

5268 - 5268A
5294
5295
5300
5384-85

121 Mildred
813 Guadalupe
811 Guadalupe
810 Guadalupe
303 Blunt

6. PASSED AND APPROVED thid 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,788

AUTHORIZING THE PAYMENT OF THE SUM OF \$1700.00 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY WATER CORPORATION.

* * * * *

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

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

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

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

1. The sum of \$1700.00 is hereby authoized to be paid out of Sewer Rental Pledge Fund No. 204 to reimburse the following named parties for the fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$300.00 payable to Humphrey Price Company, 503 Busby, San Antonio, Texas for connections at 3206 Albin, 3210 Albin and 3222 Oakleaf, Sewer Permits L-8294 and L-8295;

b. \$1,400.00 payable to A.A. Shepherd Roofing and Supply Company, 4203 McCullough, San Antonio, Texas, for connections at 4111 and 4103 Moana; 4106, 4114, 4118, 4122, 4423, 4402, and 4427 Bikini; 6911 and 6915 Palm Bay; 218, 230 and 210 Goodhue, Sewer Permits L-8044, L-8045, L-8046, L-6699, L-7122 and L-5227.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,789

APPOINTING MEMBERS OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1962.

* * * * *

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

1. W.C. Cunningham, Les Edgar and Lester Klein, are hereby appointed members of the Board of Equalization for the Tax Year 1962.

2. W. C. Cunningham is hereby appointed chairman of said Board.

3. The Board of Equalization shall be paid \$50.00 per day for each day devoted to their duties as Board members, provided that no member shall be paid for more than 36 working days.

4. The Board of Equalization shall meet on October 3rd 1962, and shall complete its work by December 31, 1962, unless said term is extended by ordinance.

5. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

MANIFESTING THE OPPOSITION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO THE PROPOSED TRIAL DE NOVO AMENDMENT TO THE STATE CONSTITUTION, KNOWN AS AMENDMENT #14.

* * * * *

WHEREAS, the last session of the Stae Legislature passed House Joint Redolution #32, by the terms of which a proposition to amend the State Constitution will be submitted to the voters at the November general election; and,

WHEREAS, the proposed amendment, if adopted, will seriously impair the separation of

powers section of the Constitutuon, which section of the Constitution is the basis of the system of checks and balances within the State Government; and,

WHEREAS, the passgae of such amendment would serve as a basis for the State Legislature's seriously impairing the traditional functions of the executive and judicial departments, respectively, of the State Government; and,

WHEREAS, the overall effect of the passage of such amendment would have thennet result of undermining and degrading the functions of the executive and judicial departments and would thus seriously impair the traditional democratic processes for which our form of government has stood for almost 200 years; and,

WHEREAS, almost all City and County Governments, as well as numerous members of the Judiciary and of the State Bar Association, have evinced their complete opposition to the proposed amendment; NOW, THEREFORE:

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

1. The governing body of the City of San Antonio hereby declares its position as being inalterably opposed to the proposed trial de novo amendment to the State Constitution and hereby officially pronounces such position through the medium of this resolution.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,791

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 inculde the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1759)

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

Lot 13, NCB 6314

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 procided 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 3rd day of October, 1962.

Walter C. Gunstream,
M A Y O R P R O T E E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,792

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 Commisssoners 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. 1716)

The rezoning and reclassification of property from "E" Office District to "JJ" Commercial District listed as follows:

The west 47.62' of Lot 19, Blk 5, NCB 812

- 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 with and the same are available and open to the public for inspection.
- 4. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,793

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. 1756)

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

Lot 14, NCB 7883

- 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 3rd day of October, 1962.

Walter C. Gunstream,
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,790

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. 1738)

The rezoning and reclassification of property from "A" Residence District to "E" Office District listed below:

Lot 40, NCB 11880

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 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,794

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. 1744)

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

Lot 11, and the east 12.5' of Lot 10, NCB 1859

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 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,795

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. 1640)

The rezoning and reclassification of property listed as follows:
Lots 4-12 and that portion of Lots 13-25, NCB 10163 presently zoned "J" Commercial, from "J" Commercial District to "C" Residence District; and that portion of Tract 2 and E, NCB 9487 presently zoned "J" from "J" Commercial District to "C" Residence District;

From "C" Residence, "F" Local Retail and "J" Commercial to "A" Residence District:

Lots 1-5 NCB 9826	) (	Lots 288-297 NCB 9490	) (	Lots 1-13 & NCB 9496
Lots 1-16 " 9827	) (	Lots 22-27 " 9491	) (	96-104
Lots 1-29 " 9828	) (	Lots 34-38 & " 9492	) (	Lots 92-95 " 9497
Lots 1-7 " 9829	) (	Lots 81-85	) (	Lots 2-9 " 9798
1,2,272 " 9488	) (	Lots 39-45 & 73-80 9493	) (	Lots 1-22 " 9799
273 &		46-54 & 65-72 9494	) (	Lots 2-23 & " 9801
274		105-112, 5-13 9495		3 acre Tract
Lots 1-14, " 9489	&	Tract 2		Lots 1-6 " 9802
& 275-287				

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 3rd day of October, 1962.

Walter C. Gunstream,
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,796

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. 1654)

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

Lot 3, NCB 12160 from "A" Residence District to "D" Apartment District;

Lot 2, NCB 12160 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED on the 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

MANIFESTING THE INTENT OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO ACCEPT THE TERMS OF STATE HIGHWAY DEPARTMENT MINUTE ORDER #51835 IN CONNECTION WITH THE DEVELOPMENT OF AN ACCESS ROAD BETWEEN THE NEW EXPRESSWAY ROUTE OF U.S. HIGHWAY 90 AND THE KELLY FIELD MILITARY ESTABLISHMENT, SUBJECT TO A CERTAIN PROVISIO WITH RESPECT TO MAINTENANCE THEREOF.

* * * * *

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

1. The City Council of the City of San Antonio hereby manifests its intention to accept the terms of Minute Order #51835 of the State Highway Department, a copy of which Minute Order is attached hereto, marked Exhibit A, and expressly made a part hereof.
2. Such intnet, however, subject to the express agreement by the Highway Commission that the Highway Department maintain the right-of-way once the project is completed, it being understood that by the terms of the subject Minute Order the City will maintain and operate the lighting and total drainage systems in connection with the project.
3. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,797

AUTHORIZING THE TRANSFER OF AN ADDITIONAL SUM OF \$3,450.00 FROM SPECIAL PROJECTS ACCOUNT #30-01-01, PUBLIC IMPROVEMENTS UNALLOCATED, TO SPECIAL PROJECTS ACCOUNT #11-05-02 SAN ANTONIO RIVER IMPROVEMENTS, PAYABLE TO THE CITY WATER BOARD, IN CONNECTION WITH THE SAN ANTONIO RIVER WALK IMPROVEMENT PROGRAM.

* * * * *

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

1. Transfer of the additional sum of \$3,450.00 from Special Projects Account #30-01-01 Public Improvements Unallocated, to Special Projects Account #11-05-02, San Antonio River Improvements, payable to the City Water Board, in connection with the San Antonio River Walk Improvement Program, is hereby authorized.
2. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,798

AUTHORIZING APPLICATION BY THE CITY TO THE UNITED STATES FOR A RELEASE OF CONDITIONS ON THE USE OF EAST KELLY OUTFALL STORM SEWER LINE, AND AUTHORIZING PAYMENT OF THE SUM OF \$4,500.00 THEREFOR OUT OF STORM DRAINAGE BOND FUND, 1957, #479-13.

* * * * *

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

1. The City Manager is authorized to negotiate with the Secretary of Health, Education and Welfare, and any other agency of the United States having jurisdiction over the subject, to obtain a release of the restrictions on use of the East Kelly Outfall Storm Sewer Line contained in the deed without warranty to the City dated October 19, 1960, and to execute any documents on behalf of the City required in obtaining such release.
2. The sum of \$4,500.00 is hereby appropriated out of Storm Drainage Bond Fund, 1957, #479-13, payable to the appropriate agency of the United States of America for the afroementioned release.
3. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN - City Clerk

AN ORDINANCE 30,799

*Amended
Ord # 32665
8/31/64*

AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY AND THE SAN ANTONIO CHAMBER OF COMMERCE PROVIDING THAT MUNICIPAL ADVERTISING DURING THE YEAR ENDING JULY 31, 1963, SHALL BE CARRIED OUT BY THE CHAMBER; AND APPROPRIATING THE SUM OF \$76,000.00 FROM UNAPPROPRIATED SURPLUS GENERAL FUND TO GENERAL FUND ACCOUNT #50-19-01 AND AUTHORIZING PAYMENT FROM SAID ACCOUNT OF THE SUM OF \$200,000.00 TO THE SAN ANTONIO CHAMBER OF COMMERCE.

* * * * *

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

- 1. The City Manager is authorized to execute a contract between the City and the San Antonio Chamber of Commerce providing for municipal advertising during the one-year period ending July 31, 1963. A copy of said contract is attached hereto and incorporated herein for all purposes.
- 2. The sum of \$76,000.00 is appropriated from Unappropriated Surplus General Fund to General Fund Account #50-19-01 and payment of the sum of \$200,000.00 out of Account #50-19-01 to the San Antonio Chamber of Commerce pursuant to the terms of the aforementioned agreement is hereby authorized.
- 3. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AGREEMENT

STATE OF TEXAS X
 X
COUNTY OF BEXAR X

The City of San, hereinafter called "City", and the San Antonio Chamber of Commerce, Inc., a Texas Corporation, hereinafter called "Chamber", hereby agree and contract as follows:

I.

Chamber hereby agrees, during the period beginning August 1, 1962, and ending July 31, 1963, to be responsible for all municipal advertising and publicity for the purpose of increasing the growth of the City of San Antonio, improving same, and benefiting its inhabitants, it being the intent and purpose of this agreement that Chamber will be responsible for all advertising which the City of San Antonio is empowered to engage in pursuant to Section 3, Paragraph 6 (7) of the City Charter. In this connection, Chamber agrees and binds itself.

A. To continue to study and analyze the resources of the City of San Antonio for the purpose of preparing a program of work, advertising and publicity, designed to encourage industries to locate in said City and to increase the flow of tourists to San Antonio.

B. To prepare advertising plans and to carry them out in the best interests of the City of San Antonio.

C. To write and design or cause to be written and designed (including purchase of the necessary art work), a municipal advertising campaign.

D. To plan and produce or to cause to be planned and produced, the necessary subsidiary promotion matter, such as booklets, window displays and trade advertising campaigns.

E. To buy space or time in all appropriate media at the best possible rates.

F. To verify all insertions in publications, and/or other media, for appearance, date, position, time, size and mechanical reproduction.

G. To submit to the City Manager on or before November 15, 1962, a proposed budget for the fiscal year ending July 31, 1963, to replace the present proposed budget, indicating in detail the civic advertising program for said period.

H. To file with the City Clerk of the City of San Antonio, quarterly reports concerning the progress of the advertising campaign, including a financial report, in a form approved by City's Director of Finance, showing the amount of money expended in connection with such campaign during the preceding three months. Said reports, each covering the preceding three calendar months, shall be submitted not later than December 1, 1962, March 1, 1963, June 1, 1963, and September 1, 1963.

I. To pay all expenses incurred in connection with such advertising and publicity campaign, it being expressly understood that Chamber shall have no power to bind the City in any

way or to obligate the funds of City in any manner.

J. To employ, and be solely responsible for the pay of all qualified personnel reasonably necessary to enable Chamber to carry out its obligations hereunder in a workmanlike and professional manner.

K. To maintain in normal condition and use for the contract period City equipment as shown on Exhibit "A" attached to the contract for the period ending July 31, 1963, approved by Ordinance #29848 on September 20, 1961, together with any other equipment purchased from these funds for this program.

L. To submit on or before June 1, 1963, a proposed budget and civic advertising program for the City's consideration in preparation of a possible future contract.

II

As consideration for the services to be rendered by Chamber under this contract, City agrees to pay to Chamber the sum of \$200,000.00 in the following manner: The sum of \$25,000.00 on October 5, 1962, and payments on the balance upon submission on the 1st day of each month thereafter to the City Manager by the Executive Vice-President of the Chamber of requests therefor, based upon payments received and expenditures and encumbrances made to date and expenditures anticipated for the ensuing month. It is expressly agreed and understood that all of said amount shall be utilized by Chamber solely in furtherance of the advertising campaign contemplated by this contract.

III

Chamber expressly agrees that on or before September 15, 1962, it will furnish the City Council a complete report of its actions and services in connection with such campaign including a complete and detailed financial statement. Should the amount so expended or committed be less than the sum paid hereunder to Chamber by the City, the unspent portions of such funds shall be paid by Chamber to City on or before September 15, 1962.

IV

This constitutes the entire agreement between the Chamber and the City, it being understood that the City Charter requires all contracts be in writing.

Executed in duplicate originals this 3rd day of October, 1962.

ATTEST: /s/ Alice Paulh

SAN ANTONIO CHAMBER OF COMMERCE

BY: /s/ Melvin Sisk
Vice President

BY: /s/ David A. Harner
Assistant City Manager

AN ORDINANCE 30,800

DECLARING THE NECESSITY FOR CITY-WIDE COOPERATION BETWEEN THE LOCAL GOVERNMENT AND ITS CITIZENS WITH RESPECT TO CIVIL DEFENSE; AND EXEMPTING THE CITY FROM LIABILITY, PURSUANT TO THE TERMS OF SECTION 7, ARTICLE 6889-4, R.C.S. OF TEXAS, AND FURTHER EXEMPTING CERTAIN PRIVATE INDIVIDUALS OWNING AND CONTROLLING REAL ESTATE FROM LIABILITY IN CONNECTION WITH THE LOCAL CIVIL DEFENSE PROGRAM.

* * * * *

WHEREAS, an immediate necessity exists for providing for Civil Defense and for the prevention of loss of life in the event of any eminent nuclear attack; and

WHEREAS, The Federal Government, through the Department of Defense, has fostered a plan whereby local governments, in cooperation with local private organizations, may further this end; and

WHEREAS, part of the aforesaid plan involves local merchants making their premises available as fallout shelters and as storage places for food and water; and

WHEREAS, the State Legislature, in cooperation with the National Civil Defense Program, has passed Article 6889-4, R. C. C. of Texas, providing among other things that local governments shall be immune from liability for the death of or any injury of any persons or for any damage to property as a result of the local government's participation in the Civil Defense Program; and

WHEREAS, it is deemed necessary, in fairness to local merchants cooperating with the City government in allowing their premises to be used as fallout shelters and for storage places for food and water, to provide for their immunization from liability in connection with such activities; NOW, THEREFORE:

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

L. There is hereby declared to be necessity for city-wide cooperation between the City Government and its citizens with respect to Civil Defense.

2. The participation by the City of San Antonio in the Civil Defense Program is hereby declared to be an exercise of the City's governmental function for the protection of the public peace, health and safety and neither the City of San Antonio, the Agents and representatives of said City, or any individual, receiver, firm, partnership, corporation, association, or trustee, or any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to person or property as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of San Antonio a license or privilege or otherwise permits the City to inspect, designate and use the whole or any part of parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

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

4. PASSED AND APPROVED this 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

ADOPTING AND SUPPORTING THE JOINT LETTER OF THE CITY WATER BOARD AND THE SAN ANTONIO RIVER AUTHORITY IN RESPECT TO NEGOTIATIONS FOR SUPPLEMENTAL SURFACE WATER SUPPLY.

* * * * *

WHEREAS, representatives of the Texas Water Commission, the City Water Board, the San Antonio River Authority, the Guadalupe-Blanco River Authority, and the Edwards Underground Water District will meet in San Angelo for a preliminary discussion on a supplemental water supply for the City of San Antonio, and

WHEREAS, Mr. V.H. Braunig, Manager of the San Antonio River Authority, and Mr. Bruce E. Sasse, Manager of the City Water Board, have signed a joint letter addressed to Mr. R.H. Vahrenkamp, Manager of the Guadalupe-Blanco River Authority, stating the agreed position of the two agencies with respect to such negotiations;

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

That the City Council hereby vigorously supports and adopts the position of the City Water Board and the San Antonio River Authority as expressed in said joint letter and pledges full cooperation with all agencies concerned.

PASSED AND ADOPTED this 3rd day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,801

GRANTING THE GROOS NATIONAL BANK THE PRIVILEGE OF OPERATING TWO WALK-UP TELLER WINDOWS ON NAVARRO STREET FOR A PERIOD OF ONE YEAR, UPON THE SAME TERMS AND CONDITIONS AS CONTAINED IN ORDINANCE NO. 29802 PASSED AND APPROVED SEPTEMBER 12, 1961.

* * * * *

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

1. The Groos National Bank is hereby given the privilege of operating two walk-up teller windows on Navarro Street for a period of one year beginning August 12, 1962, and upon the same terms and conditions as contained in Ordinance No. 29802, passed and approved September 12, 1962, and which is herein incorporated by reference.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN

*amended + terminated
ord 31291
4-24-63*

AN ORDINANCE 30,802

GRANTING THE GRANADA HOTEL THE PRIVILEGE OF ERECTING AND USING A TENT ON THE WEST HALF OF JACK WHITE WAY DURING OCTOBER 24, 25 AND 26, 1962.

* * * * *

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

1. The Granada Hotel is hereby granted the privilege of erecting and using a tent on the west half of Jack White Way which tent will occupy about 75 feet of Jack White Way south of Villiata Street during October 24, 25, and 26, 1962, pursuant to the following conditions:

- a. Said tent shall be flame proof and approved by the City Fire Marshall;
- b. No stakes or other equipment shall be driven into or toherwise damage the pavement;
- c. The City Council shall at any time have the right to terminate and cancel the privilege herein granted if the exercise of the same, either in whole or in part, is inconsistent with the public use and enjoyment of Jack White Way or is likely to become inconsistent with or in conflict with the use and enjoyment of the public streets and sidewalks in the vicinity of this privilege;
- d. The grantee shall save and hold the City of San Antonio harmless from any and all claims growing out of or in any way related to the erection, use and removal of this privilege and if the City of San Antonio is ever made defendant in any cause of action, directly or indirectly based upon the use, occupancy and enjoyment of this privilege the said City of San Antonio shall have the right to implead the said grantee, its successors and assigns. In this connection, the grantee agrees to hold the City of San Antonio whole and harmless against any claim or expense whatsoever kind and character that may be incurred in the defense of any suit or claim that may be asserted against the City of San Antonio by virtue of the granting of this privilege.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Asst. City Clerk

3. Accepted in all things by the undersigned this _____ day of _____, 1962,

GRANADA HOTEL

BY: _____

A RESOLUTION

ACCEPTING THE PROVISIONS OF STATE HIGHWAY COMMISSION MINUTE ORDERS NO. 51825, 51826, AND 51827 IN CONNECTION WITH EXPRESSWAY ILLUMINATION PROJECTS IN SAN ANTONIO.

