures on Parcel No. 5307.

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

WILLIAM J. MOORE & ASSOCIATES
Frost National Bank Building
San Antonio, Texas for the sum of \$ 65.85

for oral deposition of the witness and photostatic copies on Parcel No. 2567.

6. PASSED AND APPROVED ON THIS 26th day of March, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32195

ACCEPTING THE BIDS OF JACK ISAMINGER AND OF DUBOSE PROPERTIES FOR CERTAIN PARCELS OF REAL ESTATE AND AUTHORIZING EXECUTION OF DEEDS THERETO FROM THE CITY.

* * * * *

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

SECTION 1. The high bid of Jack Isaminger in the sum of \$9,204.00 for Lot 23, Block 2, New City Block 2182, Except the East 2.2 feet, is hereby accepted.

SECTION 2. The high bid of Dubose Properties, Inc., in the sum of \$3,789 for portions of Lots 4, 5 and 6, Block 55, New City Block 7107, is hereby accepted.

SECTION 3. The City Manager is authorized to execute Special Warranty Deeds to THE ABOVE named purchasers of the parcels described herein, copies of such instruments being attached hereto and incorporated herein for all purposes.

SECTION 4. The terms and conditions of the advertisement for bids and of the bid forms submitted by successful bidders (which are attached hereto) are incorporated herein by reference.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A TRACT OF LAND OUT OF LOTS 4, 5
and 6, BLOCK 55, NCB 7107,
SAN ANTONIO, BEXAR COUNTY, TEXAS,
MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING at a point on the south line of FRESNO DRIVE, said point being 150.00 feet east of the east line of SANTA PAULA AVENUE, said point also being the northwest corner of Lot 4, Block 55, NCB 7107.

THENCE; in an easterly direction along the south line of FRESNO DRIVE, a distance of 111.37 feet to a point on a curve having a radius of 388.00 feet, said point being 11.37 feet east of the northwest corner of Lot 6, Block 55, NCB 7107.

THENCE; in a southwesterly direction along said curve, a distance of 145.96 feet to a point on the west line of Lot 4, Block 55, NCB 7107.

THENCE; in a northerly direction along the west line of said Lot 4, a distance of 93.00 feet to the point of beginning, and containing 4,515 square feet of land, more or less.

SPECIAL WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation, of the County of Bexar, State of Texas, hereinafter called "Grantor", acting by and through Gerald C. Henckel, Jr, its Assistant City Manager, for and in consideration of the sum of Three Thousand, Seven Hundred Eighty-Nine and No/100 (\$3,789.00) to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto DUBOSE PROPERTIES, INC., CALLED "Grantee" herein, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Lots 4, 5 and 6, Block 55, NCB 7107, San Antonio, Bexar County, Texas, more particularly described as follows:

BEGINNING at a point on the south line of Fresno Drive, said point being 150.00 feet east of the east line of Santa Paula Avenue, said point also being the northwest corner of Lot 4, Block 55, NCB 7107.

THENCE, in an easterly direction along the south line of Fresno Drive, a distance of 111.37 feet to a point on a curve having a radius of 388.00 feet, said point being 11.37 feet east of the northwest corner of Lot 6, Block 55, NCB 7107.

THENCE, in a southwesterly direction along said curve, a distance of 145.96 feet to a point on the west line of Lot 4, Block 55, NCB 7107.

THENCE, in a northerly direction along the west line of said Lot 4, a distance of 93.00 feet to the point of beginning, and containing 4,515 square feet of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, THE CITY OF SAN ANTONIO, but not otherwise.

EXECUTED this 27th day of March, A. D., 1964.

CITY OF SAN ANTONIO

BY: /s/ Gerald C. Henckel, Jr.