* * * * *

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

1. The terms and conditions of Minute Orders No. 51825, 51826, and 51827 of the State Highway Commission are hereby accepted, a copy of said Minute Orders being attached hereto and marked Exhibit "A", and expressly made a part hereof.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
JAMES C. KENNY
Asst. City Clerk

AN ORDINANCE 30,803

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MARTIN E. STALEY, CONSULTING MECHANICAL ENGINEER, FOR ENGINEERING SERVICES ON CERTAIN AIR CONDITIONING AND HEATING IMPROVEMENTS.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Martin E. Staley, Consulting Mechanical Engineer hereinafter called "Engineer", as follows:

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Air Conditioning and Heating Projects; including necessary architectural services:

AIR CONDITIONING OF ROOSEVELT BRANCH LIBRARY.

SECTION I

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

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

B. Field Survey Phase:

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

C. Plans and Specifications Phase:

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

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

ALIGNMENT

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

UTILITIES

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

EXISTING IMPROVEMENTS

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

RIGHT - OF - WAY

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

PROPOSED IMPROVEMENTS

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

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

(2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be based, insofar as practical, on the unit price system of bidding.

(3) Furnish to City, for approval, a copy of the final design plans and specifications before proceeding with Step 4.

(4) Furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)

(5) Assist City in the advertisement of the project for bids, and assist City in the opening and tabulation of bids for construction on the project, and recommend to City the proper action on all proposals received. Engineer shall furnish to City five (5) copies of the bid tabulation and of his recommendation with respect thereto.

(6) Assist in the preparation of formal contract documents for the award of contract.

D. Construction Layout Staking Phase:

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

STAKE-OUT

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

E. Construction Supervision Phase:

(1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of Engineer, or a competent representative of Engineer, to the site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.

(2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.

(3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on-the-site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.

(4) Check shop or working drawings furnished by contractors.

(5) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(6) Prepare monthly and final estimates for payments to contractors, and furnish to the City any necessary certifications as to payments to contractors and suppliers.

(7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.

(8) Perform, in company with the City's representatives, a final inspection of the project.

(9) Revise contract drawings to show the works as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee Schedule

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

Cost of Construction	Basic Minimum Fee in Percent		
	Classification		
	A	B	Alteration Work
Less than \$ 25,000	12.00	10.00	15.00
\$ 25,001 50,000	10.00	8.50	12.00
50,001 100,000	9.00	7.50	11.00
100,001 250,000	8.00	6.75	10.00
250,000 500,000	7.00	6.00	9.00
500,000 750,000	6.50	5.50	
750,001 1,000,000	6.00	5.25	
1,000,001 10,000,000	5.65	5.00	
Over 10,000,000	5.00	4.50	

The schedule used for payment of services shall be based on Classification "B" above. The fee as computed from this schedule shall not be less than the maximum fee which would obtain if calculated under the next lower cost bracket.

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

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary				10
Plans and Specifications				65
Construction Supervision				25
Use column D for this project.				

B. Method of Payment

Payment shall be made as follows:

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

Plans & Specifications Phase

-----partial payment may be made monthly upon submission of an invoice by the Engineer.

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

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

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

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

C. Services Not included in Above Fees

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

<u>Service</u>	<u>Basis of Compensation</u>
(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of materials or equipment.	Furnished directly by City or to be agreed upon in writing.
(2) Restaking (to be done only when requested in writing by City)	S
(A) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be reestablished. Restaking shall be done as specified in Section I-C (1) hereof, and a cut sheet based on such restake shall be prepared.	Salary cost plus 25% of and reimbursement for other direct costs. Total cost not to exceed \$70,00 per 1,000 lineal feet of street.
(b) Drainage and sanitary sewer projects	To be agreed on in writing
(3) Additional copies of reports and additional blueprint copies of drawings and specifications over ten unless other wise agreed.	Direct costs at standard reproduction cost.
(4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project.	\$100.00 per diem for each day in which Engineer's presence is required by Owner.
(5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments.	To be agreed upon in writing
(6) Any extra services not included in contract but authorized by City in writing	To be agreed upon in writing

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

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

SECTION VI

OWNERSHIP OF DOCUMENTS

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII

TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,804

ACCEPTING THE LOW BID OF CAGE BROTHERS FOR THE CONSTRUCTION OF STORM DRAINAGE FOR U.S. 90 WEST AND FOR KELLY ACCESS ROAD STORM DRAINAGE PROJECT 39; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$2,077,542.30 PAYABLE TO CAGE BROTHERS; THE SUM OF \$25,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$40,000.00 PAYABLE TO MISSOURI PACIFIC RAILROAD FOR WORK ON THEIR RAILROAD CROSSINGS; THE SUM OF \$25,000.00 PAYABLE TO SOUTHERN PACIFIC RAILROAD FOR WORK ON THEIR RAILROAD CROSSINGS, ALL OUT OF FUND NO. 479-16 HIGHWAY 90 WEST EXPRESSWAY BOND FUND.

* * * * *

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

1. The attached low bid of Cage Brothers, in the amount of \$2,077,542.30 for the construction of Storm Drainage for U.S. 90 West and for Kelly Access Road Storm Drainage No. 39 is here-

by accepted.

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

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

4. The following sums are hereby appropriated out of Fund No. 479-16, Highway 90 West Expressway Bond Fund in connection with the contract authorized in Paragraph 2 above:

- a. \$2,077,542.30 payable to Cage Bros.;
- b. \$25,000.00 as a Construction Contingency Account;
- c. \$40,000.00 payable to the Missouri Pacific Railroad;
- d. \$25,000.00 payable to Southern Pacific Railroad;

5. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,805

MAKING AND MANIFESTING AN AGREEMENT WITH K.O. STEEL CASTINGS COMPANY, INC. FOR PAYMENT TO SAID COMPANY OF A SUM NOT TO EXCEED \$150.00 PER RAILROAD CAR FOR ADDITIONAL EXPENSES INCURRED FOR RAILROAD CAR UNLOADING DURING THE CONSTRUCTION OF STORM DRAINAGE PROJECT #39 ON PROPERTY ADJACENT TO SAID COMPANY; APPROPRIATING THE SUM OF \$600.00 FROM HIGHWAY 90 WEST EXPRESSWAY BONDS 1961, FUND #479-16 IN CONNECTION HEREWITH.

* * * * *

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

1. The sum of \$600.00 is hereby appropriated from Highway 90 West Expressway Bonds, 1961, Fund #479-16 and payment to the K.O. Steel Castings Company, Inc., is hereby authorized for the following purposes.

(a) In connection with the construction of Storm Drainage Project #39 it is necessary to cross Missouri-Pacific Railroad right-of-way and cut tracks and spurs adjacent to property of the K.O. Steel Castings Company, Inc. for a period of approximately four (4) weeks;

(b) For and in consideration of crossing said railroad right-of-way, the City hereby agrees to pay to K.O. Steel Castings Company, Inc. a sum not to exceed \$150.00 per railroad car to reimburse the K.O. Steel Castings Company, Inc., for actual additional cost incurred by said company for unloading materials from railroad cars, outside their property. Said reimbursement cost shall include additional cost of unloading, night watchman for the car, and demurrage.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,806

AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF \$9,000.00 FROM THE UNAPPROPRIATED SURPLUS ACCOUNT OF THE GENERAL FUND AND SUPPLEMENTING BUDGET ACCOUNT 10-03-03 TO HEALTH DEPARTMENT ACCOUNT 10-03-03 RABIES CONTROL ACTIVITY, FOR RENOVATION AND IMPROVEMENTS TO THE DOG POUND FACILITIES AND PROVIDING FOR A BUDGETARY ACCOUNT BREAKDOWN OF THE FUNDS APPROPRIATED.

* * * * *

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

1. The Director of Finance is hereby authorized to appropriate \$9,000.00 from the Unappropriated Surplus Account of the General Fund and supplementing budget account 10-03-03 to Health Department Account 10-03-03, Rabies Control activity, to provide funds for renovation and improvements to Dog Pound facilities. The funds so appropriated should be broken down in to the following budgetary account codes:

10-03-03

Code	2-20	\$2,570
	2-22	755
	3-05	350
	3-08	300
	3-24	100
	3-30	1,735
	5-20	3,190
		<u>\$ 9,000</u>

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,807

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY VARIOUS RELIGIOUS AND CHARITABLE ORGANIZATIONS.

* * * * *

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

1. That the property owned by the Northeast Baptist Church, the same being Lot 1, Block 10, New City Block 13294, Account No. 623-4711, located in the City of San Antonio, Bexar County Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story residence that is occupied by the Rev. M.B. Smith, Pastor of the Northeast Baptist Church.

2. That the property owned by the Glad Tidings Church of the Assembly of God, the same being Lot 3, Block 17, New City Block 12636, Account No. 171-2065-93, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property is a one-story residence. Rev. R.E. Ferguson, Pastor of the Glad Tidings Church of the Assembly of God, resides in this dwelling.

3. That the property owned by the Parkview Baptist Church, the same being Lot 17, Block 28, New City Block 10627, Account No. 138-485, located ~~by-declared-to-be-of~~ in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property is a one-story residence. It is occupied by Rev. Victor L. Nichols, Pastor of the Parkview Baptist Church.

4. That the property owned by the Lanark Drive Church of Christ, the same being Lot 23, Block 15, New City Block 12537, Account No. 608-529, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story dwelling that is occupied by the Rev. Gary Colley, Pastor of the Lanark Drive Church of Christ.

5. That the property owned by the Texas Conference Association of Seventh-Day Adventists, the same being Lots 45 and 46, Block 21, New City Block 3504, Account No. 54-2046, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property is a one-story residence. The Rev. Frank R. Martinez, Pastor of the San Antonio Spanish Seventh-Day Adventist Church, occupies this residence.

6. That the property owned by the Highland Park Church of God, the same being Lot 7, Block 1, New City Block 10517, Account No. 135-2171, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story dwelling that is occupied by the Rev. R.A. Robold, Pastor of the Highland Park Church of God.

7. That the property owned by the Wayside Chapel Evangelical Free Church, the same being Lot 16, Block 28, New City Block 10493, Account No. 572-1425, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story dwelling. Rev. Don H. Poston, Pastor of the Wesleyan Methodist Church occupies this residence.

8. That the property owned by the Oklahoma Conference of The Wesleyan Methodist Church of America, the same being Lot 23, Block 15, New City Block 10196, Account No. 129-3498, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story dwelling. Rev. Don H. Polston, Pastor of the Wesleyan Methodist Church occupies this residence.

~~The property owned by the Latin American Council of Christian Churches, the same being Lot 1, Block 7 New City Block 8960, Account No. 548-1546, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.~~

NOTE: The improvement on this lot is a one-story residence. The Rev. Manuel Lopez, Pastor of the Gethsemani Church occupies this residence. The church is located at 1300 Keats.

10. That the property owned by the University Park Baptist Church, the same being Lot 12 and the E. 25' of Lot 11, Block 13, New City Block 9213, Account No. 117-324, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: These lots are adjacent to the Church. The improvements on this property consist of a two-story dwelling that has been converted into Sunday School classrooms and a log cabin Boy Scout Den.

11. That the property owned by the Baptist Temple of San Antonio, the same being Lot 17, ~~is adjacent~~ Block 19, New City Block 3194, Account No. 48-3969, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The church occupies Lots 18 and 19. Lot 17 is adjacent to the church and is a graveled parking area which is utilized by members of the congregation while attending religious services.

12. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 11 and 12, New City Block 2868, Account Nos. 45-802 and 45-803, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The new Catholic Welfare Bureau office building has been constructed on this property at the corner of N. Rosillas and W. Salinas Street.

13. That the property owned by the First Assembly of God Church, the same being the N. 208.8' of C, New City Block 9485, the N. Irr. 196.45' of E, New City Block 9485, and Lots 4 through 12, New City Block 10163, Account Nos. 557-2375, 557-2382, and 566-1648 through 566-1656, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: A permit was issued on May 8, 1962, for the construction of a church on this property; and the same is approximately 50% complete at the present time.

14. That the property owned by the Southwest Christian Church, the same being the S. 148.5' of Lot E and the S. 149' of N. 159' of Lot 21, Block 1, New City Block 7923, Account No. 527-3292-21, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: These lots are adjacent to the church. There are two dwellings on this property. One of the dwellings is occupied by Rev. Augustine C. Ortega, Pastor, and the other by his assistant.

15. That the property owned by the Non-Denominational Church of San Antonio, the same being the E. 27' of N. 45' of Lot 13 and N. 45' of 14, Block 12, New City Block 1433, Account No. 24-395, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The Non-Denominational Church is located on this property, and regular religious services are being held.

16. That the property owned by the New Mount Pleasant Baptist Church, the same being Lot 10, Block 27, New City Block 1325, and Lot 10, Block 30, New City Block 1332, Account Nos. 21-1424 and 21-1512 located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes

assessed against said property for the Tax Year 1961, at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same be deleted from the rolls.

NOTE: The New Mount Pleasant Baptist Church, located at 1639 Hays Street, is situated on this property and regular religious services are being conducted.

17. That the property owned by the Northside Baptist Church, the same being the W. 1/2 of Lot 18, and all of Lot 19, Block 43, New City Block 8466, Account Nos. 102-1046, and 102-1047, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1960 and 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this property is a one-story dwelling. It is occupied by the Rev. Ralph W. Hovey, Pastor of the Northside Baptist Church.

18. That the property owned by the Northside Baptist Church, the same being Lot 17 and the E. 1/2 of 18, Block 43, New City Block 8466, Account No. 102-1045, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Year 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this property is a one-story duplex. The Northside Baptist Church has remodeled this building and converted it into Sunday School classrooms.

19. That the property owned by the Faith Cumberland Presbyterian Church, the same being Lot 1, Block 7, New City Block 12727, Account No. 611-197-33-97, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax Year 1961, at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

NOTE: A building permit was issued in June, 1961, for the construction of a church on this property, and the same is now complete and regular religious services are being held.

20. That the property owned by the Temple Beth-El Congregation, the same being Lots 6 and 7, Block 4, New City Block 1896, Account No. 30-1315, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: These lots are paved and used for church parking. They are adjacent to the Temple.

21. That the property owned by St. John's Methodist Church, the same being Lots 1, 2, 3, and 4, Block 36, New City Block 11579, Account Nos. 593-1208, through 593-1211, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1955 through 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: St. John's Methodist Church is situated on this property, and there is also a paved parking area that is utilized by members of the congregation attending services.

22. That the property owned by St. John's Methodist Church, the same being Lots 5, 31, 32, 33 and 34, Block 36, New City Block 11579, Account Nos. 593-1212 and 593-1227 through 593-1230 located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against property for the Tax Years 1960 and 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvements on these lots consist of a gravelled parking lot and baseball diamond. The lots are adjacent to the church.

23. That the property owned by St. John's Methodist Church, the same being Lot 37, Block 36, New City Block 11579, Account No. 593-1233, located in the City of San Antonio, Bexar County

Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1955 through 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this lot is a one-story residence. Rev. Ch. Murph of the St. John's Methodist Church occupies this dwelling.

24. That the property owned by the Santa Rosa Medical Center, the same being the N. 27' of Lot 5, ARB C, New City Block 241; the N. 28' of S. 55' of Lot 5, ARB D, New City Block 341, and the S. 27' of Lot 5, ARB E, New City Block 341, Account Nos. 6-2470, 6-2471-21, and 6-2471-22-92, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: These lots are paved parking areas for the employees of the Santa Rosa Medical Center. There is no fee for parking on these lots.

PASSED AND APPROVED this loth day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,808

APPROPRIATING THE SUM OF \$61,416.40 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #43 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT; STORM DRAINAGE #58 PROJECT; ACCEPTING TWO EASEMENTS AND ONE LICENSE AGREEMENT FOR STORM DRAINAGE #43 PROJECT.

* * * * *

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

1. The sum of \$45,546.40 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition fo right of wayas follows:

- (a) \$345.00 payable to Stewart Title Company as escrow agent for Mario Elizondo for title to 0.2048 of an acre of land, more or less, in NCB 3694, being Parcel 5494354.
- (b) \$1,600.00 payable to Stewart Title Company as escrow agnet for Joe Flores, Jr. and Edelmira C. Flores for title to 0.2085 of an acre of land, more or less, same being out of and a partoof Lot 48, NCB 6724, being Parcel 139-4439.
- (c) \$650.00 payable to Stewart Title Company as escrow agent for Dionisio V. Lopez and Leoncer R. Lopez for title to 0.0196 of anacre of land, more or less, in NCB 6316, being Parcel 170-4470.
- (d) \$4,948.00 payable to Stewart Title Company as escrow agent for Rose V. Collins Individually and as Individual Executrix of the Estate of W.B. Collins, Deceased for title to the East 46.50 feet of Lot 9, Block 5, NCB 6316, being Parcel 172-4472.
- (e) \$9,238.40 payable to Stewart Title Company as escrow agent for Joe M. Herrera and Alejandraina Herrera for title to 0.1515 of an acre of land, more or less, in NCB 6316, bieng Parcel 173A-4473.
- (f) \$10,537.00 payable to Stewart Title Company as escrow agent for Mary Louise D. Payne (a single woman) for title to Lots 19, 20 and 21, Block 5, NCB 6316, being Parcel 181-4481.
- (g) \$8,600.00 payable to Stewart Title Company as escrow agent for Gwendolyn E. Reynolds, (a single woman) for title to Lots 47 and 48, Block 11, NCB 3494, being Parcel 316-4616.
- (h) \$4,128.00 payable to Stewart Title Company as escrow agent for San Antonio Independent School District for title to 0.1120 of an acre of land, more or less, same being out of and a part of Lots 28 through 43, Block 1, NCB 3484, being Parcel 352-4652.
- (i) \$5,500.00 payable to Stewart Title Company as escrow agent for Jose V. Gomez and Romanita L. Gomez for title to Lots 12 and 13, Block 30, NCB 8068, being Parcel 554-4854.

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

2. The sum of \$820.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right of way for Storm Drainage #43 Project as follows:

- (a) \$620.00 payable to Guardian Abstract and Title Company as escrow agent for J.B. Martin for easement (permanent and temporary) over a tract of land out of NCB 6102, being Parcel 5275.

(b) \$200.00 payable to Guardian Abstract & Title Company as escrow agent for Consuelo Hugo for easement across a portion of Lot 101, NCB 3465, Block 22, being Parcel 5288-A.

(c) License Agreement for temporary use of the South 15.0 feet of said Lot 11, NCB 7345 granted by Federal Lumber Company, William B. Salas and Mary E. Salas is hereby accepted. Parcel E-480. A copy of said License Agreement is filed herewith and incorporated herein by reference.

A copy of each of the aforementioned instruments is filed herewith and incorporated herein by reference.

3. The sum of \$14,650.00 payable to Alamo Title Company as escrow agent for Louis T. Jimenez and Josefina A. Jimenez for title to a tract of land designated as Lot G being a part of Lot 7, NCB 184, being Parcel 5296 for Guadalupe Street Grade Separation Project is hereby appropriated out of Guadalupe Street Grade Separation Bonds, 1961, #479-17. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

4. The sum of \$400.00 payable to Guaranty Abstract & Title Company as escrow agent for Emma Sacherer, et al for title to all of Lot 43, Block 1, NCB 8264, being parcel 5368 for Storm Drainage #58 Project is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

5. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,809

ACCEPTING THE LOW BID OF R.E. LANHAM FOR CONSTRUCTION OF STREETS AND PARKING IN THE WEST SIDE PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$12,688.58 PAYABLE TO R.E. LANHAM; THE SUM OF \$150.00 PAYABLE TO R.E. LANHAM FOR USE AS A CONSTRUCTION CONTINGENCY FUND; THE SUM OF \$150.00 FOR USE AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT ALL OUT OF PARK IMPROVEMENT BOND FUND NO. 479-18.

* * * * *

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

1. The attached low bid of R.E. Lanham in the amount of \$12,688.58 for construction of streets and parking in the West Side Park is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of Park Improvement Bond Fund No. 479-18 in connection with the contract authorized in Paragraph 2 above:
 - a. \$12,688.58 payable to R.E. Lanham;
 - b. \$150.00 as a Construction Contingency Fund payable to R.E. Lanham;
 - c. \$150.00 as a Miscellaneous Expenses Contingency Account.
5. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,810

APPROPRIATING THE SUM OF \$1,300.00 OUT OF PARKS IMPROVEMENT BOND FUND NO. 479-18 FOR IMPROVEMENTS IN CONNECTION WITH WEST SIDE PARK.

* * * * *

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

1. The sum of \$1,300.00 is appropriated out of Parks Improvement Bond Fund No. 479-18 to be expended upon materials to be used in improvements at West Side Park (Project No. 2)
2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,811

MANIFESTING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY AND THE LOMA PARK LITTLE LEAGUE, INC., FOR THE USE OF A PORTION OF LOMA PARK PROPERTY FOR LITTLE LEAGUE BASEBALL PURPOSES FOR AN ADDITIONAL YEAR.

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

1. This ordinance makes and manifests the extension for the additional period of one year ending December 31, 1963, an agreement dated December 13, 1961, between the City of San Antonio and Loma Park Little League, Inc., for the use of a portion of Loma Park property for Little League Baseball purposes. All terms and conditions of such agreement, manifested by Ordinance #30010, shall be in effect during said additional term.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,812

MANIFESTING AN AGREEMENT BETWEEN THE CITY AND SOUTHEAST SAN ANTONIO BASEBALL LEAGUE AND GRANTING A LICENSE TO SAID LEAGUE TO USE A PORTION OF HI LIONS PARK PROPERTY FOR LITTLE LEAGUE BASEBALL PURPOSES.

* * * * *

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

1. This ordinance makes and manifests an agreement between the City of San Antonio, hereinafter called "City", and Southeast San Antonio Baseball League, A Texas Corporation acting by and through its duly authorized officers pursuant to a resolution of its Board of Directors, herein after called "Licensee", upon the following terms and conditions:

a. A license is granted to LICENSEE for a period of one year ending November 30, 1963, to use the portion of city-owned property hereinafter described for Little League Baseball played by organized teams recognized by State and National Little League Associations.

b. The area covered by said license is described as follows:

BEGINNING at the intersection of Hiawatha Drive and the chain link fence at Highlands High School being the Southeast corner of said Highlands High property and going due north along the fence for 200 yards, then making a 90 degree turn to the east for 200 yards, then making 90 degree turn due south to the extension of Hiawatha Drive in the park, and then turning west along Park Road to the point of beginning.

c. It is agreed that the premises are herein leased to the LICENSEE for the purpose of Little League baseball, and is conditioned upon the continued use of such premises for Little League baseball, as that term is recognized by State and National Little League organizations. At any such time premises cease to be used for Little League purposes, this lease shall automatically terminate and the property shall revert to the City of San Antonio.

d. The LICENSEE agrees to indemnify, reimburse and save harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, the LICENSEE agreeing to defend any litigation arising in connection with such use at its own cost and expense.

e. At the expiration of this lease, either by the fulfillment of the terms of the lease or for any other grounds or for breach of any of the conditions of this contract, the LICENSEE agree to peaceably yield up possession of said property to the City. And upon such expiration of this lease, or any renewal thereof, all improvements placed upon the property by the LICENSEE shall revert to and become the property of the City.

f. LICENSEE shall furnish liability insurance naming the City of San Antonio as co-insured with minimum limits of \$25,000.00 per person and \$100,000.00 for any one accident on personal injury liability insurance and \$5,000.00 property damage liability insurance. The proper endorsement or certificate shall be filed with the City Clerk showing such insurance coverage on or before December 1, 1962.

g. The right is expressly reserved to the City, acting through the Council, to terminate this grant when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,813

MANIFESTING AN AGREEMENT BETWEEN THE CITY AND THE PAN AMERICAN OPTIMIST CLUB, AND GRANTING A LICENSE TO SAID LEAGUE TO USE CERTAIN LAND IN AND NEAR ELMENDORG PARK FOR LITTLE LEAGUE BASEBALL PURPOSES.

* * * * *

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

1. This ordinance makes and manifests an agreement between the City of San Antonio and

hereinafter called "City", and the Pan American Optimist Club, acting by and through its duly authorized officers, hereinafter called "Licensee", upon the following terms and conditions:

a. A license is granted to Licensee for a period of one year ending December 31, 1963, to use the portion of city-owned property hereinafter described for Little League Baseball played by organized teams recognized by State and National Little League Associations.

b. The area covered by said Licensee is described as follows:

All that tract of land owned by the City of San Antonio now occupied by the existing Pan American Optimist Club Little League Ball Diamond, being a part of Elmendorf Park.

c. It is agreed that the premises are herein leased to the Licensee for the purpose of Little League baseball, and is conditioned upon the continued use of such premises for Little League baseball, as that term is recognized by State and National Little League organizations. At any such time premises cease to be used for Little League purposes, this lease shall automatically terminate and the property shall revert to the City of San Antonio.

d. The Licensee agrees to indemnify, reimburse and save harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, the Licensee agreeing to defend any litigation arising in connection with such use at its own cost and expense.

e. At the expiration of this lease, either by the fulfillment of the terms of the lease or for any other grounds or for breach of any of the conditions of this contract, the Licensee agrees to peacefully yield up possession of said property to the City. And upon such expiration, of this lease or any renewal thereof, all improvements placed upon the property by the Licensee shall revert to and become the property of the City.

f. Licensee shall furnish liability insurance naming the City of San Antonio as co-insured with minimum limits of \$25,000.00 per person and \$100,000.00 for any one accident on personal injury liability insurance and \$5,000.00 property damage liability insurance. The proper endorsement or certificate shall be filed with the City Clerk showing such insurance coverage on or before January 1, 1963.

g. The right is expressly reserved to the City, acting through the Council, to terminate this grant when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,814

REPEALING ORDINANCE NO. 30404, DATED JUNE 13, 1962, AND CANCELLATION OF THE CONTRACT WITH CITY BLUE PRINT COMPANY FOR THE PURCHASE OF CERTAIN MAP REDUCTIONS; AUTHORIZING THE RE-ADVERTISING FOR NEW BIDS FOR SAID MAP REDUCTIONS.

* * * * *

WHEREAS, the City of San Antonio on May 17, 1962, advertised for bids for the purchase of certain map reductions; and,

WHEREAS, City Blue Print Company, San Antonio, Texas, by being low bidder, was awarded the contract on June 13, 1962, as authorized by Ordinance No. 30404; and,

WHEREAS, it is now in the best interest of the City and the City Blue Print Company that said contract be cancelled; and,

WHEREAS, City Blue Print Company agrees to the cancellation of the aforementioned contract; NOW, THEREFORE:

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

1. Ordinance No. 30404, dated June 13, 1962, is hereby repealed and by mutual consent of the City and City Blue Print Company the contract authorized by said ordinance is hereby cancelled.

2. The City Clerk is hereby authorized to re-advertise for bids for the purchase of the required map reductions.

3. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,815

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOORE BUSINESSFORMS, INC. TO FURNISH THE CITY OF SAN ANTONIO CORPORATION COURT WITH CERTAIN PARKING VIOLATION TICKETS FOR A NET TOTAL OF \$2,779.00.

* * * * *

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

1. The attached low qualified bid of Moore Buisness Forms, Inc., dated October 3, 1962, to furnish the City of San Antonio, Corporation Court with 100,000 Traffic Violation (Parking Summons) tickets for a net total of \$2,779.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Finance - Corporation Court, Account No. 06-05-02, Code 3-01.

3. All other bids received are hereby rejected.

4/ PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,816

ord 30817 Void

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GRAPHIC OPERATIONS, INC. REGISCOPE SOUTH-WEST DIVISION TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH TWO MICROFILM MACHINES FOR A NET TOTAL OF \$1,190.00.

* * * * *

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

1. The attached low qualified bid of Graphic Operations, Inc., Regiscope Southwest Division dated September 27, 1962 to furnish the City of San Antonio Public Library with two microfilm machines for a net total of \$1,190.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Libraries, Account No. 15-02-01, Code 5-20.

3. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

A RESOLUTION

ACCEPTING THE PROVISIOLS OF STATE HIGHWAY COMMISSION MINUTE ORDES NO. 51825 AND 51826, AND 51827q IN CONNECTION WITH EXPRESSWAY ILLUMINATION PROJECTS IN SAN ANTONIO?

* * * * *

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

1. The terms and conditions of Minute Orders No. 51825, 51826 and 51827 of the State Highway Commission are hereby accepted, a copy of said Minute Orders being attache d hereto and marked Exhibit "A" and expressly made a part hereof.

2. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

WHEREAS, in BEXAR COUNTY on INTERSTASTE HIGHWAY 10 AND INTERSTATE LOOP 410 the City of San Antonio has requested the Construction of an Illumination System from the North City Limit of Balcones Heights to Kenney Road and from Fredericksburg Road to Cherry Ridge; and

WHEREAS, the City of San Antonio has requested such construction under the provisions of Minute Order 28464 whereby the State Highway Department and the City of San Antonio will participate on an equal basis in the construction, maintenance and operating cost of such facility;

NOW, THEREFORE, the State Highway Engineer is dreicted to proceed with construction of an Illumination System within these limits in accordance with the provisions of Minute Order 28464, at an estimated State cost of \$41,500, financing the cost in the 1963-1964 Interstate Construction and Right of Way Program.

This Order is subject to acceptance by the City of San Antonio andif not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Minute Order No. 2

WHEREAS, in BEXAR COUNTY on INTERSTAE HIGHWAY 35, the City of San Antonio has reauested the construction of an Illumination System from Rittiman Road to Fratt; and,

WHEREAS, the City of San Antonio has requested such construction under the provisions of Minute Order 28464 whereby the State Highway Department and the City of San Antonio will participate on an equal basis in the construction, maintenance and operating cost of such facility;

NOW, THEREFORE, the State Hgihway Engineer is directed to proceed with construction of

Illumination System within these limits in accordance with the provisions of Minute Order 28464 at an estimated State cost of \$49,500, financing the cost in the 1963-1964 Interstate Construction and Right of Way Program.

This order is subject to acceptance by the City of San Antonio and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Minute Order No. 3

WHEREAS, in BEXAR COUNTY on INTERSTATE HIGHWAY 35, the City of San Antonio has requested the construction of an Illumination System from Loop 13 to Somerset Road; and

WHEREAS, the City of San Antonio has requested such construction under the provisions of Minute Order 28464 whereby the State Highway Department and the City of San Antonio will participate on an equal basis in the construction, maintenance and operating cost of such facility;

NOW, THEREFORE, the State Highway Engineer is directed to proceed with construction of an Illumination system within these limits in accordance with the provisions of Minute Order 28464 at an estimated State cost of \$55,000, financing the cost in the 1963-1964 Interstate Construction and Right of Way Program.

This Order is subject to acceptance by the City of San Antonio and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

AN ORDINANCE 30,818

GRANTING A PERMIT TO THE SANTA ROSA MEDICAL CENTER TO INSTALL AN ADDITIONAL TUNNEL UNDER TRAVIS STREET BETWEEN SANTA ROSA AND SAN SABA STREETS AND PROVIDING FOR LIMITATIONS ON THE EXERCISE OF SUCH PERMIT.

* * * * *

WHEREAS, the Santa Rosa Medical Center, in conjunction with its program of expansion, requires additional tunnel space under Travis Street excess to that presently utilized, said additional tunnel to be constructed immediately adjacent to that presently in use; and,

WHEREAS, during the construction of said additional tunnel space and additions to the hospital, it will be necessary that Travis Street be partially blocked; NOW, THEREFORE:

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

1. A permit is hereby granted to the Santa Rosa Medical Center to install a tunnel beneath Travis Street between Santa Rosa and San Saba Streets as detailed on plans marked Exhibit "A", attached hereto, and incorporated herein by reference.

2. The plans for final construction of the tunnel permitted hereby shall be subject to the prior approval of the Director of Public Works of the City of San Antonio and failure to obtain such approval shall vitiate and render null this permit.

3. This permit shall be further conditioned and made expressly revocable by the City Council should the Permittee, during the period of construction of the tunnel herein contemplated or other addition to the Santa Rosa Medical Center, block more than one-half (1/2) of the paved width of Travis Street between Santa Rosa and San Saba Streets.

4. The Santa Rosa Medical Center shall indemnify the City of San Antonio from any and all claims for personal injury or property damage resulting from the actual performance of the work required to install said tunnel or the existence hereafter of the permit hereby granted.

5. The City of San Antonio expressly reserves the right to execute such street construction work or utility locations or relocations as it may in the future deem necessary in the vicinity of said tunnel without incurring liability to the Santa Rosa Medical Center, its successors and assigns.

6. PASSED AND APPROVED this 10th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,819

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND ERNST & ERNST, FOR A CONTINUOUS AUDIT OF THE BOOKS AND RECORDS OF THE CITY FOR THE FISCAL YEARS ENDING JULY 31, 1963, JULY 31, 1964 AND JULY 31, 1965.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Ernst & Ernst, Certified Public Accountants, hereinafter called "Contractor", as follows:

(a) Contractor, at his own cost and expense, shall furnish all labor, material and assessors necessary and proper for the purpose, and, at his own expense, shall make a general municipal audit of all departments of the City, except the City Water Board, the City Transit System and the City Public Service Board, covering the fiscal years ending July 31, 1963, July 31, 1964 and July 31, 1965. Contractor agrees that this contract contemplates that the engagement will be begun prior to the close of the fiscal year early enough to insure the completion of the audit within 45 days after the close of the fiscal year. It is understood that this audit shall include proving and reconciling the current tax roll for the fiscal year

and accounting for delinquent taxes as indicated by tax receipts issued. It is further understood however, that reconciliation of delinquent tax rolls will not be made. Circulation of tax accounts will be done where deemed desirable by Contractor.

(b) Contractor shall make a general examination of the records pertaining to all funds of the City and verify all recorded assets and liabilities in accordance with generally accepted auditing standards and procedures. He shall make such tests and checks of revenue receipts and revenue expenditures as are consistent with generally accepted auditing standards and procedures.

(c) City agrees that it will maintain at least its present degree of conformance to the standards of the National Committee on Governmental Accounting pertaining to the recording of financial transactions and internal control, and that the maximum contract price for the audit by Contractor is predicated upon this conformance. City agrees that the preparation of the detail annual reporting upon the financial transactions of the City's Departments will be prepared by its Department of Finance as nearly as is practicable in the manner and in accordance with the form outlined in "Municipal Accounting and Auditing" published by the National Committee on Governmental Accounting. City further agrees that such financial statements and schedules which it prepares as indicated will be submitted in sufficient time as completed to Contractor for full reconciliation with Contractor's findings to insure publication of City's annual Financial report in 45 days after the close of said fiscal year.

(d) The Contractor acknowledges that it accepts the above specifications of the work to be performed and admits that the same is sufficient for its intended purpose and that the work can be executed successfully and completed in accord therewith without any additional work other than is necessarily implied and included and to be inferred herefrom and that any detail that may be omitted in the description shall be done as if the same were specifically stated and without additional charge.

(e) In consideration of the faithful conformance of this contract by the Contractor and the completion of the work herein stipulated, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay to the Contractor for such work at the following rate:

Junior Accountants	\$ 8.00 per hour
Semi-Senior Accountants	9.00 per hour
Senior Accountants	10.00 per hour
Supervisors	12.00 per hour
Executives (Assistant City-Managers and Partners)	15.00 per hour

However, the average hourly rate for such work shall not exceed \$10.00 per hour.

(f) The Contractor expressly agrees that the total cost of this audit for the fiscal year ending July 31, 1962, shall not exceed the sum of \$12,500.00 even though the total cost thereof should otherwise exceed the said \$12,500.00 on the basis of the hourly rates set out above. Contractor further agrees that the total cost to City of this audit for the fiscal year ending July 31, 1964, shall not exceed the sum of \$11,500.00 and that the cost for the fiscal year ending July 31, 1965 shall not exceed the sum of \$10,500.00 subject to the same provision. Should the total cost of each audit amount to less than the maximum specified, then, in that event the City shall be billed only for the hourly rates specified in subsection (e) above.

(g) The Contractor shall render a progress report on the first day of each month during the course of the work, showing the nature and extent of the work done, the accounts examined and the departments included together with the number of men engaged in the work, the rate, the time and amount for each man, and the total amount due for that period; and on the receipt of it, the Contractor shall be paid 85 per cent of the compensation earned during such period computed on the per diem basis specified.

(h) Within thirty days after the date of publication of such annual City Financial Report by City, and after receipt by City of Contractor's covering letter, the City shall pay the Contractor the amount of the final estimates all sums which are to be deducted by the City or due by Contractor to the City or claimed for labor furnished by any person or which should be retained and held for the City for any reason.

(i) The Contractor will comply with all laws governing labor and relating to employers and employees, and, all other things being equal, the Contractor shall use and employ San Antonio labor and material.

2. PASSED AND APPROVED this 19th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,820

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. 1691)

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

That portion of Lot 21, Blk 2, NCB 1755 presently zoned "D" Apartment.

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

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

4. PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,821

AUTHORIZING EXECUTION OF AN AGREEMENT CONSENTING TO ASSIGNMENT OF TWO LEASES AT AT INTERNATIONAL AIRPORT TO BUSINESS AIRCRAFT CORPORATION.

* * * * *

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

1. The City Manager is authorized to execute an agreement consenting to the assignments to Business Aircraft Corporation of two leases at San Antonio International Airport, being those described in the assignment from Howard Aero, Inc., to H.B. Zachry Company consented to by Ordinance #30058, such agreement and its execution by the parties thereto and by the indemnity company.