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

Project: U. S. Hwy. 90 West
Parcel: 638-4938

AN ORDINANCE 32196

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 WILL K. STRIBLING WHOSE ADDRESS IS UNKNOWN, AND IF MARRIED HIS WIFE AND IF DECEASED, THEIR HEIRS AND LEGAL REPRESENTATIVES WHOSE ADDRESSES ARE UNKNOWN AND ANY AND ALL PERSONS INCLUDING ADVERSE CLAIMANTS OWNING OR HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN OR LIEN UPON SAID LAND, AND THE TAXING AUTHORITIES FOR THE CITY OF SAN ANTONIO, THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT AND BEXAR COUNTY, INTERVENORS, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-36 FOR THE PURCHASE OF LOT 6, BLOCK 3, NEW CITY BLOCK 11,321, JENNINGS ADDITION AND BEING AN UNIMPROVED LOT LOCATED ON YANTIS STREET IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$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 Will K. Stribling whose address is unknown, and if married his wife and if deceased, their heirs and legal representatives whose addresses are unknown and any and all persons including adverse claimants owning or having or claiming any legal or equitable interest in or lien upon said land, and the taxing authorities for the City of San Antonio, the Edgewood Independent School District and Bexar County, intervenors, as their interest may appear, said amount being the Award of the Special Commissioners in Condemnation Cause #C-36 for the purchase of Lot 6, Block 3, New City Block 11,321, Jennings Addition and being an unimproved lot located on Yantis Street in San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32197

AUTHORIZING SETTLEMENT OF CAUSE NO. F-152,568, ROSE EVANS GORDON, ET VIR. VS. CITY OF SAN ANTONIO, PAYMENT OF CLAIM OF ROYAL GLOBE INSURANCE FOR AUTO-MOBILE DAMAGES, AND AUTHORIZING PAYMENT OF THE SUM OF \$1,390.00 OUT OF THE GENERAL FUND, ACCOUNT NO. 50-03-01 (CODE 4-10) IN FULL SATISFACTION OF BOTH SUCH CLAIMS.

* * * * *

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

SECTION 1. In consideration of the dismissal with prejudice of Cause No. 152,568, Rose Evans Gordon, et vir, vs. City of San Antonio, and execution of a common law release by Mrs. Rose Evans Gordon and her husband, Louis Gordon, of all personal injury and property damages and the execution of a common law release by Royal Globe Insurance of all automobile damages asserted in the above cause, the sum of \$1,390.00 is hereby authorized to be paid out of the General Fund, Account No. 50-03-01 (Code 4-10), payable as follows:

- (a) \$950.00 to Mrs. Rose Evans Gordon and husband, Louis Gordon, and Maverick, Tynan and Gochman, Attorneys;
- (b) \$440.00 to Royal Globe Insurance.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32198

AUTHORIZING THE PAYMENT OF THE SUM OF \$97,698.00 FOR ONE AIRCRAFT FIRE AND RESCUE TRUCK TO YANKEE WALTER CORPORATION.

* * * * *

WHEREAS, Ordinance 30989 of December 26, 1962, accepted the bid of Yankee Walter Corporation to furnish one aircraft Fire and Rescue truck to the City for the net amount of \$97,698.00, and appropriated said sum out of International Airport Bond & Construction Fund, #803-04, in payment therefor; and

WHEREAS, the bid requirements, among other things, specified that delivery was to be made within 240 Calendar days after receipt of purchase order; and

WHEREAS, said Bidder was required to furnish a performance deposit in the amount of ten per cent of the order; and

WHEREAS, said Bidder did not deliver the above described truck within the time specified; and

WHEREAS, said Bidder should be deemed to have substantially complied with the bid specifications and requirements; NOW, THEREFORE:

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

SECTION 1. Payment of the sum of \$97,698.00 appropriated by Ordinance 30989, to Yankee Walter Corporation and the release of its ten per cent performance deposit are hereby authorized.