A copy of the aforementioned agreement is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,822

AMENDING CHAPTER 36, "SUBDIVISIONS", OF THE CITY CODE WITH RESPECT TO SECURITY FOR SITE IMPROVEMENTS.

* * * * *

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

1. Sections 36-25 and 36-26 of the City Code of the City of San Antonio are hereby amended to provide that the last paragraph and conclusion in the form of Performance Bond prescribed in said sections shall read as follows:

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

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

Subdivider and Principal

Surety

BY: _____
Attorney-in-Fact

"Approved and accepted this _____ day of _____, 19____.

CITY OF SAN ANTONIO

BY: _____

Title

2. Section 36-25 (A) (2) of the City Code of the City of San Antonio is amended to read as follows:

(2) Trust Agreement. Placed on deposit in a bank or trust company, selected by the subdivi-
der and approved by the Commission, in a trust account a sum of money equal to the estimated
cost of all site improvements, other than water, gas and electric lines, required by these
regulations. The estimated cost of such improvements shall be the cost as estimated by the Di-
rector of Public Works. Selection of the trustee shall be subject to approval by the Director
of Planning. The trust account shall be established by contract in the following forms:

This agreement is between _____, subdivider, and _____, trustee.

Subdivider has deposited (or herewith deposits) subject to the order of subdivider and
trustee jointly as provided in this agreement in the _____ (name and loca-
tion of bank or trust company) _____ Texas, the sum of \$ _____
for the purpose of constructing site improvements in _____ subdivision in
Bexar' County, Texas, for the benefit of the public represented by the City of San Antonio,
more particularly described as follows:

<u>TYPE OF SITE IMPROVEMENT</u>	<u>ESTIMATED COST</u>
Streets	\$ _____
Sidewalks	\$ _____
Alleys	\$ _____
Storm Drainage	\$ _____
Sanitary Sewers	\$ _____
Utility Easements	\$ _____
Other	\$ _____
T O T A L	\$ _____

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

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

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

A copy of this contract has been supplied to the bank or trust company named by the under-
signed trustee.

Subdivider

BY: _____

(Trustee)

BY: _____

3. Sections 36-25 (A) (3), 36-25 (B) (3), and 36-26 (c) are hereby amended to add to
each the following provision:

"Provided however that this provision for security in combination of a \$2,500.00
bond and cash deposit shall only apply and be available in the event the total esti-
mated cost of site improvements does not exceed \$40,000.00."

4. Section 36-26 (b) is hereby amended to read as follows:

"A trust agreement, approved by the City Attorney, substantially in the form of
the trust agreement described in Section 36-25, in the same amount as required for
the performance bond described in paragraph (a) of this section".

5. Chapter 36 of the City Code of the City of San Antonio is hereby amended to add
thereto the following provision:

Section 36-26.1--Determination of Compliance

"Partial or complete release (s) of the bond(s) required by Sections 36-25
(A) (1) and 36-25 (B) (1) and/or 36-26 (a) shall be made only upon com-
pletion of site improvements in accordance with the requirements and speci-
fications set forth in this chapter as determined by the Director of Public
Works and accepted by him in writing when such determination(s) is (are)
made. The form of bond required by said provisions (estimated cost of all
site improvements, other than water, gas and electric) shall include the
following:

"In the event of default by the principal in constructing the above men-
tioned site improvements, the obligation of the surety hereunder shall be
limited to completion of said improvements in accordance with requirements

of City of San Antonio Planning Area Subdivision Regulations, as provided in Chapter 36 of the City Code of the City of San Antonio, as amended."

6. PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,823

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ASGROW SEED COMPANY TO FURNISH THE CITY OF SAN ANTONIO PARKS DEPARTMENT WITH CERTAIN RED TOP GRASS SEED FOR A TOTAL OF \$1,200.00.

* * * * *

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

1. The attached low qualified bid of Asgrow Seed Company, dated October 12, 1962, to furnish the City of San Antonio Department of Parks and Recreation with 3,200 pounds red top grass seed for a net total of \$1,200.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Parks and Recreation Department as follows:

Account No. 11-03-02	-	\$600.00	
" " 11-03-09	-	<u>600.00</u>	1,200.00
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

AN ORDINANCE 30,824

DEFINING AND LIMITING THE AUTHORITY OF THE FIESTA SAN ANTONIO COMMISSION, INC. AS OFFICIAL CO-ORDINATING AGENCY AND IN CONNECTION WITH THE CIVIC CELEBRATION KNOWN AS "FIESTA WEEK," BEING APRIL 21, 1963 AND ENDING APRIL 27, 1963, TO USE AND PERMIT THE USE OF CERTAIN PUBLIC STREETS, PLAZAS AND ADJACENT SIDEWALKS FOR THE CONDUCTING OF A CARNIVAL AND TO USE AND PERMIT THE USE OF CERTAIN PUBLIC STREETS, NOT INCLUDING SIDEWALKS, FOR THE PLACING OF SEATS ALONG PARADE ROUTES: FIXING THE TERMS AND CONDITIONS OF SUCH LICENSES: PROHIBITING ANY OTHER USE OF PUBLIC PROPERTY FOR THE CONDUCT OF A CARNIVAL AND PROHIBITING ANY OTHER USE OF THE PUBLIC STREETS OR SIDEWALKS FOR THE SALE, HIRE OR RENT OF PARADE SEATS.

* * * * *

WHEREAS, San Antonio's Annual Fiesta Week Celebration, through the untiring efforts of many civic-minded persons, has achieved national and international recognition as one of the outstanding festival events in the nation; and

WHEREAS, the City Council recognizes the importance of Fiesta Week as an integral part of the tradition and culture of this City and desire the continuation and growth of this celebration; and

WHEREAS, the Fiesta San Antonio Commission, Inc., has been incorporated for the purpose of raising and allocating funds and coordinating Fiesta Week activities and, as Licensee of the City of San Antonio, has demonstrated its ability to provide for and coordinate the activities of Fiesta Week, thereby fulfilling substantial civic and public purposes; and

WHEREAS, the City Council is confident that the Fiesta San Antonio Commission, Inc., will continue to treat all participating agencies fairly and equitably in the distribution of funds obtained as the result of the authority herein granted to it; and

WHEREAS, at the request of the City Council, the Fiesta San Antonio Commission has caused a detailed survey to be made of the availability of locations for seating for parade spectators along such parade routes and of a feasible plan for the efficient provision of such seating and accommodations in such a manner as to serve the general public; and

WHEREAS, such survey and report made to the City Council by the Fiesta San Antonio Commission establishes that ample seating accommodations along such parade routes can, under proper coordination, be provided by the use of streets only, with all sidewalks along such parade routes to be left entirely clear of obstruction by seats, bleachers and grandstands, and such survey and report further establishes that such seating accommodations in the streets can likewise be provided in sufficient numbers to meet the public demand therefor, while also leaving certain designated blocks or sections of such parade routes clear of any seating facilities and thus available, free of charge, to the general public; and

WHEREAS, such survey and report of the Fiesta San Antonio Commission contemplates that it, as exclusive licensee of the City, would permit a civic and charitable organizations to administer and handle the sale of tickets under a fixed, reasonable and controlled schedule of charges and the seating of spectators in specific units along such parade routes to be assigned to particular civic, religious, fraternal, and welfare organizations, thus contributing to the fulfillment of the public welfare purposes of such organizations; and

WHEREAS, such survey and report of the Fiesta San Antonio Commission further provides and

contemplates that the number of seats assigned and permitted to be placed in each block unit along the parade routes would be limited so as to prevent overcrowding, thereby facilitating the handling of parade spectator crowds, enhancing the public enjoyment of such parades, enabling greater numbers of the public to observe the parades in comfort and safety and reducing the hazards of congestion and overcrowding, and facilitating the orderly assembly and dispersal of parade spectator crowds; and

WHEREAS, for the foregoing reasons, the granting of the following specific licenses and authority in the premises to the Fiesta San Antonio Commission, as Licensee of the City of San Antonio is found and deemed to be in the civic and public interest; NOW, THEREFORE,

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

1. The Fiesta San Antonio Commission, Inc., a corporation created pursuant to the laws of the State of Texas, hereinafter called "Licensee," is hereby granted permission to use the following streets and plazas for the purpose of conducting a carnival during the period beginning April 21, 1963, and ending April 27, 1963;

(a) Military Plaza

(1) On the north, east, west and south sides of City Hall, extending into the adjacent streets a distance to be determined by said Traffic Director and at times to be determined by the Traffic Director.

(2) Provided, however, that no concessions, vehicles or structures of any kind will be placed in front of the east and west entrances to City Hall at locations to be determined by the Traffic Engineer of the City of San Antonio, and that these locations will remain clear and open at all times.

(b) Dolorosa Street

(1) Extending into the north side of the street a distance not to exceed twelve (12) feet between Main Avenue and South Flores Street.

(2) Extending into the north and south sides of the street from South Flores Street to the west side of Military Plaza a distance satisfactory to the Traffic Engineer of the City of San Antonio.

(3) In the center of the street a distance not to exceed ten (10) feet on either side of the center line of the street from the west side of Military Plaza to Santa Rosa Avenue. It is expressly understood, however, that the intersection of Calder and Laredo Streets with Dolorosa Street shall remain clear and open at all times.

(b) Buena Vista Street

(1) In the center of the street a distance not to exceed ten (10) feet on either side of the center line of the street from Santa Rosa Avenue to Concho Street.

(2) Extending into the south of the street from Concho to San Saba Street a distance satisfactory to the Traffic Director of the City of San Antonio.

(d) Hay Market Plaza

The North half of Hay Market Plaza, subject to the approval of the Market Master, with the further specifications that all concessions must be constructed facing away from the streets.

(e) Parking Lot East of City Hall Annex

The north one-half of the parking lot east of the City Hall Annex, extending from Dolorosa Street to Nueva Street; provided that the Fiesta Commission furnish parking spaces to replace those taken in the vicinity satisfactory to the Traffic Director.

(f) Where concessions are placed in streets in front of private property, adjacent sidewalks will be left completely free and unobstructed.

2. The Licensee will place or cause to be placed chemical toilets in such numbers and in such places within the carnival area as shall be indicated by the Director of Traffic and Transportation, with separate facilities to be provided for males and females.

3. The carnival area, as set forth in Paragraph 1-A through 1-F will be in accordance with the plat attached hereto marked Exhibit 1 and expressly made a part hereof.

4. Except as herein authorized, the use of any public streets, sidewalks, plazas or other public property in the City of San Antonio, during the period of Fiesta Week in 1963, as herein defined, for the conduct of a carnival, is hereby prohibited.

5. The exclusive license and authority to place, erect, construct and maintain bleachers, grandstands, chairs, and other seating accommodations upon the streets which are the designated parade routes for the Battle of Flowers Parade and the Fiesta Flambeau Parade, respectively to be held on April 26, 1963, and April 27, 1963, is hereby granted to Fiesta San Antonio Commission, Inc. subject to the exceptions and conditions stated in the following paragraphs of this ordinance.

6. The use of the public streets, as hereinabove licensed to the said Licensee, is subject to the following exceptions.

(a) Licensee shall place no such seating accommodations on Houston Street west of Cameron Street, on Commerce Street west of Cameron Street, nor on Santa Rosa or San Saba Streets between Houston and Commerce Streets, nor on the southside of Commerce Street between Military Plaza and North Flores Street, nor on Produce Row.

(b) Licensee will, at the request of the organization directly sponsoring either of such parades, relinquish to the organization directly sponsoring such parade its rights under this license to the use of the following defined areas only along the following defined por-

tions only such parade routes;

The area or portion thereof situated east of the east side of Alamo Street (Alamo Plaza) between Houston and Blum Streets and the west or northwest side of the block of Avenue E. between Houston and Travis Streets, being the side of such block adjacent to the Federal Post Office and the Courthouse Building.

7. Neither Licensee nor any other person or agency shall be permitted to use any public sidewalks or street intersections at any location along such parade routes for the placement of any seating accommodations for sale, hire or rent, nor shall Licensee or any other person or agency be permitted to use any of the street space in the area designated under the foregoing paragraph 6(a) of this Ordinance for the placement of any such seating accommodations for sale, hire or rent, provided that the area on Alamo Plaza defined under the foregoing Paragraph 6(a), including both streets and sidewalks, shall be permitted to be used for the construction and placement of grandstands, bleachers, and other seating accommodations for officials, special guests, and spectators of the aforementioned parades, by the respective civic organizations directly sponsoring such parades.

8. The license herein granted to Fiesta San Antonio Commission relative to placing seats along parade routes is subject to and shall be exercised in accordance with the following conditions:

(a) Licensee is authorized to permit religious civic, fraternal and welfare organizations or agencies applying to it to administer, sponsor and handle the sale of tickets and the seating of parade spectators in seating accommodations in designated sections or units along such parade routes, in the portions of such parade routes herein designated for the placing of seating accommodations by Licensee.

(b) A maximum charge of \$2.00 per seat for each of such parades may be made for such seating accommodations, which maximum charge is found to be reasonable.

(c) The sale of such seating accommodations and the rent or hire of such seats shall be made by the use of printed tickets issued by Licensee, designating the street, block and side of the street block in which the seating space is located, and the number of tickets issued and sold for any street block and side of the street block in which the seating space is located, and the number of tickets issued and sold for any street block and side of the street block shall be limited to the number of seats designated for such location by licensee.

(d) All such seating accommodations shall be so located as to leave a minimum street space as designated by the City Traffic Engineer for the passage of such parades.

9. All licenses, permits and privileges granted herein are expressly subject to the following terms and conditions:

(a) Licensee covenants and agrees that all concessions granted under this permit will be maintained and operated in an orderly, decent and lawful manner, and warrants that all applicable laws of the State of Texas and ordinances of the City of San Antonio will be complied with in the operation of said carnival and concessions.

(b) Licensee agrees that it will deposit with the City Clerk of the City of San Antonio not later than April 1, 1963, a public liability insurance policy, issued by an insurance company approved by the City Attorney, indemnifying and insuring the City against any and all liability for bodily injury, including death, and property damage that may result from the maintenance and operation of said carnival. The limits of said policy shall be \$50,000.00 for bodily injury arising out of any one accident, and \$5,000.00 for property damage.

(c) Licensee further agrees that, before it may stage any parade or parades under the permission herein granted, it will deposit with the City Clerk, not later than April 1, 1963, a public liability insurance policy, issued by an insurance company approved by the City Attorney indemnifying and insuring the City against any and all liability for bodily injury, including death, and property damage resulting from the use of streets and sidewalks for parade purposes, including bodily injury or property damage resulting from the construction, erection and/or maintenance of grandstands, bleachers, or chairs on the streets and adjacent sidewalks along said parade routes. The limits of said policies shall be as specified in the preceding paragraph.

(d) Licensee further agrees that it will, at its own cost and expense, defend any lawsuit which may be filed against the City in any such suit.

(e) Licensee will pay all costs incurred relative to the removing and replacing of parking meters, and will reimburse the City of San Antonio in an amount equal to the average weekly revenue derived from parking meters blocked or removed due to the operation of said carnival.

(g) Prior to July 1, 1963, Licensee will file with the City Clerk, in triplicate, complete financial report and audit, prepared by a certified public accountant, showing all moneys received by Licensee as a result of the privileges herein granted, and the manner in which such money was disbursed or expended.

(h) The Licenses and privileges herein granted may be summarily revoked, wholly or partially, for any breach by Licensee, or any of its assignees, of any provisions of this ordinance, or if, in the opinion of the City Council, the exercise of Licensee or any of its assignees of the license and privileges herein granted is contrary to the public interest.

(i) All terms and conditions hereof shall be binding on Licensee, its successors or assigns. It is expressly understood, however, that the assignment by Licensee of any license or privilege herein granted shall not operate to relieve Licensee of any of its obligations hereunder.

PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
MAYOR

ATTEST: JAMES C. KENNY Assistant City Clerk

ACCEPTED as to all terms and conditions this 17th day of October, 1962.

FIESTA SAN ANTONIO COMMISSION, INC.

BY: _____

ATTEST:

Secretary

AN ORDINANCE 30,825

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR THE CONSTRUCTION OF KELLY AIRFORCE BASE DEFENSE ACCESS ROAD AND APPROPRIATING THE SUM OF \$600,000.00 FROM U.S. HIGHWAY 90 WEST EXPRESSWAY BOND FUND #479-16 PAYABLE TO THE STATE TREASURER FOR THE CITY'S SHARE OF THE CONSTRUCTION COSTS.

* * * * *

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

1. The City Manager is authorized to execute an agreement between the City and the State of Texas providing for the construction of the Kelly Airforce Base Defense Access Road. A copy of said agreement is attached hereto and incorporated herein for all purposes.

2. The sum of \$6000,000.00 is appropriated out of U.S. Highway 90 West Expressway Bond Fund #479-16 payable to the State Treasurer, Account of Trust Fund No. 927, representing the City's share of the construction cost of the aforesaid project.

3. PASSED AND APPROVED this 17th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: JAMES C. KENNY
Assistant City Clerk

STATE OF TEXAS ()
 ()
COUNTY OF TRAVIS ()

THIS AGREEMENT, made this _____ day of _____, 1962, by and between the City of San Antonio, Texas, hereinafter called the "City", Party of the First Part, acting by and through its City Manager and the State of Texas, hereinafter called the "State", Party of the Second Part, acting by and through its state Highway Commission.

WHEREAS, it is the mutual desire of the State and City to construct a Defense Access Road between the new expressway route of U.S. Highway No. 90 and Kelly Field military establishment as outlined in Commission Minute No. 51835, dated September 25, 1962, marked Exhibit A and a Resolution by the City Council of San Antonio, dated October 3, 1962, and marked Exhibit B and each made a part of this agreement. The State will, among other things, provide for the construction of this work within these limits and the City will, among other things, contribute a fixed amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), towards the construction cost of this work, and

WHEREAS, the City by the execution of this agreement agrees to the terms and conditions of State Highway Commission Minute No. 51835, as it applies to the City.

NOW THEREFORE, it is understood that this proposed work, consisting of the construction of a Defense Access Road between the new expressway route of U.S. Highway No. 90 and the Kelly Field military establishment will be constructed by the State in line with the conditions outlined in "Exhibit A" and Exhibit B referred to herein and the City will transmit to the State with the return of this agreement, executed by the City, a warrant made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00). It is further understood that the contribution of Six Hundred Thousand and no/100 Dollars (\$600,000.00) by the City shall be a fixed amount for their share of the construction cost of this work. It is further understood that the City by the execution of this agreement agrees to the terms and conditions of State Highway Commission Minute No. 51835, as it applies to the City.