SECTION 2. Adoption of this ordinance shall not and does not waive in any respect the warranty and guaranty by said Yankee Walter Corporation of said Aircraft Fire and Rescue Truck.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32199

APPROPRIATING THE SUM OF \$5,700.00 out of the Fire STATION CONSTRUCTION BOND FUND TO PURCHASE NECESSARY MATERIALS FOR DRAINAGE IMPROVEMENTS AND PAVING OF THE NEW FIRE TRAINING SITE.

* * * * *

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

SECTION 1. The sum of \$5,700.00 is hereby appropriated out of the Fire Station Construction bond Fund #479-04 for the purpose of purchasing materials to be used in paving the immediate area of the new Fire training site and also for certain drainage improvements pertaining to the site.

SECTION 2. Said paving and drainage work is to be performed by the Department of public Works with its equipment and employees.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32200

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE OF TEXAS PERTAINING TO THE ILLUMINATION OF THE SAN ANTONIO URBAN EXPRESSWAY FROM INTERSTATE HIGHWAY 35 - INTERSTATE 10 INTERCHANGE TO PROBANDT STREET.

* * * * *

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 by participating in the cost of the construction, maintenance and operation of said Street Illumination System, conditioned that the City as contemplated by senate bill 415, Acts 46th Legislature, Regular Session, will enter into an agreement with the State for determining the responsibility of the parties with reference thereto; and

WHEREAS, the City Council has by Resolution dated February 20, 1964, accepted Highway Commission Minute Order No. 53782 covering the illumination of I. H. 10 from the I. H. 35 - I. H. 10 interchange to Probandt Street; NOW, THEREFORE:

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

SECTION 1. That since the convenience and safety of the City and the people of the City require it, said Street Illumination System shall be constructed, operated and maintained.

SECTION 2.. That the City Manager be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance. Said contract is attached hereto and made a part hereof.

SECTION 3. The City Clerk is hereby directed to attest the agreement and contract and to affix the proper seal of the City thereto.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

- - -
AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STREET ILLUMINATION SYSTEM
- WITHIN MUNICIPALITY

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement made this 26th day of March, 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 26th day of March, 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 construction, maintenance and operation of the Street illumination system on the San Antonio Urban Expressway from the Interstate Highway 35-Interstate Highway 10 Interchange to Probandt Street, the route of Interstate Highway 10, and hereinafter referred to as the "Street Illumination system", and

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 Construction, maintenance and operation of said street illumination system, conditioned that the City, as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into an agreement 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 promises 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. 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 streets and public ways within the incorporated limits of such City, and that the City has requested and consented to the construction, maintenance and operation of the street illumination system, and the State in assisting in the Construction, operation and maintenance work does so at the special instance and request of the City.

The section of highway and city street covered by this agreement is designed as a Freeway as defined by House Bill No. 451, Acts 52nd Legislature, Regular Session. The "Freeway Lanes" are the inner pavement lanes designed to serve through traffic and are supported by "Frontage Streets", or outer streets, designed to serve abutting property and adjacent areas. Entrance and exit ramps connect the Freeway Lanes with the Frontage Streets. The street illumination system to be constructed in accordance with the terms of this agreement shall provide for illumination of the Freeway Lanes including entrances and exit ramps and other Freeway traffic interchange installations. The joint responsibilities of the City and State for the construction, maintenance and operation of this street illumination system will be in accordance with the following provisions.

2. Construction Responsibilities

The State will prepare or provide for the plans and specifications, advertise for bids, and let the construction contract, or otherwise provide for the construction, and will supervise the construction, reconstruction or betterment work as required by said plans. As the project is developed to the construction stage, either as a unit or in increments, the State will submit plans of the proposed work to the City and will secure the City's consent to construct the facility according to such plans prior to awarding a contract.

The cost of the preliminary engineering performed by the State's employees in preparing plans and specifications, advertising for bids and letting of the construction contract will be borne by the State. The cost of the construction engineering performed by the State in supervising the construction work required by the plans and specifications will be shared by the State and the City, with one-half the cost borne by the City and one-half borne by the State.