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

CITY OF SAN ANTONIO
Party of the First Part

STATE OF TEXAS
STATE HIGHWAY COMMISSION
Party of the Second Part

By: _____
City Manager

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:

ATTEST: _____
City Clerk

By: _____
State Highway Engineer under
authority of Commission Minute
30665

Recommended for execution: _____ - Engineer of Aid Projects

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City leased areas at San Antonio International Airport, known as the "Howard Service Division Area" (Lease Area #5) and the "old Slick Area" (lease Area #101), by leased dated January 31, 1958, and January 1, 1961, as authorized by Ordinance #26038 and 29433; and

WHEREAS, the City as Lessor, Howard Aero, Inc., as Lessee, and H.B. Zachry Company, as Assignee, executed an agreement dated January 12, 1962, whereby the City consented to the transfer of the aforementioned Leases by said Lessee to said assignment, such consent being authorized by Ordinance #30058; and,

WHEREAS, the City claims certain amounts and obligations are due it as Lessor under the aforementioned leases; and,

WHEREAS, Travelers Indemnity Company is surety on lease Bonds #629035 and #855369, both amended January 12, 1962, to name H.B. Zachry Company, Inc., as well as Howard Aero, Inc., as a principal on said bonds; and,

WHEREAS, the City has been requested to consent to the assignment of the aforementioned leases to Business Aircraft Corporation effective beginning the 22nd day of October, 1962;

It is mutually agreed by and between the City of San Antonio, a municipal corporation acting by and through David A. Harner its Assistant City Manager, pursuant to Ordinance #30,821 adopted October 17, 1962, (hereinafter called "City"), Howard Aero, Inc., a Texas private corporation (hereinafter called "Howard"), H.B. Zachry Company, a Delaware private corporation (hereinafter called "Zachry"), and Business Aircraft Corporation, a Texas private corporation (hereinafter called "Assignee"). Said private corporations acting by and through their designated officers pursuant to resolutions of their Boards of Directors, as follows:

- (1) City consents to the transfer and assignment of the lease of the "Howard Service Division Area" dated January 31, 1958, (Lease Area #5) and of the lease of the "Old Slick Area" dated January 1, 1961 (Lease Area #101) to said Assignee, Business Aircraft Corporation, effective October 22, 1962, upon the terms and conditions stated herein.
- (2) All of the terms and conditions of said leases shall remain in force and effect during the balance of their terms.
- (3) This agreement shall not constitute a release or waiver of any rights of or claims by the City that now exist or have accrued, or that may accrue prior to the effective date of the aforementioned assignment, against Zachry or Howard or upon bonds to the City on said leases naming Zachry and/or Howard as principals.
- (4) Assignee shall furnish City on or prior to October 22, 1962, with surety bonds and insurance policies, and required by said leases, to be in effect from and after that dated

CITY OF SAN ANTONIO
 BY: _____
 Assistant City Manger

HOWARD AERO, INC.
 BY: _____
 President

H.B. ZACHRY COMPANY
 BY: _____
 President

BUSINESS AIRCRAFT CORPORATION
 BY: _____
 President

ATTEST:

 Secretary

ATTEST:

 Secretary

ATTEST:

 Secretary

The undersigned, acting as the duly authorized Attorney in Fact for Travelers Indemnity Company states that the approval by the City of San Antonio as Lessor of the transfer of the aforementioned leased by said Lessee does and shall not release or exonerate Travelers Indemnity Company from any of its obligations on the aforementioned bonds to the City.

WITNESS MY HAND this _____ day of _____, 1962.

TRAVELERS INDEMNITY COMPANY
 BY: _____
 Attorney-in-Fact

AN ORDINANCE 30,825 - A

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY THE FIRST BAPTIST CHURCH, THE EAST TERRELL HILLS CHURCH OF THE NAZARENE, THE PRESBYTERIAN CHURCH, AND THE GRACE LUTHERAN CHURCH.

* * * * *

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

1. That the property owned by the First Baptist Church, the same being lot Circle 9, New City Block 1760, Account No. 27-2479, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of anexempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: This property consist s of a vacant lot that has been converted to a parking area and is utilized by members of the First Baptist Church while attending religious service.

2. That the property owned by the East Terrell Hills Church of the Nazarene, the same being the N. 150' of Lot 2, Block 2, New City Block 12524, Account No. 608-237-91-93, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The East Terrell Hills Church of The Nazarene has been constructed on this property, and regular religious services have been held since October, 1961.

3. That the property formerly owned by the Trustees of the Presbytery of Austin of the Presbyterian Church in the United States of America, the same being the S. 38.4' of the N. 129' of Lot 1 and the S. 38.4' of the N. 129' of the W. 1/2 of Lot 2, New City Block 2242, Account No. 36-912, located in the City of San Antonio, Bexar County, Texas, is hereby declared to have been of an exempt character and not subject to municipal ad valorem taxation for the years 1934 through 1939, and taxes assessed against the same for the years involved are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this lot consists of a three-room house known as 420 North Calvaeras Street, and was used for the years involved to conduct Bible Classes and Sunday school in conjunction with the Church of the Divine Redeemer located at 407 North Calaveras Street.

4. Thattthe property owned by the Grace Lutheran Church, the same being Lot 11 and the N.W. 30' of Lot 9, Block 14, New City Block 434, Account No. 9-376, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be o f anexempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemptionuunder the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1959 through 1961, at which time said property was of anexempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: This property consists of a paved parking lot directly across the street from the Grace Lutheran Church, and is utilized for parking purposes by the membersoof the congregation.

PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,826

CREATING THE POSITION OF ATTORNEY I IN THE LEGAL DEPARTMENT AT SALARY RANGE 23.

* * * * *

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

- 1. The position of Attorney I, at Salary Range 23, is hereby created in the City Legal Department.
- 2. It is hereby authorized that the amount of \$3,575.00 be transferred from Account No.k 40-01-01 to Account No. 05-01-01 to cover the cost of salary and retirement for this position.
- 3. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,827

CLOSING A PORTION OF THE ALLEY ADJACENT TO BLOCK II, NCB 10383 AND AUTHORIZING THE QUITCLAIM OF THIS AREA TO COMMUNITY REALTY COMPANY, INC.

* * * * *

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

- 1. A portion of the alley adjacent to Block 11, NCB 10383, as more fully described in the field notes attached hereto, is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim to the Quitclaim to the aforementioned area to Community Realty Company, Inc., for and in consideration of the sum of \$145.00. Delivery of said Quitclaim will not be made until the area being quitclaimed has been properly replatted and accepted by the Planning Commission.

3. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,828

MAKING AND MANIFESTING A BILL OF SALE IN FAVOR OF GUADALUPE AND ORALIA LEIJA FOR A HOUSE AND CLOTHES POLES LOCATED AT 527 DARBY, SAN ANTONIO, TEXAS, ON PARCEL 5595 (K-2) KELLY ACCESS ROAD, FOR THE SUM OF \$649.50.

* * * * *

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

1. That this ordinance makes and manifests a bill of sale in favor of Guadalupe and Oralia Leija, for a house and clothes poles located at 527 Darby, San Antonio, Texas, on Expressway right of way, Parcel 5595 (K-2) Kelly Access Road, in San Antonio, Bexar County, Texas, for and in consideration of the sum of \$649.50, certified check for said amount payable to the City of San Antonio being hereto attached, and exhibited herewith.

2. That said house and clothes poles shall be moved from the hereinabove described premises according to the terms of the proposal by the purchaser, a copy of which is attached hereto and incorporated herein.

3. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,829

CLOSING A PORTION OF MORALES STREET AND AUTHORIZING THE QUITCLAIM OF THIS AREA TO BEXAR COUNTY HOSPITAL DISTRICT.

* * * * *

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

1. A portion of Morales Street between NCB 289 and NCB 290, extending from Frio Street to N. Leona, as more particularly described in the attached Quitclaim, is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim to the aforementioned area to Bexar County Hospital District in consideration of the sum of \$1.00. Delivery of said Quitclaim will not be made until the area being quitclaimed has been properly replatted and accepted by the Planning Commission.

3. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,830

APPROPRIATING THE SUM OF \$11,635.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR STORM DRAINAGE #43 PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE #39 PROJECT; SOUTHCROSS BOULEVARD PAVING PROJECT; STORM DRAINAGE 72, 72x PROJECT; ACCEPTING ONE STORM DRAINAGE EASEMENT DEDICATION AND TWO MISCELLANEOUS EASEMENT DEDICATIONS.

* * * * *

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

1. The sum of \$4,700.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #43 Project as follows:

a. \$3,300.00 payable to Guardian Abstract & Title Company as escrow agent for Armine Franks and S.G. Franks for title to the North 81 feet of Lots 35 and 36, Block 6, NCB 3458, being Parcels 5231 and 5232.

b. \$1,400.00 payable to Guardian Abstract & Title Company as escrow agent for David Huron, Jr., and Mariana Padilla Huron for easement over a tract of land out of Lot 2, Block 12, NCB 2842, being Parcel 5240.

A copy of the Sales Agreement and of the Agreement for Easements on the aforementioned parcels are filed herewith and incorporated herein for all purposes.

2. The sum of \$1,900.00 is hereby appropriated out of Storm Sewer and Drainage Bonds,

1957, #479-13, for acquisition of right of way for Storm Drainage #58 Project as follows:

a. ~~\$1,500.00~~ ^{\$400.00} payable to Guaranty Abstract & Title Company as escrow agent for Ada Wisian for title to all of Lot 32, Block 3, NCB 8266, being Parcel 5473.

b. ~~\$400.00~~ ^{\$1,500.00} payable to Guaranty Abstract & Title Company as escrow agent for Frances Deike and Edwin Deike for title to all of Lots 22, 23, 24 and 25, Block 5, NCB 8262, being Parcels 5407 through 5410.

Copies of the Sales Agreements are filed herewith and incorporated herein and incorporated herein for all purposes.

3. The sum of \$400.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, for acquisition of right of way for Storm Drainage #39 Project as follows:

a. \$200.00 payable to Joe N. Fisher for an 8.50 foot construction easement out of Lots 3, 4, and 5, Block 3, NCB 6968, being Parcel 5506-A.

b. \$200.00 payable to Alamo Title Company as escrow agent for Henry C. Johnson, Jr., et al for easement over a tract of land out of Lot 42, NCB 3426, being Parcel 5508 and over a tract of land out of Lot 43, NCB 3426, being Parcel 5509.

A copy of each of the aforementioned instruments is filed herewith and incorporated herein by reference.

4. The sum of \$300.00 is appropriated out of Street Improvement Bonds, 1957, #479-10, payable to Gerardo Juarez and Beatrice S. Juarez for License Agreement for all of Lots 18 and 19 NCB 8951, being Parcel 5519 for Southcross Boulevard Paving Project. A copy of the License Agreement is filed herewith and incorporated herein by reference for all purposes.

5. The sum of \$4,335.00 payable to Alamo Title Company as escrow agent for Aaron L. Finger, et al for drainage easement out of Lot 12, NCB 8406, being Parcel 3693, for Storm Drainage 72, 72x Project is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13. A copy of the Agreement for Easements is filed herewith and incorporated herein by reference for all purposes. Further, the City Manager is hereby authorized to execute a Release of Easement to Aaron L. Finger, et al, to the sanitary sewer easement now existing through Lot 12, NCB 8406, and filed of record in Vol. 3031, Page 261 and Vol. 3039, Page 370, Bexar County Records said easement having been declared surplus to the needs of the City as determined by the Department of Public Works.

6. Dedication of right of way over the North 35.0 feet of Lots 16 and 17, Block 2, NCB 11438 and the South 35.0 feet of Lots 9 and 10, Block 3, NCB 11439 for storm drainage easement purposes by Hyman Marcus is hereby accepted. A copy of said dedication instrument is filed herewith and incorporated herein by reference. (Miscellaneous Easement)

Dedication of all of Lot 18, Block 2, NCB 11438, and all of Lot 8, Block 3, NCB 11439 by Hyman Marcus is hereby accepted. A copy of said dedication instrument is filed herewith and incorporated herein by reference. (miscellaneous Easement)

7. Dedication of easement for Miscellaneous Easement purposes to the south 6.0 feet of Lots 48, 49, 50, 51, 52, 53, 54 and 55, NCB 9716 by Kenneth L. Browne is hereby accepted. A copy of said dedication instrument is filed herewith and incorporated herein by reference.

8. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,831

CLOSING AND ABANDONING A PORTION OF NORTH SALADO STREET BETWEEN MARTIN AND MORALES STREETS AND AUTHORIZING EXECUTION OF QUITCLAIMS OF SAID AREA TO CRAPENTER PAPER COMPANY AND TO ALBERT C. SIEN, SR., AND LOUIS E. SIEN, SR., IN CONSIDERATION OF PAYMENTS TO THE CITY TOTALING \$6,000.00.

* * * * *

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

1. The portion of North Salado Street from Martin Street to Morales Street between NCB 221 and NCB 250 is hereby closed and abandoned.

2. Execution of a quitclaim of the portion of North Salado Street from W. Martin Street north to the Missouri-Pacific Railroad Spur to Albert C. Sien, Sr., and Louis E. Sien, Sr., in consideration of payment to the City of the sum of \$3,500.00 by said parties, and of a quitclaim to the portion of North Salado Street from Morales Street south to the Missouri-Pacific Railroad Spur to Carpenter Paper Company in consideration of payment to the City of the sum of \$2,500.00 is hereby authorized. A copy of each of said instruments is attached hereto and incorporated herein for all purposes.

Said quitclaims shall not be delivered until proper replatting of the property has been approved by the Planning Commission.

3. The actions hereby taken and authorized are done subject to existing rights in the affected area held by Missouri-Pacific Railroad Company or affiliated companies.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN - City Clerk

AN ORDINANCE 30,832

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

* * * * *

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

1. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: all of that area extending beyond the present city limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

2. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

3. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

4. The City Engineer and 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.

5. After the introduction of this ordinance, and after it had been amended as desired by the City Council of the City of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

6. PASSED AND APPROVED for publication this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,833

AUTHORIZING THE EXECUTION OF A LEASE WITH CREST CONVERSIONS, INC., FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is hereby authorized to execute a lease with Crest Conversions, Inc., for space in Bay 4, Building 130, at San Antonio International Airport for a period of one (1) year starting October 25, 1962, A copy of said lease is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS | SAN ANTONIO INTERNATIONAL AIRPORT LEASE
 | |
COUNTY OF BEXAR | |

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David Harner, its Assistant City Manager, pursuant to Ordinance No. 30,833 adopted October 24th, 1962, (hereinafter called "Lessor"), and Crest Conversions, Inc., a corporation incorporated under the laws of Texas, (hereinafter called "Lessee", WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: (A) 4,562.5 Sq. Ft. @\$.44
- (B) 685 Sq. Ft. @\$.24 (2nd floor very rough improvement)
- B. Ground: 7,562.5 Sq. Ft. @\$.04

2. BASE RENTAL

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

Premises	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
----------	---------	----------------------------	------------------	-------------------

A. Building:	(A) 4,562.5	\$.44	\$2,077.50	\$167.29
	(B) 685	\$.24	164.40	13.70
B. Ground:	7,562.5	\$.04	\$ 302.50	\$ 25.21

3. TERM

The term of this lease shall be for the One-Year period beginning October 25, 1962

4. USE(S) OF PREMISES

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

5. LIABILITY INSURANCE

Lessees shall carry public liability insurance covering Lessee's operation on and about the leased premises with limits (minimum) of \$100,000.00 for one person and \$250,000.00 for one accident on personal liability, and \$50,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$2,400.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney for the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

Aeronautical Radio, Inc. will be allowed access to their space.

EXECUTED this 24th day of October, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

CREST CONVERSIONS, INC. Lessee

BY: _____

(Title)

(Mail Address)

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Crest Conversions, Inc., a corporation incorporated under the laws of Texas)

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

1% of the first \$200,000 of each year's applicable gross receipts;

3/4% of the second \$200,000 of each year's applicable gross receipts;

1/2% of the third \$200,000 of each year's applicable gross receipts;

1/4% of the fourth \$200,000 of each year's applicable gross receipts;

1/10% of the excess over \$800,000 of each year's applicable gross receipts;

B. DEFINITION:

The term "applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and nature regardless of when paid, or whether paid for, together with the aggregate amount of all exchange of goods, wares, merchandise and services, at the selling price or reasonable value thereof,

whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories and supplies, and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year, submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2 and the similar average of indices for WHOLESale PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending September 30, is 111.3. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

3. USE(S) OF PREMISES

A. Lessee shall have the right to use, in common with other persons, all public facilities at San Antonio International Airport in such manner as may be necessary or convenient to

the conduct of Lessee's business. Use of such facilities is and shall be subject to regulation by ordinance(s) or rules adopted by the City of San Antonio.

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is not provided for under the regular trash and garbage pick-ups provided by the City as a regular service except that Lessee may temporarily deposit same on the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents employees and servants.

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

Notices to 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 scertified mail, postage prepaid, addressed to Lessee at the address shown on Page 2.

AN ORDINANCE 30,834

THIS ORDINANCE MAKES AND MANIFESTS THE EXTENSION FOR A PERIOD OF ONE(1) YEAR BEGINNING JANUARY 1, 1963, THE CONTRACT WITH MURRAY BROOKS, WILLIAM BOUBLE AND JACK CARNEY AS MANAGERS OF SAN ANTONIO MUNICIPAL GOLF COURSES.

* * * * *

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

1. The contracts authorized by Ordinance #30039, dated December 27, 1961, for the management of the golf courses at Brackenridge Park, Willow Springs and Riverside are hereby extended for aperiod of one (1) year, beginning January 1, 1963, under the same terms and conditions as are now cntained in the existing contracts with:

<u>Manager</u>	<u>Golf Course</u>
Murray Brooks	Brackenridge
William Bouble	Willow Springs
Jack Carney	Riverside

2. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

3. ACCEPTED IN ALL THINGS this 24th day of October, 1962.

MURRAY BROOKS

4. ACCEPTED IN ALL THINGS this 24th day of Ocstober, 1962.

WILLIAM BOUBLE

5. ACCEPTED IN ALL THINGS this 24th day of October, 1962.

JACK CARNEY

AN ORDINANCE 30,835

AUTHORIZING THE PAYMENT OF THE SUM OF \$68.35 FROM SPECIAL PROJECT BUDGET ACCOUNT 11-03-18 TO G.W. DICKERSON AND SONS FOR ADDITIONAL MATERIALS REQUIRED TO CONSTRUCT OLMOS BASIN SANITARY SEWER.

* * * * *

WHEREAS, G.W. Dickerson & Sons, by Ordinance No. 20749, was awarded the contract to construct sanitary sewers for Olmos Basin Golf Course at a cost of \$4,034.13' and

WHEREAS, during the construction of this project it was found necessary to use more of the 2500# concrete encasement than was originally estimated; and,

WHEREAS, this additional requirement resulted in an over-run of the original contract amount by the sum of \$68.35; NOW, THEREFORE,

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

1. Payment of the sum of \$68.35 from Special Project Budget Account 11-03-18 to G.W. Dickerson & Sons is hereby authorized.

2. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,836

AMENDING ORDINANCE NO. 29763 AND 30093 EMPLOYING EUGENE T. SMITH, ARCHITECT, FOR SERVICES

TO PREPARE A REPORT AND AS A GRAPHICS SPECIALIST, RESPECTIVELY, FOR PROJECT SARAH SO AS TO CHANGE METHOD OF PAYMENT UPON ACCEPTANCE OF FINAL REPORT.

* * * * *

WHEREAS, Ordinance Nos. 29763 and 30003 authorized employment of Eugene T. Smith, Architect to prepare a report and to act as graphic specialist thereon, respectively, in connection with Low Cost Housing Project Sarah; and

WHEREAS, Paragraph 3 of said ordinances authorized payments in the sum of \$750.00 and \$700.00 respectively, a total of \$1,450.00 out of General Fund Account No. 14-02-03 upon acceptance of the final report by the City Director of Planning; NOW, THEREFORE:

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

1. Paragraphs 3 of each of Ordinance Nos. 29763 and 30003 are hereby amended to provide that said total payment of \$1,450.00 be made as follows:

Payments, out of General Fund, Account No. 14-02-03, to said Eugene T. Smith, in the sum of \$1,200.00 immediately for said services, and in the remaining sum of \$250.00 upon acceptance of the final report by the City Director of Planning, are hereby authorized.

2. All other provisions of said ordinances are to remain in full force and effect.

3. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,837

AUTHORIZING PAYMENT OF \$6,745.69 FROM POLICE HEADQUARTERS BUILDING BOND FUND NO. 479-15 TO NOONAN AND DROCKER, ARCHITECTS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH CONSTRUCTION OF POLICE HEADQUARTERS BUILDING.

* * * * *

WHEREAS, by Ordinance No. 27612, dated May 28, 1959, the City accepted a proposal of Noonan and Krocker, Architects, for the performance of architectural services in connection with the construction of a new Police Headquarters Building and authorized the execution of a contract therefor; and,

WHEREAS, by Contract dated May 28, 1959, the City agreed to pay to said architects for such services a fee of 6% of the cost of the work; and,

WHEREAS, by Ordinance No. 28495, dated May 19, 1960, the City appropriated the sum of \$84,000.00 from Police Headquarters Building Bond Fund No. 479-15, payable to said architects for said services, said amount being 6% of \$1,400,000, the estimated cost of the work; and,

WHEREAS, all contracts in connection with the construction of said building have been completed and accepted by the City, and the total cost therefor is \$1,512,428.18 for which the total fee of 6% due the said architects is \$90,745.69; and,

WHEREAS, \$6,745.69, the difference between \$90,745.69 the total amount due, and \$84,000.00 the amount already paid as aforesaid, is now due and payable; NOW, THEREFORE:

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

1. Payment of the sum of \$6,745.69 from Police Headquarters Building Bond Fund No. 479-15 to Noonan and Krocker, Architects, as final payment in full for all architectural services rendered in connection with the construction of Police Headquarters Building is hereby authorized.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,838

AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED _____, BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT(S) AT THE LOCATION(S) SHOWN ON EXHIBIT I ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SAN ANTONIO, PROVIDING FOR THE EXECUTION OF SAID AGREEMENT, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. That the certain agreement dated _____ between the State of Texas and the City of San Antonio, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of San Antonio be and the same is hereby approved, and _____ is hereby authorized to execute said agreement on behalf of the City of San Antonio, and to transmit the same to the State to Texas for appropriate action.

SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the approved public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,839

AMENDING SECTION 38-107 SCHEDULE "A", FULL SIGNAL OPERATION LOCATIONS; SECTION 38-109, SCHEDULE "C", FULL STOP LOCATIONS; SECTION 38-110; SCHEDULE "D", YIELD RIGHT OF WAY LOCATIONS; SECTION 38-111, SCHEDULE "E", SPEED LIMITS; SECTION 38-113, SCHEDULE "G", PARKING PROHIBITED AT ALL TIMES, OF THE CITY CODE OF THE CITY OF SAN ANTONIO.

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

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

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

Bowie, Fourth	and	Nacogdoches
Houston (E)	and	Jefferson*
Houston (E)	and	Presa (N)*

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

San Pedro 86' South at Sprucewood

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

THROUGH STREET

Ansley
Barclay
Bob Billa
Benham
Bruhn
Burrwood
Channing
Cavalier
Colima
Commerce (E)
Commercial
Commercial
Commercial
Commercial
Commercial
Dudley
Durango
Eighteenth (SW)
Elmendorf (N)
El Paso
El Paso
Euclid
Evergreen (W)
"F" Street

CROSS STREET

Garnett
Cheyenne
Wales
Willenbrock
Chalmers
Blossom View
Mittmante
Charlotte
Rosillo
Bowie
Brighton
Chalmers
Crystal
Flanders
Keats
Gainesborough
San Manuel (S)
Chihuahua
Lyons
Chupaderas (S)
San Bernardo (S)
Lewis
Howard
Bookertee

THROUGH STREET

Gettysburg
Gladstone
Graham Alley

Grant
Hillcrest
Houston (W)
Hutchins
Klaus
Laredo (S)

Leona (S)
Lockhart
Mayfield (W)
McMullen (SW)
Northridge
Olive (N)
Perez
San Augustine
San Fernando
San Ignacio (S)
San Jacinto (S)
Santa Paula

CROSS STREET

Epler
Buffalo
Exit to Police
Parking Lot
Huisache (W)
Overhill
San Jacinto (N)
Logwood
Scotchdale
Exit to Police
Parking Lot
Produce Row
Blue Bonnet
Oregon
Blue Ridge
Greenwich
Gibbs
N.W. 21st
Blue Ridge
San Manuel (S)
Buena Vista
Colima
Ridgewood (W)

Santa Paula
Semlinger
Tampico
Thirty-Fifth (SW)
Thorain
Travis (W)
Twentieth (NW)
Utopia
Westfall
Woodridge
Woodridge
Yett
Yett

San Francisco
Glen Oak
Comal (S)
Marbach
Howard
Spring (N)
Travis
Pickwell
Clark
Blanton
Burnside
Lanier
Wimberly

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

THROUGH STREET

Comal (S)
Logwood

CROSS STREET

Tampico
Hutchins

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

THROUGH STREET

Bartholomew
Beal
Bruhn
Carolwood
Damon
Denver
Edgebrook

CROSS STREET

Wilcox
Brad
Vermont
Grey Oaks
Ninety-First
Olive (S)
Blossom View

THROUGH STREET

El Paso
Harlan (W)
Killarney
Kopplow
LaRosa
Linares
Perez
Thorain
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Willenbrock
Winnemayock
Woodbury

CROSS STREET

Twenty-Fifth (SW)
Packard
Wales
Bascum
Albren
Royston
Murray (N)
Brad
Bayhead
Bernadine
Creekmoore
Hershey
Lakewood
Mary Diane
Sea Breeze
Stoneleigh
Wycliffe
Tucker
Salisbury

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

THROUGH STREET

Marbach
Northridge
Olive (N)
Perez
Semlinger
Utopia

CROSS STREET

Thirty-Fifth (SW)
Greenwich
Gibbs
N.W. 21st
Glen Oak
Pickwell

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

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
I.H. 10	Fredericksburg Road to City Limits (E) of Balcones Heights	55 MPH Max.
	and from City Limits (W) of Balcones Heights to Kenney Road	40 MPH Min.
I.H. 10	Kenny Road to City Limits	60 MPH Day 55 MPH Night
I.H. North and South Frontage Roads	Bond Hildebrand to Fredericksburg Road	35 MPH
Pan Am Expressway	Broadway to Military (SW)	55 MPH Max. 40 MPH Min.
Pan Am Expressway North Frontage Road (North Bound)	Broadway to Willow Springs Road Willow Springs Road to Fratt Interchange	35 MPH 40 MPH

STREETEXTENTSPEED

Pan Am Expressway North Frontage Road (South Bound)	Broadway to Moore Moore to Fratt Interchange	35 MPH 40 MPH
Pan Am Expressway South Frontage Road (north Bound)	City Limits to S.W. Military S.W. Military to McCleary	45 MPH 35 MPH
Pan Am Expressway South Frontage Road (South Bound)	City Limits to S.W. Military S.W. Military to Nogalitos	45 MPH 35 MPH
Pan Am (N) East Bound Frontage Road	Willow Springs to New Braunfels	35 MPH

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

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Interstate Highway 10	Fredricksburg Road to City Limits	55 MPH Max. 40 MPH Min.
Interstate Highway 35 I.H. 35 North and East Bound	Rittiman Road to Artesia Road Nogalitos to San Antonio River San Antonio River to Avenue B Avenue B to Broadway	55 MPH 50 MPH 40 MPH 30 MPH
I.H. 35 North and South Bound Frontage Roads	Rittiman Road to Artesia Road	40 MPH
Pan Am North Bound Fronrage Road to (I.H. 35)	1/4 mi. South of Rittiman Road to Fratt Interchange	40 MPH
Pan Am South Bound Frantage Road (I.H. 35)	1/4 mi. South of Rittiman Road to Fratt Interchange	40 MPH

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

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Boswell	S.W. Military to Dickson	Both
Broadway (N)	Groveland to Hildebrand	Even
Bulebra	Elmendorf to N.W. 24th	Odd Both
McKinley	Hackberry to Olive (S)	Odd
Olmos Drive	Blanco to Grant	Odd

10. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,840

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 112 BICYCLES, 30 FRAMES AND ASSORTED PARTS AND ONE (1) GO-KART FRAME, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 112 bicycles, 30 frames and assorted parts and 1 go-kart frame, not owned or claimed by the City of San Antonio; and,

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

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

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

1. Said property consisting of 112 bicycles, 30 frames and assorted parts and 1 go-kart frame described in the aforesaid schedule is hereby ordered to be sold at public auction after a ten (10) day notice period, during which this ordinance shall be published twice in the "Commercial Recorder" giving the day hour and place of said sale.

2. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale for these items is to be held at the Police Storage Lot at 406 S. Laredo Street, beginning November 17, 1962, from 10:00 A.M. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

3. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage

and care thereof and all other expenses in connection therewith.

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

5. Within five (5) days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

6. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,841

REPEALING SECTION 17-5 OF THE SAN ANTONIO CITY CODE OF 1950 AND AMENDMENTS THERETO AND ESTABLISHING RATES AND CHARGES AND AUTHORIZING THE CITY WATER BOARD TO EFFECT NECESSARY COLLECTIONS FOR SEWER SERVICE CHARGES IN THE MUNICIPALITIES OF TERRELL HILLS AND BALCONES HEIGHTS; AND REPEALING ORDINANCE #29779 WHICH AUTHORIZED SEWER ENGINEER TO APPROVE APPLICATIONS.

* * * * *

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

1. Section 17-5 of the San Antonio City Code of 1950, Ordinance #19902 dated January 21, 1954, Ordinance #21458, dated July 7, 1955, Ordinance #24125, dated December 20, 1956, and Ordinance #29779, dated August 23, 1961, are hereby repealed.

2. The following rates and charges are hereby established for each residence, apartment, tourist court, business and other building outside the corporate limits of the City now connected to, directly or indirectly, or that may hereafter be so connected with, and using the sanitary sewer system of the City for the disposal of sewage:

- (a) A fee of \$12.00 per annum for each four-fixture connection;
- (b) For each unit of more than four fixtures, an annual fee of \$12.00 plus \$2.00 for each additional fixture in excess of four.

3. The City Water Board shall, effective January 1, 1963, include in the monthly water bill rendered its customers, in the municipalities of Terrell Hills and Balcones Heights, one-twelfth (1/12) of the sewer service charges prescribed in Paragraph 2 above.

4. The charges provided for herein shall become delinquent ten (10) days after the bill therefor is rendered. All bills shall be considered rendered when sent to the user, and the failure to receive any such bill by the user shall in no way relieve said user of the duty to pay for the service rendered.

5. On failure of any person, firm or corporation to pay, within ten (10) days from the date of delinquency, any charge or charges levied and assessed under the terms hereof, the City shall have the power and right to disconnect from the sewer system of the City the premises to which such charges are applicable and, in addition, the City shall have the right to discontinue water service to such premises until such charges are paid in full. In case of disconnection of such sewer service, such service shall not be resumed until the charges due, plus the sum of \$5.00 to cover the cost of such disconnection, shall have been paid. In case water service is discontinued, it shall not be resumed until the sewer charge due, plus the sum of \$2.00 has been paid. In such event, the additional charge of \$2.00 shall be retained by the City Water Board.

6. Where any user liable for sewer charges shall leave the premises to which such charge is applicable, he shall not be furnished sewer service or City Water service at the new premises occupied by him until all sewer charges due by him have been paid in full.

7. All income and revenues derived from the operation of the sanitary sewer system and the collection of the charges hereby established shall be deposited in the "Revenue Fund" established by Ordinance No. 30307, passed and approved May 2, 1962.

8. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,842

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GLOBE DEMOLITION, INC. FOR THE DEMOLITION OF THE BAPTIST MISSION HOME, SOUTH LAREDO STREET, AND TRANSFERRING \$950.00 FROM SPECIAL PROJECTS ACCOUNT NO. 30-01-01 PUBLIC IMPROVEMENT UNALLOCATED TO ACCOUNT NO. 21-05-01 URBAN RENEWAL DEMOLITION FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bid of Globe Demolition, Inc. for the complete demolition of the Baptist Mission Home, South Laredo Street, for the City of San Antonio Urban Renewal Agency

for a net total of \$950.00 is hereby accepted.

2. The sum of-\$950.00 is hereby transferred from Special Project Account No. 30-01-01 Public Improvement Un-allocated to Account No. 21-05-01 Urban Renewal Demolition for payment to Globe Demolition Inc. for the above.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,843

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF INTERNATIONAL BUSINESS MACHINES CORPORATION TO FURNISH THE CITY OF SAN ANTONIO TAX DIVISION WITH CERTAIN TAX STATEMENTS- REAL AND PERSONAL PROPERTY FOR A NET TOTAL OF \$1206.18.

* * * * *

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

1. The attached low qualified bid of International Business Machines Corporation, dated 18 October 1962 to furnish the City of San Antonio, Department of Finance, Tax Division with certain tax statements - Real and Personal Property for a net total of \$1,206.18 is hereby accepted.

2. All other bids received are hereby rejected.

3. Payment to be made from 1-01 General Fund, Department of Finance, Tax Division, Account No. 06-03-02.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,844

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE MAYFAIR AGENCY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH SUBSCRIPTIONS TO CERTAIN PERIODICALS FOR ONE YEAR PERIOD FOR A TOTAL OF \$4,968.81.

* * * * *

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

1. The attached low qualified bid of the Mayfair Agency dated October 17, 1962 to furnish the City of San Antonio, Public Library with certain subscriptions for periodicals as per list attached for a one year period for a net total of \$4,968.81 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Libraries, Account No. 15-02-01, Code 2-64.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,845

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TINER'S SPORTING GOODS TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN REVOLVERS FOR A TOTAL OF \$1,643.44.

* * * * *

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

1. The attached low qualified bid of Tiner's Sporting Goods, dated October 12, 1962, to furnish the City of San Antonio Police Department with 46 Smith & Wesson "Military & Police model revolvers for a total of \$2,244.34, less trade-ins \$600.90 - \$1,643.44 less 2% - 10 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Police Department, Account No. 07-04-01 Code 5-20.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of October, 1962.

ATTEST: J.H. INSELMANN (City Clerk) W.W. McAllister - M A Y O R

AN ORDINANCE 30,846

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ACME IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH ONE DRAGLINE BUCKET FOR \$820.00.

* * * * *

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

- 1. The attached low qualified bid of Acme Iron Works, dated 18 October 1962, to furnish the City of San Antonio Department of Public Works (Special Projects) with one Dragline Bucket for a total of \$820.00, less 1% - 10 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,847

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CONTRACTORS MACHINERY COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH ONE CLAM-SHELL FOR \$1,603.31.

* * * * *

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

- 1. The attached low qualified bid of Contractors Machinery Company, dated 18 October 1962 to furnish the City of San Antonio Department of Public Works (Special Projects) with one Clamshell for a total of \$1,603.31, net-10 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

Lease to ORDINANCE NUMBER 30,838

STATE OF TEXAS }
COUNTY OF TRAVIS }

THIS AGREEMENT made this _____ day of _____, 1962, 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 24th day of October, 1962, hereinafter called the "City", Party of the Second Part:

W I T N E S S E S :

WHEREAS, the City has authorized the installation of highway traffic signal(s) by Ordinance passed on the 24th day of October, 1962, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City:

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 signal(s) 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 EXHIBIT 2, and made a part hereof.
- 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.

ATTEST:

Secretary for City By Mayor

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 Chief Engineer of Maintenance Operations

RECOMMENDED FOR APPROVAL:

District Engineer

Engineer of Traffic

APPROVED AS TO FORM:

General Attorneys for the City

Assistant Attorney General

AN ORDINANCE 30,848

ACCEPTING THE LOW BID OF EDGAR TOBIN AERIAL SURVEYS FOR CERTAIN MAP REDUCTIONS AT A COST OF \$7,895.00; AUTHORIZING THE PAYMENT OF THE SUM OF \$7,895.00 FROM THE GENERAL FUND TO EXGAR TOBIN AERIAL SURVEYS; ACCEPTING THE OFFER OF BEXAR COUNTY, STATE OF TEXAS FOR THE PURCHASE OF CERTAIN OF SAID MAPREDUCTIONS AT A COST OF \$3,947.50.

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

- 1. The attached low bid of Edgar Tobin Aerial Surveys, dated October 16, 1962, in the amount of \$7,895.00 for certain map reductions is hereby authorized.
2. Payment of the sum of \$7,895.00 from the General Fund to Edgar Tobin Aerial Surveys is hereby authorized and chargeable to the following accounts:
Account No. 06-03-02, Code 2-70 \$1,973.75
Account No. 14-02-01, Code 2-70 1,973.75
Reimbursable From Bexar County, State of Texas 3,947.50
3. The contract is attached hereto and made a part hereof.
4. All other bids are hereby rejected.
5. The offer of Bexar County, State of Texas, for the purchase from the City certain of said map reductions for the sum of \$3,947.50 and the purchase of certain supplies in connection herewith for the sum of \$228.50 is hereby accepted. A copy of said agreement is attached hereto and made a part hereof, and the City Manager is authorized to execute the same.
6. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

THIS CONTRACT AND AGREEMENT made and entered into by and between Commissioners Court of

Bexar County, Texas, acting herein by and through CHAS. G. Davis, Tax Assessor-Collector of Bexar County, Texas, as agent for said Court, thereunto by order of said Court duly authorized under order dated September 26, 1962, herein referred to as "County", and the CITY OF SAN ANTONIO, acting herein by and through its duly qualified and acting City Manger, thereunto duly authorized by Ordinance of said City of San Antonio, dated the 23rd day of October, 1962, herein referred to as "City";

W I T N E S S E T H :

- 1. "CITY" owns maps of the entire area lying within its city limits that it purchased and paid for, and it has the permission to sell such maps or duplicates thereof from the producer of the same.
- 2. "CITY" agrees to sell and deliver all of such maps according to specifications attached hereto and made a part hereof.
- 3. "COUNTY" agrees to pay "CITY" the sum of \$4,176.50 for all of such maps when same have been delivered and received by the said County-Tax Assessor-Collector of Bexar County.
- 4. "CITY" agrees to furnish and deliver such maps within sixty (60) days from date hereof.