It is agreed by both parties hereto that the Street illumination system shall be designed to provide an initial average illumination of approximately 0.8 foot-candle on the pavement surface, and that the type of illumination shall be determined by utilizing as a

guide the current standard of the Illuminating Engineering Society. It is understood that the illumination intensity is stated in this agreement for the purpose of arriving at a preliminary mutual understanding upon which to base design, and that the illumination intensity may vary on sections or portions of the project as may be found desirable by subsequent engineering studies. Final approval of the amount and extent of illumination shall be evidenced by the approval of both parties of the construction plans.

All costs of constructing the street illumination system, including but not limited to such items as conduits, lamp standards, mast arms, reflector units, lamps, bowls, electrical conductors, wiring, etc., will be financed on a co-operative basis, and one-half the cost of such construction will be borne by the City and one-half by the State.

Prior to such time as it is the desire of the City and the State to receive bids for the construction of the street illumination system covered by this agreement, a separate agreement will be made to cover the financing of each specific project.

3. Maintenance and Operation Responsibilities

A. The City hereby agrees at its expense to furnish the electric energy required for proper operation of the street illumination system, such electric energy to be provided at points on the street illumination system as designated by the State. The City Further agrees to maintain and operate the street illumination system in an efficient and slightly condition.

B. (1) The State hereby agrees to reimburse the City in an amount not to exceed 50% of the cost of the electric energy used by the street illumination system and not to exceed 50% of the cost of the work performed in maintaining the operating the street illumination system in an efficient and slightly condition.

(2) The City and State accept their respective responsibilities as hereinabove defined based upon a pre-determined per lamp total cost of \$40.00 per year. This charge includes cost for electric energy used by the street illumination system and material, labor and equipment costs for normal maintenance of the system. It does not include the following maintenance:

- (a) Replacement of standards and fixtures that are destroyed or damaged.
- (b) The repairing of buried cable.
- (c) Major repair or replacement of primary transformers.
- (d) Major glass breakage.

These major items of maintenance shall be provided for by the City on a force account basis and one-half of the cost of materials and labor shall be borne by the state.

(3) All requests to the State for payments in accordance with the State's agreed participation in the maintenance and operation costs shall be properly certified and submitted by the City (or the Power Company, if elected by the City) to the District Engineer of the State Highway Department of San Antonio, Texas. Such requests for payment shall be in accordance with forms prescribed by the State Highway Department and shall be submitted at not less than monthly intervals.

(4) The City will assume maintenance and operation on a date to correspond with the date that construction of the street illumination system is completed and accepted by the State. If the illumination system is constructed by sections this provision shall apply to each such separately constructed section.

(5) This section of this agreement, Section 3 headed "Maintenance and Operation Responsibilities", in respect to the City's responsibility for maintaining and operating the street illumination system and the State's responsibility for 50% participation in the cost thereof shall remain in force for a period of two years from date that maintenance and operation responsibilities are first assumed by the City, after which this section of the agreement will be renewed or a new agreement executed covering these responsibilities. It is understood that all other provisions of this agreement shall remain in full force and effect.

4. General

It is understood that the State's financial participation in construction, maintenance and operation will not extend to or include the construction and maintenance of any primary lines or incidental equipment necessary to connect the Freeway illumination system with power stations.

It is understood that the State shall participate in the maintenance and operation work 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 City as created here in shall terminate if and when the project is no longer the route of a state Highway.

The Street illumination system shall be jointly owned by the City and State without the right of either party to act independently of the other to sell, donate, or by any other means to relinquish its pro rata ownership interest, or any part thereof, to any third party provided that division of property and equipment shall ultimately be made in the manner heretofore agreed upon. Unless established by subsequent agreement, approved by both parties, neither the City nor the State shall have the right to remove or relocate any part of the Street illumination system except as necessary to accomplish replacement of unserviceable items as required in the normal maintenance and upkeep of the illumination system.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the 26th day of March, 1964, and the State Highway Department on the 13th day of April, 1964.

CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann
City Clerk

BY: Gerald C. Henckel, Jr.
Asst. 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: /s/ J. C. Dingwall
~~Administrative Engineer~~
Asst. State Highway Engineer

APPROVAL RECOMMEND:

/s/ Herbert F. Helyms
District Designing Engineer

/s/ R. O. Lyton
District Engineer

/s/ F. S. Huff
Chief Engineer of Highway Design

AN ORDINANCE 32201

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

* * * * *

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

SECTION 1. The pay schedule for the City as adopted on July 24, 1963, Ordinance 31590, in the City Budget for the fiscal year 1963-1964, as amended, is hereby amended in accordance with the schedule attached hereto, marked "Exhibit A", which is incorporated herein by reference.

SECTION 2. The salary of the City Manager of the City of San Antonio is hereby set at \$25,000.00 per year, with an expense account of \$2,400.00 per year.

SECTION 3. The salaries of the Judges of the Corporation Court are increased as follows:

- a. Mike M. Machado from \$830 to \$870 per month
- b. Lawrence C. Lang " \$770 " \$805 per month
- c. James Tafolla " \$735 " \$770 per month

SECTION 4. These changes in pay and salaries provided above shall become Effective April 1, 1964. An emergency exists for the immediate preservation of the public peace, property, health, welfare, and safety, requiring that this ordinance become effective immediately; therefore, upon passage, this ordinance by an affirmative vote of six (6) members of the City Council, shall be effective from and after the date of its passage as provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 26th day of March, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT "A"

CLASS TITLE	PRESENT PAY RANGE		PROPOSED PAY RANGE	
	NUMBER	RANGE	NUMBER	RANGE
<u>POLICE</u>				
Pre-Police Student		350 Base Rate		350
Patrolman & Policewoman (Probationary)		370		370
Patrolman(Upon Completion of Probationary Period)		380) Base Rate		380 BASE RATE
(6 months after completion of Prob. Period)		380)		410
(18 months after completion of Prob. Period)		410		440
Policewoman (Upon Completion of Probationary Period)		380)		380 BASE RATE
(6 months after completion of Prob. Period)		380) BASE RATE		410

	NUMBER	RANGE	NUMBER	RANGE
Policewoman (18 months after completion of Prob. Period)		410		440
Police Detective-Investigator		420		460
Police Sergeant		455		485
Police Lieutenant		505		535
Police Captain		565		595
Police Inspector		650		680

FIRE

Fireman (Probationary)		330		330
Fireman (Upon Completion of Probationary Period)		360	} BASE RATE	360 BASE RATE
(6 months after completion of Prob. Period)		360		390
(18 months after completion of Prob. Period)		390		420
Fire Engineer		405		440
Fire Lieutenant		440		470
Fire Captain		460		500
Fire Alarm Operator III		480		510
Fire Prevention Inspector III		480		510
Fire District Chief		520		550
Second Assistant Fire Chief		555		600
First Assistant Fire Chief		580		650

CLASS TITLE	PRESENT PAY RANGE		PROPOSED PAY RANGE		INCREASE IN STEPS
	NUMBER	RANGE	NUMBER	RANGE	

DEPARTMENT HEADS

Administrator of Public Welfare	31	580-760	35	695-910	4
Assistant City Manager	44	1050-1350	45	1100-1400	1
City Clerk	33	635-830	34	665-870	1
Director of Housing & Inspections	36	725-955	37	760-1000	1
Director of Traffic & Transportation	38	795-1050	39	830-1100	1
Finance Department Head	39	830-1100	40	870-1150	1
Fire Department Head	38	795-1050	39	830-1100	1
Legal Department Head	43	1000-1300	44	1050-1350	1
Library Director	36	725-955	39	830-1100	3
Parks & Recreation Department Head	38	795-1050	39	830-1100	1
Personnel Department Head	36	725-955	37	760-1000	1
Planning Department Head	38	795-1050	39	830-1100	1
Police Department Head	38	795-1050	39	830-1100	1
Public Works Department Head	40	870-1150	41	910-1200	1

ALL OTHERS	PRESENT PAY RANGE		PROPOSED PAY RANGE		INCREASE IN STEPS
	NUMBER	RANGE	NUMBER	RANGE	

Accountant I	20	360-465	21	375-485	1
Accountant II	24	425-555	25	445-580	1
Accountant Clerk	14	280-360	15	290-375	1
Administrative Clerk	21	375-485	22	390-505	1
Agronomist	21	375-485	23	405-530	2
Airport Maintenance Superin- tendent	26	465-605	27	485-635	1
Airport Manager	25	445-580	28	505-665	3
Airport Planner	24	425-555	25	445-580	1
Animal Warden	10	240-300	11	250-315	1
Assistant Building Maintenance Superintendent	21	375-485	22	390-505	1
Assistant Library	31	580-760	32	605-795	1
Assistant Parks Superin- tendent	23	405-530	24	425-555	1
Assistant Purchasing Agent	23	405-530	25	445-580	2
Assistant Recreation Super- intendent	25	445-580	26	465-605	1
Athletics Supervisor	22	390-505	23	405-530	1
Attorney I	23	405-530	24	425-555	1
Attorney II	29	530-695	30	555-725	1
Automotive Bodyman	15	290-375	16	300-390	1
Automotive Mechanic	15	290-375	16	300-390	1
Automotive Mechanic Helper	10	240-300	11	250-315	1
Automotive Mechanic Foreman	19	345-445	20	360-465	1
Automotive Shop Foreman	24	425-555	25	445-580	1
Blacksmith	11	250-315	15	290-375	4
Budget Analyst I	20	360-465	21	375-485	1
Budget Analyst II	24	425-555	25	445-580	1
Building Custodian	6	200-260	7	210-270	1
Building Inspector I	17	315-405	18	330-425	1
Building Inspector II	20	360-465	21	375-485	1
Building Inspector Super- visor	22	390-505	23	405-530	1
Building Maintenance Fore- man I	11	250-315	13	270-345	2

CLASS TITLE	PRESENT PAY RANGE		PROPOSED PAY RANGE		INCREASE IN STEPS
	NUMBER	RANGE	NUMBER	RANGE	
Building Maintenance Foreman II	18	330-425	19	345-445	1
Building Maintenance Superintendent	26	465-605	27	485-635	1
Buyer I	17	315-405	18	330-425	1
Buyer II	20	360-465	21	375-485	1
Carpenter	17	315-405	18	330-425	1
Carpenter Foreman	18	330-425	19	345-445	1
Case Records Supervisor	9	230-290	10	240-330	1
Case worker	19	345-445	20	360-465	1
Casework Supervisor	22	390-505	23	405-530	1
Cashier	11	250-315	12	260-330	1
Cemetery Superintendent	22	390-505	23	405-530	1
Chainman	7	210-270	8	220-280	1
Chief Construction Inspector	26	465-605	27	485-635	1
Chief Heating & Air Conditioning Inspector	20	360-465	21	375-485	1
City Planner II	24	425-555	25	445-580	1
City Planner III	29	530-695	30	555-725	1
Clerical Aide	3	170-230	5	190-250	2
Clerk I	7	210-270	8	220-290	1
Clerk II	10	240-300	11	250-315	1
Clerk III	17	315-405	18	330-425	1
Clerk Steno I	8	220-280	9	230-290	1
Clerk Steno II	12	260-330	13	270-345	1
Clerk Typist I	7	210-270	8	220-280	1
Clerk Typist II	10	240-300	11	250-315	1
Clinic Nurse I	15	290-375	16	300-390	1
Clinic Nurse II	18	330-425	19	345-445	1
Communications Clerk	8	220-280	9	230-290	1
Communications Technician	21	375-485	22	390-505	1
Communications Technician Asst. Supervisor	22	390-505	23	405-530	1
Communications Technician Supervisor	25	445-580	26	465-605	1
Communications Technician Trainee	5	190-250	6	200-260	1
Concrete Finisher	18	1.90-2.10	19	2.00-2.20	1
Construction Inspector I	12	260-330	13	270-345	1
Construction Inspector II	18	330-425	19	345-445	1
Custodial Worker	5	190-250	6	200-260	1
Draftsman II	17	315-405	18	330-425	1
Draftsman Supervisor	19	345-445	20	360-465	1
Drainage Supervisor	20	360-465	21	375-485	1
Drainage Superintendent	26	465-605	27	485-635	1
Driver Checker	7	210-270	8	220-280	1
Electrical Inspector	21	375-485	22	390-505	1
Electrical Inspector Supv.	23	405-530	24	425-555	1
Electrician	20	360-465	21	375-485	1
Electrician Supervisor	22	390-505	23	405-530	1
Engineer's Assistant I	21	375-485	22	390-505	1
Engineer's Assistant II	24	425-555	25	445-580	1
Equipment Operator I		1.30-1.40		1.35-1.40-1.50	1
Equipment Operator II		1.50-1.70		1.60-1.70-1.80	1
Equipment Operator III		1.90-2.10		2.00-2.10-2.20	1
Executive Assistant	22	390-505	23	405-530	1
Fingerprint Classifier	15	290-375	16	300-390	1
First Assistant City Clerk	25	445-580	26	465-605	1
Garage Attendant	7	210-270	8	220-280	1
Garbage Route Supervisor	18	330-425	19	345-445	1
Garbage Superintendent	21	375-485	22	390-505	1
Gardener	7	210-270	8	220-280	1
General Program Supervisor	21	375-485	22	390-505	1
Golf Starter	2	160-220	6	200-260	4
Graduate Nurse	15	290-375	16	300-390	1
Greenskeeper	17	315-405	18	330-425	1
Ground Hostess	6	200-260	9	230-290	3
Ground Hostess Supervisor	9	230-290	12	260-330	3
Heating & Air Conditioning Inspector	17	315-405	18	330-425	1
Heavy Equipment Mechanic	17	315-405	18	330-425	1
Horticulturist	21	375-485	23	405-530	2
Insect and Rodent Controlman	7	210-270	8	220-280	1
Instrument Man	13	270-345	14	280-360	1
Junior Communications Technician	14	280-360	15	290-375	1
Junior Engineer	26	465-605	27	485-635	1
Laborer		1.20-1.30		1.25-1.30-1.35	1
Labor Foreman I		1.35-1.55		1.45-1.65	1
Labor Foreman II		1.50-1.70		1.60-1.80	1
Landscape Architect	26	465-605	28	505-665	2
Lay Inspector	16	300-390	17	315-405	1
License & Dues Inspector	13	270-345	14	280-360	1
Librarian I	19	345-445	21	375-485	2
Librarian II	22	390-505	24	425-555	2
Librarian III	24	425-555	26	465-605	2

CLASS TITLE	PRESENT PAY RANGE		PROPOSED PAY RANGE		INCREASE IN STEPS
	NUMBER	RANGE	NUMBER	RANGE	
Library Assistant I	10	240-300	12	260-330	2
Library Assistant II	14	280-360	16	300-390	2
Line Attendant	9	230-290	10	240-300	1
Maintenance Repairman	9	230-290	10	240-300	1
Market Assistant	9	230-290	10	240-300	1
Market Supervisor	13	270-345	14	280-360	1
Material Checker	5	190-250	6	200-260	1
Material Testing Techni- cian I	14	280-360	15	290-375	1
Material Testing Techni- cian	18	330-425	19	345-445	1
Medical Social Worker	20	360-465	21	375-485	1
Messenger	3	170-230	5	190-250	2
Minimum Housing Inspector	19	345-445	20	360-465	1
Multilith Operator	9	230-290	11	250-315	2
Municipal Enterprise Manager	17	315-405	18	330-425	1
Museum Curator	18	330-425	19	345-445	1
Museum Custodian	4	180-240	5	190-250	1
Museum Librarian	12	300-390	13	315-405	1
Nurse Aide	3	170-230	5	190-250	2
Nurseryman	16	300-390	17	315-405	1
Painter	17	315-405	18	330-425	1
Painter Foreman	18	330-425	19	345-445	1
Parking Meter Mechanic	9	230-290	12	260-330	3
Parking Meter Mechanic Supervisor	11	250-315	14	280-360	3
Park Maintenance Foreman	17	315-405	18	330-425	1
Park Maintenance Man		1.20-1.30		1.25-1.35	1
Park Maintenance Supervisor	20	360-465	21	375-485	1
Parks Construction Supervisor	20	360-465	21	375-485	1
Parks Superintendent	26	465-605	28	505-665	2
Personal Property Appraiser	20	360-465	22	390-505	2
Personnel Investigator I	18	330-425	19	345-445	1
Personnel Investigator II	20	360-465	21	375-485	1
Personnel Technician I	21	375-485	22	390-505	1
Photographer	13	270-345	16	300-390	3
Plasterer	15	290-375	16	300-390	1
Playground Leader	12	260-330	15	290-375	3
Playground Supervisor	18	330-425	20	360-465	2
Plumber	19	345-445	20	360-465	1
Plumbing Inspector	21	375-485	22	390-505	1
Plumbing Inspector Super- visor	22	390-505	23	405-530	1
Posting Machine Operator	11	250-315	12	260-330	1
Professional Engineer I	29	530-695	30	555-725	1
Professional Engineer II	31	580-760	32	605-795	1
Professional Engineer III	33	635-830	34	665-870	1
Public Health Investigator	16	300-390	20	360-465	4
Public Health Nurse I	18	330-425	19	345-445	1
Public Health Nurse II	21	375-485	22	390-505	1
Public Health Nurse III	23	405-530	24	425-555	1
Public Health Nursing Director	24	425-555	25	445-580	1
Public Information Officer	26	465-605	28	505-665	2
Public Works Fiscal Officer	25	445-580	26	465-605	1
Purchasing Agent	29	530-695	30	555-725	1
Real Property Appraiser	20	360-465	22	390-505	2
Receptionist	8	220-280	9	230-290	1
Recreation Attendant		1.15		1.20	1
Recreation Specialist	11	250-315	13	270-345	2
Recreation Superintendent	29	530-695	30	555-725	1
Registrar Vital Statistics	19	345-445	20	360-465	1
River Maintenance Supervisor	14	280-360	15	290-375	1
Rodman	9	230-290	10	240-300	1
Safety Director	29	530-695	30	555-725	1
Safety Inspector	19	345-445	20	360-465	1
Sanitarian I	15	290-375	16	300-390	1
Sanitarian II	19	345-445	20	360-465	1
Sanitarian III	23	405-530	24	425-555	1
School Crossing Guard (Part Time)		1.20		1.25	1
School Crossing Guard Supervisor		1.30		1.30	
Seasonal Cashier	5	190-250	6	200-260	1
Secretary	17	315-405	18	330-425	1
Section Foreman	18	330-390	19	345-405	1
Senior Assistant City Attorney	31	580-760	32	605-795	1
Senior Inspector	22	390-505	23	405-530	1
Senior Map and Records Clerk	19	345-445	20	360-465	1
Sewage Plant Attendant	7	210-270	8	220-280	1
Sewage Plant Equipment Operator II	18	330-425	19	345-445	1
Sewage Plant Maintenance Supervisor	20	360-465	21	375-485	1
Sewage Plant Superintendent	21	375-485	22	390-505	1
	24	425-555	25	445-580	1

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

AN ORDINANCE 32202

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

* * * * *

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

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

(Case No. 2108)

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

Lot 1, NCB 12117