EXECUTED at San Antonio, Texas, this the 24th day of October, 1962.

Chas. G. Davis, Tax Assessor-Collector
of Bexar County, Texas, as Agent for
"COUNTY"

CITY OF SAN ANTONIO

By _____
City Manager of "CITY"

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

AN ORDINANCE 30,849

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SHINER-SIEN PAPER COMPANY TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT WITH CERTAIN OFFSET PAPER FOR \$1,720.00.

* * * * *

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

- 1. The attached low qualified bid of Shiner-Sien Paper Company, dated October 8, 1962 to furnish the City of San Antonio Department of Finance - Central Stores with certain offset paper for a total of \$1,720.00, less 2% - 10 days is hereby accepted.
- 2. Payment to be made from Working Capital - Fund 6-01, Code 6002.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,850

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN TRACTOR-MOWERS FOR A TOTAL OF \$6,409.50.

* * * * *

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

- 1. The attached low qualified bid of The Torgerson Company, dated October 1962, to furnish the City of San Antonio Department of Parks and Recreation with two Ford tractors, for a total of \$6,409.50, net, is hereby accepted.
- 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 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,851

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF H.W. LEWIS EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CRAWLER TRACTOR DOZERS FOR A TOTAL OF \$79,175.00.

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

1. The attached low qualified bid of H.W. Lewis Equipment Company, dated 18 October 1962, to furnish the City of San Antonio Department of Public Works with three Crawler Tractors Dozers for a total of \$79,175.00 net, is hereby accepted.

2. Payment is to be made from Geenal Fund 1-01, Department of Public Works, Account No. 09-21-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,852

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JESS MCNEEL MACHINERY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMET OF PUBLIC WORKS, WITH ONE MOTOR CRANE FOR \$32,485.00.

* * * * *

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

1. The attached low qualified bid of Jess McNeel Machinery Corporation, dated 18 October 1962, to furnish the City of San Antoni Department of Public Works (Special Projects), with one Motor Crane for a total of \$32,485.00, net, is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

For Ordinance 30,⁸⁵³~~503~~, see page 397

A RESOLUTION

EXPRSSSING SINCERE SORROW AT THE DEMISE OF LIEUTENANT COLONEL GEORGE M. ROPER, RETIRED

* * * * *

WHEREAS, the City of San Antonio has learned of the passing of Lieutenant Colonel George M. Roper, Retired, and

WHEREAS, Lieutenant Colonel Roper ably and sincerely served the City of San Antonio as Fire and Police Commissioner during 1951, and as a member of the first City Council under the Council-Manager form of govenment, thereby contributing greatly to the community's progress and prosperity, and

WHEREAS, in the loss of Lieutenant Colonel Roper, the City has lost a valuable and respected member of the community, NOW, THEREFORE:

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

This Council exprssses its sincere sorrwo at the demise of this active and dedicated gentleman.

It is the desire of this Council thatthis Resolution be inscribed in the public records of the City and a copy be forwarded to the bereaved family with a sincere expression of sympathy.

PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

EXPRESSING SINCERE SORROW IN THE LOSS OF TOM SLICK, OUTSTANDING PHILANTHROPIST.

* * * * *

WHEREAS, in the untimely deathof Tom Slick, at the age of 46, the City of San Antonio has losta most valuable and beloved member of the community, and

WHEREAS, Tom Slick was a well known philanthropist who, through his generosity and leadership, helped to develop the huge research complex which includes the Southwest Research Institute, the Couthwest Foundation for Research and Education, and the Southwest Agricultural Industry, and

WHEREAS, Philanthropist Tom Slick was always interested in the furtherance of higher education and contributed heavily in the development of Trinity University, and was a director of the Foundation of Experimental Biology and the Stanford Research Institute, and

WHEREAS, through the philanthropies of Tom Slick, the research complex has become one of the major industries in the community and the many discoveries made by the Southwest Research Foundation have contributed greatly to the progress and welfare of the nation, and Trinity University has become one of the outstanding schools of Higher learning in the Southwest, for which the City of San Antonio will forever be indebted, NOW, THEREFORE:

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

The City Council hereby expressed sincere sorrow in the loss of this outstanding Philanthropist and it is decreed that this Resolution be inscribed in the public records of the City in reverent memory of one who contributed so much to the progress and welfare of the community.

PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

EXPRESSING DEEP AND HEARTFELT SORROW IN LOSS OF RICHARD HENRY FRIEDRICH, INDUSTRIALIST AND GREAT PHILANTHROPIST.

* * * * *

WHEREAS, Richard Henry Friedrich, industrialist and one of San Antonio's greatest philanthropists passed away on September 8, 1962, at the age of 74, and

WHEREAS, Mr. Friedrich was a life-long resident of San Antonio and was long associated with civic endeavors, and

WHEREAS, he was particularly devoted to the San Antonio Zoo and for Twenty-Five years was a leader in its development as one of the five best in the United States, and is now one of the outstanding tourist attractions in the City with over one million visitor each year, and

WHEREAS, he also lent substantial support to Witte Museum, including a gift of a new wing to house cultural exhibits and his personal collection of china and rare furniture, and

WHEREAS, he was active in the creation of the San Antonio Livestock Exposition and helped guide its development as a major farm and ranch exhibit and rodeo, as it is known today; and because of his outstanding devotion to development of the City, he received many awards including the "Golden Deeds Award" given by the San Antonio Exchange Club and "Master Publicist Award" given by the San Antonio Advertising Club for publicizing and promoting the City of San Antonio NOW, THEREFORE:

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

This Council expresses deep and heartfelt sorrow in loss of this outstanding civic leader and one of San Antonio's greatest benefactors.

Be it further resolved that this Resolution be inscribed in the minutes of this meeting as a Memorial to Richard Henry Friedrich, whose good works are indelibly marked in history of the City.

PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE ^{30 853}~~30,583~~

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JIM DULANEY MACHINERY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ONE DRAGLINE FOR \$24,831.00.

* * * * *

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

1. The attached low qualified bid of Jim Dulaney Machinery Company, dated 18 October 1962, to furnish the City of San Antonio Department of Public Works (Special Projects), with one Dragline for a total of \$24,831.00, net, is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 24th day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,854

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ALAMO FIRE EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO, FIRE DEPARTMENT, WITH CERTAIN FIRE HOSE FOR A TOTAL OF \$7,590.00.

* * * * *

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

1. The attached low qualified bid of Alamo Fire Equipment Company, dated 18 October, 1962, to furnish the City of San Antonio Fire Department with Certain Fire Hose for a total of \$7,590.00 less 2%-10 days, is hereby accepted.

2. Payment to be made from General Fund 1-01, Fire Department, Account No. 08-04-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,855

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JIM DULANEY MACHINERY COMPANY TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH ONE STREET SWEEPER AND APPROPRIATING THE SUM OF \$7,480.00 FROM INTERNATIONAL AIRPORT REVENUE FUND - UNAPPROPRIATED SURPLUS FOR PURCHASE OF THE ABOVE.

* * * * *

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

1. The attached low qualified bid of Jim Dulaney Machinery Company M- dated October 18, 1962 to furnish the City of San Antonio with certain street sweepers in the amount of \$7,480.00 is hereby accepted.

2. The supplemental appropriation of \$7,480.00 is hereby authorized to be allocated to Account No. 12-02-01, Code 5-20 and payment is hereby authorized out of said account for payment to Jim Dulaney Machinery Company for one street sweeper.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,856

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JIM DULANEY MACHINERY COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH TWO STREET SWEEPERS FRO A NET TOTAL OF \$14,960.00.

* * * * *

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

1. The attached low qualified bid of Jim Dulaney Machinery Company, Inc. dated October 18, 1962 to furnish the City of San Antonio with certain street weepers for the Department of Public Works in the amount of \$14,960.00 net is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01. Code 5-20

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 31st day of October, 1962.

;W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,857

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SOUTHERN TYPEWRITER COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MANUAL TYPEWRITERS FOR A NET TOTAL OF \$1,320.00.

* * * * *

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

2

1. The attached low qualified bid of Souther n Typewriter Company, dated September 27, 1962 to furnish the City of San Antonio various departments with certain typewriters (10 R.C. Allen) less tradeins, net \$1 320.00 is hereby accepted.

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

Account No.	Amount
07-04-01	152.00
07-03-02	304.00
07-01-01	152.00
15-02-01	560.00
17-06-01	152.00

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,858

*Repealed
bid 30908
11/14/62
11-14-62
30908*

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ACME FENCE COMPANY TO FURNISH THE ERECT CHAIN-LINK FENCE FOR CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS FOR A NET TOTAL OF \$3,989.12.

* * * * *

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

1. The attached low qualified bid of Acme Fence Company dated October 26, 1962, to furnish and erect chain-link fence at City of San Antonio Service Center located on South New Branunfels for the Department of Public Works for a net total of \$13,989.12 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-06-11, Code 5-12.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,859

AUTHORIZING THE ACCEPTANCE OF A WARRANTY DEED ROM SOUTHWESTERN ACREAGE COMPANY TO LOT "A", NEW CITY BLOCK 7661; AUTHORIZING PAYMENT OF THE SUM OF \$10.00 FROM GENERAL ACCOUNT NO. 50-02-01.

* * * * *

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

1. The acceptance, by Warranty Deed, to Lot "A", NCB 7661 from Southwestern Acreage Company for and in consideration of the sum of \$10.00 and other valuable consideration is hereby authorized.

2. Payment of the sum of \$10.00 is authorized from General Fund Account No. 50-02-01.

3. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,860

APPROPRIATING THE SUM OF \$41,761.20 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, 1961, #479-16 FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, AND ACCEPTING THREE LICENSE AGREEMENTS FOR STORM DRAINAGE #55.

* * * * *

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

1. The sum of \$41,761.20 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

(a) \$4,500.00 payable to Stewart Title Company as escrow agent for Jack Charles and Aaron Charles for title to the West 60 feet of Lot 2, in the West one-half of Block 35, NCB 3694, being Parcel 14A-4314.

(b) \$11,600.00 payable to Stewart Title Company as escrow agent for Beatrice M. Gallego

for title to all of Lots 12 and 13, except the South 50 feet thereof in the East 1/2 of Block 35, NCB 3694, being Parcel 28-4328.

(c) \$10,661.20 payable to Stewart Title company as escrow agent for J.J. Johnson and Ruby May Johnson for title to Lot 8, Block 6, NCB 6317, being Parcel 190-4490.

(d) \$15,000.00 payable to Stewart Title Company as escrow agent for Angelita M. Zamrripa a widow, for title to 0.2177 of an acre of land, more or less, in NCB 6317 in the City of San Antonio, same being all of Lot 9 and the north 22.00 feet of Lot 10, Block 6, being Parcel 191A-4491.

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

2. The following License Agreements for Storm Drainage #55 are hereby accepted:

(a) License Agreement for the temporary use of the West 25.0 feet of Lot 19, Block 10, NCB 7612 granted by (John) J.H. Brewer, Parcel 5522.

(b) License Agreement for the temporary use of the East 35.0 feet of Lot 18, Block 10, NCB 7612 granted by J.D. Simpson and Eleanor B. Simpson, Parcel 5523.

(c) License Agreement for the temporary use of the East 30' of Lot 12, Block 10, NCB 7612 granted by Zola M. DuBose Cassidy, Parcel 5548.

A copy of each of the License Agreements on the aforementioned parcels is filed herewith and incorporated herein by reference.

3. PASSED AND APPROVED this 31st day of October, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,861

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U.S. 90 WEST EXPRESSWAY PROJECT; MILITARY DRIVE SOUTH (LOOP 13) SECTION A, PROJECT; STORM DRAINAGE #39 PROJECT; LOOP 410 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT; SUNSHINE DRIVE PAVING PROJECT; STORM DRAINAGE #58; KELLY ACCESS ROAD PROJECT; AIRPORT CLEAR ZONE PROJECT; THEO AVENUE PAVING PROJECT; DIVISION STREET WIDENING PROJECT AND GARNETT STREET EXTENSION 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 Bond, Fund No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$3.05 for recording fee on Parcel No. 6-4306.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.95 for recording fee on Parcels 9-4309 & 10-4310.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.65 for recording fee on Parcel No. 13-4313.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 14B-4314.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 17-4317.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.25 for recording fee on Parcel No. 18-4318.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 22-4322.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 27A-4327.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.95 for recording fee on Parcle No. 25-4325.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.30 for recording fee on Parcel No. 46-4346.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$3.60 for recording fee on Parcels 62-4362 & 63-4363.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.80 for recording fee on Parcel No. 195-4495.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.55 for recording fee on Parcel No. 196-4496.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$3.05 for recording fee on Parcel No. 209-4509.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$3.05 for recording fee on Parcel 210-4510.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 375-4675.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 516-4816.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 567-4867.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcel No. 664-4964.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas-----for the sum of \$2.55 for recording fee on Parcel No. 674-4974.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$1.80 for recording fee on Parcle No. 679-4979.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.50 for recording fee on Parcel No. 682-4982.

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

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$15.00 for cancellation fee (transferred for condemnation) On parcel No. 4236.

3. The following sum is hereby appropriated out of Highway 90 West Expressway Bond Fund #479-16 Storm Drainage #39 Project in payment for statement attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas-----for the sum of \$67.80 for title company charges on Parcel No. 5506

4. The following sums are hereby appropriated out of Street Right-fo-Way Purchase Bonds, Series Bonds, 1957, Furd No. #79-12, Loop 410 (Loop 13) Project, Nacogdoches Road to Perrin-Beitel Road and Skyway Boulevard to Nacogdoches Road, in payment for statements attached hereto:

FRED HUNTRESS, Clerk
Bexar County Court House
San Antonio 5, Texas-----fro the sum of \$23.10 for bill of costs on Parcel #1-4126.

W.M. ALLISON
100 Wisteria St.
San Antonio, Texas-----for the sum of \$112.50 for services as an appriaser witness on Parcel #1-4126.

FRED HUNTRESS
Bexar County, Court House
San Antonio 5, Texas-----for the sum of \$22.55 for bill of cost on Parcle No. 1-4126.

LEHR BROS.
Alamo National Bank LBuilding
San Antonio 5, Texas-----for the sum of \$275.00 for seVICES as appraiser and witness on

on Parcel #1-4126.

WILLIAM J. MOORE & ASSOCIATES
Frost National Building
San Antonio 5, Texas-----for the sum of \$186.25 for reporting condemnation
proceeding on Parcel #1-4126.

GEORGE A. FRENCH
1425 Donaldson Avenue
San Antonio 28, Texas-----for the sum of \$200.00 for preparation for jury trial
conference & testimony on Parcel No. 1-4126.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas-----for the sum of \$2.80 for recording fee on Parcel No. 12
B-4134.

C. RAY DAVIS
725 Kings Highway
San Antonio, Texas-----for the sum of \$400.00 for re-appraisal preparation and
testimony on Parcel No. 3-3732.

CHARLES H. NOBLE, JR.
Alamo National Building
San Antonio 5, Texas-----for the sum of \$325.00 for services as appraiser witness
on Parcel #3-3732.

LEHT BROS.
Alamo National Building
San Antonio, Texas-----for the sum of \$612.50 for services as appraiser wit-
ness on Parcel #3-3732.

WILLIAM J. MOORE & ASSOCIATES
Frost National Bank Building
San Antonio, Texas-----for the sum of \$441.08 for reporting condemnation pro-
ceedings on Parcel No. 3-3732.

5. 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:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas-----for the sum of \$7.50 for preliminary title expense trans-
ferred for condemnation on parcel No. 5296.

6. The following sums are hereby appropriated out of Street Improvements Bonds, Series
1957, Fund No. 479-10, Sunshine Drive Paving Project, in payment for statements attached hereto:

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$44.30 for title company charges on
Parcel No. 5562.

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$43.70 for title company charges on
Parcel No. 5563.

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$15.00 for preliminary title report and
cancellation fee on Parcel No. 5564.

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$52.85 for title company charges on
Parcel #5565.

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$44.00 for title company charges on
Parcel #3366.

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$15.00 for preliminary title report and
cancellation fee on Parcel No. 5567.

7. 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:

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$50.75 for title company charges on Par-
cel No. 5369

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$34.85 for title company charges on
Parcel No. 5378

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$51.30 for title company charges on Par-

cel Nos. 5392 & 5393.

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$67.50 for title company charges on Parcels
5394 & 5395.

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$50.85 for title company charges on Parcel
No. 5438.

GUARANTY ABSTRACT & TITLE COMPANY
200 Milam Building
San Antonio 5, Texas-----for the sum of \$50.75 for title company charges on Parcel
No. 5439.

8. The following sum is hereby appropriated out of Highway 90 West Expressway Bond, Fund #479-16, Kelly Access Road Project, in payment for Statement attached hereto:

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio 5, Texas-----fro the sum of \$142.50 for title company charges on Parcel
No. 5606 (K-13)

9. The following sums are hereby appropriated out of International Airport Construction Fund #803-05, Federal Airport Aid Project #9-41-080-6012, Airport Clear Zone Project, in payment for statements attached hereto:

WILLIS A. PORTER
814 W. Hildebrand St.
San Antonio, Texas-----for the sum of \$250.00 for pre-trial conference and witness
on Parcel No. 2551.

FRED HUNTRESS, Clerk
Bexar County Court House
San Antonio, Texas-----for the sum of \$21.25 for final court costs on Parcel No. 2556

WILLIS A. PORTER
814 W. Hildebrand St.
San Antonio, Texas-----for the sum of \$250.00 for pre-trial conference and testimony
on Parcel No. 2558.

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

COMMERCAIL ABSTRACT & TITLE CO.
1010 Alamo National Building
San Antonio 5, Texas-----for the sum of \$44.05 for title company charges on Parcel
#5323.

11. The following sum is hereby appropriated out of General Improvement - Street Improvement Bond, 1956, Fund No. 479-01 Division Street Widening Project, in payment for statement attached hereto:

FRED HUNTRESS, Clerk
Bexar County Court House
San Antonio 5, Texas-----for the sum of \$49.25 for court costs and Guardian Ad Litem
on Parcel Nos. 2690 and 2691.

12. The following sum is hereby appropriated out of General Fund No. 50-03-01, Garnett Street Extension Project, in payment for statement attached hereto:

alamo TITLE COMPANY
201 W. Travis St.
San Antonio 5, Texas-----for the sum of \$46.55 for title company charges on Parcel
#5586.

13. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,862

CLOSING AND ABANDONING PORTIONS OF HUNTER BLVD., LYTLE AVENUE AND RHODA AVENUE
ADJACENT TO NCB 11066, 11067, AND 11068; AND AUTHORIZING EXECUTION OF A QUITCLAIM
OF SAID AREAS TO FRANCES M. THORNTON AND CYRUS B. WELLER.

* * * * *

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

1. Portions of Hunter Blvd., Lytle Avenue and Rhoda Avenue in the City of San Antonio, adjacent to NCB 11066, 11067, and 11068 are hereby closed and abandoned. A description by field notes of such area, marked "Exhibit A", is attached hereto and incorporated herein.

2. The City Manager is authorized to execute a quitclaim of such area to Frances M. Thornton and Cyrus B. Weller in consideration of conveyance by them to the City of other street

right of way. A copy of said quitclaim is attached hereto and incorporated herein by reference for all purposes.

3. Said quitclaim shall be delivered only after a replatting of such area has been approved by the City Planning Commission.

4. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS

QUITCLAIM DEED

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 Harner, its Assistant City Manager, pursuant to Ordinance ano. 30,862, dated the 31st day of October, 1962, duly adopted by the City Council of said City, for and in consideration of conveyance of other street right of way by Grantees herein, France M. Thornton and Cyrus B. Weller, to the said City of San Antonio, 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 the City of San Antonio, Bexar County, Texas, to-wit:

BEGINNING at the southeast corner of Block 97, NCB 11068, Mayfield Park, Aviation Circle Unit, Eleventh Filing, said corner being the intersection of the north R.O.W. line of Gillette Blvd. with the west R.O.W. line of Rhoda Ave. (Formerly called Stella Ave.);

THENCE North 1000.00 feet along the west R.O.W. line of Rhoda Ave. to the south R.O.W. line of Hunter Blvd.;

THENCE West 1069.8 feet along the south R.O.W. line of Hunter Blvd. to the east R.O.W. line of Lytle Ave.;

THENCE South 1000.00 feet along the east R.O.W. line of Lytle Ave. to the north R.O.W. line of Gillette Blvd.;

THENCE West 50.00 feet along the north R.O.W. line of Gillette Blvd. to the west R.O.W. line of Lytle Ave.

THENCE North 1000.00 feet along the west R.O.W. line of Lytle Ave. to the south R.O.W. line of Hunter Blvd.;

THENCE West 2501.2 feet along the south R.O.W. line of Hunter Blvd.;

THENCE north 60.00 feet to the north R.O.W. line of Hunter Blvd.;

THENCE East 2501.2 feet along the north R.O.W. line of Hunter Blvd. to the west R.O.W. line of Lytle Ave.;

THENCE North 447.4 feet along the west R.O.W. line of Lytle Ave. to the north line of Mayfield Park, Aviation Circle Unit, Eleventh Filing;

THENCE East 50.00 feet along the north line of Mayfield Park, Aviation Circle Unit, Eleventh Filing, to the east R.O.W. line of Lytle Ave.;

THENCE South 447.4 feet along the east R.O.W. line of Lytle Ave. to the North R.O.W. line of Hunter Blvd.;

THENCE East 1069.8 feet along the north R.O.W. line of Hunter Blvd. to the west R.O.W. line of Rhoda Ave.;

THENCE North 447.4 feet along the west R.O.W. line of Rhoda Ave. to the north line of Mayfield Park, Aviation Circle Unit, Eleventh Filing;

THENCE East 5.0 feet along the north line of Mayfield Park, Aviation Circle Unit, Eleventh Filing;

THENCE South 1507.4 feet along a line 5.0 feet east of and parallel to the west R.O.W. line of Rhoda Ave. to the north R.O.W. line of Gillette Blvd.;

THENCE West 5.0 feet along the north R.O.W. line of Gillette Blvd. to the POINT OF BEGINNING, containing 6.822 acres, more or less;

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 Frances M. Thornton and Cyrus B. Weller, their heirs, legal representatives and assigns forever.

WITNESS MY HAND this _____ day of _____, 1962.

CITY OF SAN ANTONIO

BY: _____
Assistant City Manager

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared _____, Assistant City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 1962.

Notary Public, in and for Bexar County, Texas

AN ORDINANCE 30,863

APPROPRIATING \$2,100.00 OUT OF STORM SEWER AND DRAINAGE BONDS 1957, #479-13, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF ANITA S. GALLARDO AND HUSBAND FRANK GALLARDO, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONSIDERATION CONDEMNATION CAUSE #1421, COUNTY COURT OF BEXAR COUNTY, TEXAS.

* * * * *

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

1. The sum of \$2,100.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, payable to the County Clerk of Bexar County, subject to the order of Anita S. Gallardo said amount being the Award of Special Commissioners in Condemnation Cause #1421, County Court, of Bexar County, Texas.

2. PASSED AND APPROVED this 31st day of October, 1962.

W. G. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,864

APPROPRIATING \$8,755.00 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 1957, ACCOUNT #479-12, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF ALFRED B. WIEMERS AND WIFE CORINE F. WIEMERS, OWNERS, AND AM. SHIELDS AND CORNELILUS E. SHIELDS, LESSEES, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CUASE #1418 FOR THE PURCHASE OF 0.0459 OF AN ACRE OF LAND ON LOOP 13.

* * * * *

BEIT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. The sum of \$8,755.00 is hereby appropriated out of Street Right of Way Purchase Bonds, 1957, Account #479-12, payable to the County Clerk of Bexar County subject to the order of Alfred B. Wiemers and wife Corine F. Wiemers, owners, and A.M. Shields and Cornelius E. Shields, lessees, as their interest may appear, said amount being the Award of Special Commissioners in Condemnation Cause #1418 for the purchase of 0.0459 of an acre of land in Loop 13.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,865

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

* * * * *

WHEREAS, the City Manager or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and as 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 - Ray BAcon, 1955 through 1961 inclusive, E. 25 Ft. of Lot 10 and all of Lot 11, Block 2, New City Block 924, Account No. 15-15133.

As a result of an inspection of this property (115 Callaghan St.) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$21,560 to \$18,620, because of the interior and exterior deterioration of the improvements. Taxes, penalty and interest in the amount of \$764.18 are to be collected.

OWNER - Northwest Center, Inc., 1961, Lot 31 (26.838 Acres), New City Block 8409, Account No. 102-128-9-4.

As a result of an inspection of this property (3646 Fredericksburg Rd.) by the Chief Property Appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the year 1961 be reduced from \$1,330,350 to \$1,135,160 because of a number of stores in undesirable locations, over-assessment of land in relation to other property in the immediate vicinity, and economic decline of property valuation due to other nearby community centers. Taxes, penalty and interest in the amount of \$37,219.06 are to be collected.

OWNER - Carolyn Parker, 1956 through 1961 inclusive, Lot 3, Block 4, New City Block 1361, Account No. 21-1842.

As a result of an inspection of this property (110 Blue Bonnet) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$10,260 to \$8,960, because of removal of a portion of the improvements and deterioration due to elements of weather. Taxes, penalty and interest in the amount of \$356.12 are to be collected.

OWNER - Antonio Rodriguez, Jr. 1954 through 1957, Lot 19, Block 45, New City Block 8927, Account No. 548-510.

As a result of an inspection of this property (1617 W. Mayfield) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$5,500 to \$2,420 because of complete deterioration of the improvements. Taxes, penalty and interest in the amount of \$68.68 are to be collected.

PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,866

AUTHORIZING PAVING OF THE MEDIAN STRIP ON LANARK DRIVE BETWEEN ELKHORN DRIVE AND THE WEST RIGHT OF WAY LINE OF THE M.K. & T. RAILROAD, AND AMENDING ORDINANCE #21379-A IN ACCORDANCE HEREWITH.

* * * * *

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

1. Permission is hereby granted for the construction of paved cross-overs in the 25-foot wide median strip on Lanark Drive between Elkhorn Drive and the West right of way line of the M.K. & T. Railroad in the City of San Antonio.
2. The location of and the construction of such cross-overs shall be as directed by the Director of Traffic and Transportation and the Director of Public Works.
3. Such construction shall be performed at not cost to the City other than in furnishing certain engineering.
4. Ordinance #21379-A, adopted June 16, 1955, is amended in accordance herewith to omit the above-described portion of Lanark Drive from the restriction contained in said ordinance.
5. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,867

MAKING AND MANIFESTING THE EXTENSION, FOR A PERIOD OF ONE(1) YEAR, THE CONTRACT BETWEEN THE CITY AND BURTON LOUIE D/B/A LUNG JEU RESTAURANT, FOR USE OF A PORTION OF THE SAN ANTONIO RIVER AS AN OUTDOOR DINING ROOM.

* * * * *

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

1. This ordinance manifests the extension for a period of one year, December 1, 1962, to November 30, 1963, the existing contract with Burton Louie, D/B/A Lung Jeu Restaurant for the use of a portion of the San Antonio River as an outdoor dining room under the same terms and conditions as approved by Ordinance #29935, dated November 15, 1961.
2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,868

MAKING AND MANIFESTING THE EXTENSION, FOR A PERIOD OF ONE (1) YEAR, THE CONTRACT BETWEEN THE CITY AND A.F. BEYER, D/B/A/ CASA RIO BAR-B-Q FOODS, IN CONJUNCTION WITH A RESTAURANT OPERATION.

* * * * *

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

1. This ordinance manifests the extension for a period of one year, December 1, 1962, to November, 30, 1963, the existing contract with A.F. Beyer, D/B/A Casa Rio Bar-B-Q Foods in and conditions as approved by Ordinance #30100, dated January 31, 1962.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,869

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND A.F. BEYER, D/B/A CASA RIO MEXICAN FOODS, FOR USE OF A PORTION OF CITY-OWNED LAND ON THE SAN ANTONIO RIVER IN CONJUNCTION WITH A RESTAURANT OPERATION.

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

1. This ordinance makes and manifests a contract between the City of San Antonio and Mr. A.F. Beyer, D/B/A Casa Rio Mexican Foods, hereinafter called "Licensee", with the following terms and conditions.

2. A. The City grants Licensee the right and privilege of operating an outdoor dining area and operating dining river barges on the beautified section of the San Antonio River, on that portion of City-owned property in New City Block 159 consisting of approximately 2,718 square feet of usable space within the area more particularly described as follows:

BEGINNING at a point on the river walk directly below the northwest corner of the Commerce Street bridge;

THENCE in a southeasterly direction along the retaining wall under the bridge, parallel to the west boundary of Lots 2 and 6 of New City Block 159, approximately 243 feet;

THENCE at a 90° angle left in an easterly direction approximately 24 feet to the west bank of the San Antonio River;

THENCE left in a northwesterly direction along the river bank approximately 237 feet to the north edge of the Commerce Street bridge;

THENCE left in a westerly direction approximately 27 feet to the point of BEGINNING.

B. The term of this license is for a one-year period commencing January 1, 1963 and ending December 31, 1963. The right is expressly reserved to the City, acting through the City Council, to terminate this grant when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

C. Licensee shall conduct his operation in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.

D. Licensee shall be responsible for maintaining the River Walk and the City-owned property on both sides of the San Antonio River, between Commerce and Market Streets, including area under Commerce Street bridge and the area under the west end of Market Street bridge, except City-owned property between west boundary of Lot 7 to the river bank and west end of Market Street bridge. In consideration of this maintenance work to be performed by the licensee, a credit of \$536.00 is allowed by the City.

E. Licensee will not erect any improvements or structures in the area of this privilege and no advertisements, decorations or displays will be placed thereon without the approval of the Director of Parks and Recreation.

F. Licensee shall at all times maintain, free from obstructions, a walkway at least five feet in width from the point of entry and along the portion of the river bank used by him for the use of persons desiring to walk along the river.

G. Licensee shall hold the City harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of Licensee's use of public property under this grant and shall provide public liability insurance protecting the City. A certificate of insurance, or other satisfactory evidence, shall be filed on or before January 1, 1963, with the City Clerk, showing the following (minimum) provisions:

- (1) It shall name the City of San Antonio as co-insured.
- (2) The limits of liability shall be \$10,000 per person and \$100,000 per accident in case of bodily injuries; the limits in case of property damage shall be \$5,000.
- (3) Notice of cancellation of said insurance shall be provided for by the insuring agency.

H. Licensee shall pay all taxes, including personal property taxes, to the City before

they become delinquent and failure to pay same shall be grounds for cancellation by the City of this privilege.

I. Nothing herein shall operate in any manner to prevent the City of San Antonio from permitting displays, tournaments, amusements, or river parades for the benefit of the public on the San Antonio River.

J. Licensee shall pay the City fifty cents (50¢) per square foot annually for the 2,718 square feet, or \$1,359.00 less the \$536.00 credit, which amounts to \$823.00, and this amount is payable in advance.

K. This contract is not assignable without the written consent of the City.

L. This instrument constitutes the entire agreement, there being no other written or oral agreement.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

3. Agreed to and accepted in all things by the undersigned this 31st day of October, 1962.

CASA RIO MEXICAN FOODS

BY: _____
A.F. BEYER

AN ORDINANCE 30,870

AUTHORIZING EXTENSION OF A LEASE OF SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT TO RAILWAY EXPRESS AGENCY FOR THE ONE-YEAR PERIOD ENDING NOVEMBER 1, 1963.

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

1. The lease, authorized by Ordinance #29241, and extended by Ordinance #30040, to Railway Express Agency, Inc. (REA Exp.) of space at Hangar 3 at San Antonio International Airport, is hereby extended upon the same terms and conditions for the additional one-year period ending November 1, 1963, upon acceptance hereof by said lessee.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

3. ACCEPTED AND AGREED to in all things this 31st day of October, 1962.

RAILWAY EXPRESS AGENCY, INC.

BY: _____

(Title)

ATTEST: _____
Secretary

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

This Agreement, between the City of San Antonio, acting by and through David Harner, Assistant City Manager pursuant to Ordinance 30,870, (hereinafter called "Lessor"), Arthur F. Thome, Sr., an individual ~~and~~ Skyline Caterer (hereinafter called "Lessee"), and Jas. K. Dobbs Company of Dallas, Inc., a private corporation acting by and through its designated officers pursuant to a resolution of its Board of Directors (hereinafter called "Assignee"), WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease contract dated September 24, 1959, approved by Ordinance #27972, amended December 10, 1959, pursuant to Ordinance #28139; and

WHEREAS, Lessee proposes to assign and Assignee proposes to assume all of Lessee's rights and obligation under such contract beginning November 1, 1962, and for the balance of the term of said contract; NOW, THEREFORE:

It is mutually agreed by and between the parties hereto that the proposed assignment from Lessee to Assignee of the aforementioned lease is approved by Lessor subject to the following provisions:

(a) Assignee shall assume all of the right and obligations of Lessee under said lease contract effective November 1, 1962.

(b) Assignee shall submit to Lessor the public liability insurance policy and the surety bond required by said lease contract prior to November 1, 1962.

3. TERM

The term of this lease shall be for the one-year period beginning November 1, 1962, subject to Paragraph 8 (P.2) hereof.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: The parking lot within said area may be used for the parking of automobiles belonging to Lessee and its employees and customers.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$50,000.00 for one person and \$100,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$1,000.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made apart hereof, except Paragraphs 1, 3B, 4B, 6A and 9 which have been deleted therefrom.

8. SPECIAL PROVISIONS

A. It is mutually agreed between the parties hereto that this lease, and the lease of even date herewith of Lease Area #38, supersede and cancel that lease contract between the parties executed March 27, 1961, approved by Ordinance #29266 of February 9, 1961, effective February 1, 1962.

B. Options

(1) Lessee shall have the option during the term hereof to enter into a ground lease of the areas described above as Lease Areas 38, such lease to be on terms mutually acceptable to the parties hereto and in form approved by the City Attorney; provided that Lessor may, by presenting bona fide proposal(s) from other parties to lease said area, require Lessee to elect within 30 days of such presentation whether to exercise the above option upon the same terms and conditions as contained in said proposal(s), or the best of said proposals and further provided that this lease of said areas shall terminate immediately upon failure to Lessee to exercise its option within the time provided.

(2) The portion of West Terminal Drive located on the premises described above shall be relocated outside the premises upon exercise of the above option by Lessee at no expense to Lessor. It shall be constructed to the same standards as the present street by Lessor or its contractor and Lessee shall pay to Lessor the cost of all labor and material used therein.

EXECUTED this 31st day of October, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

ALAMO AVIATION, INC., Lessee

BY: _____

(Title)

(Mail Address)

ATTEST:

Secretary

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTSSAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Alamo Aviation, Inc., a Texas corporation, acting by and through its designated officers pursuant to a resolution of its Board of Directors.)

1. GROSS RECEIPTS CHARGESA. COMPUTATION:

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

- 1% of the first \$200,000 of each year's applicable gross receipts;
- 3/4% of the second \$200,000 of each year's applicable gross receipts;
- 1/2% of the third \$200,000 of each year's applicable gross receipts;
- 1/4% of the fourth \$200,000 of each year's applicable gross receipts;
- 1/10% of the excess over \$800,000 of each year's applicable gross receipts.

B. DEFINITION

The term "Applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and nature, regardless of when paid for, or whether paid for; together with the aggregate amount of all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel wholesale sales of aircraft parts, accessories and supplies, and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment thereof has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year, submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

(a) Base Rental Rate(s) - Adjusted Rental Rate(s)
(b)

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

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

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

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

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2 and the similar average of indices for WHOLESAL PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending September 30, is 111.3. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is not provided for under the regular trash and garbage pickups provided by the City as a regular service, except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

Lessee will at all times, furnish good, prompt and efficient commercial services adequate

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

L. HOLDING OVER:

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that, in the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option. If the option is exercised Lessor shall proceed with due diligence to restore the premises; there shall be an abatement of the rent until repairs have been made for the time and to the extent for which

the premises, or part thereof, have been untenable. Should Lessor not exercise the option the lease of such portion of the leased premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

Lessee hereby gives to the Lessor a lien upon all of his property, now or at any time hereafter placed in or upon the said premises, to secure the prompt payment of the charges here- in 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 pre- mises 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 in- tended 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 cer- tified 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 30,873

AUTHORIZING EXECUTION OF AMENDMENTS OF LEASES OF HANGARS 4 AND 5 AT SAN ANTONIO INTER- NATIONAL AIRPORT TO ALAMO AVIATION AND BUSINESS AIRCRAFT CORPORATION.

* * * * *

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

1. The City Manager is authorized to execute amendments to leases of Hangars 4 and 5 at International Airport to Alamo Aviation and to Business Aircraft Corporation (Assignee) to add thereto and respective apron areas.

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

2. PASSED AND APPROVED this 31st day of October , 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,874

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR LEGAL SERVICES FOR A ONE (1) YEAR PERIOD.

* * * * *

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

1. The City Manager is hereby authorized to execute a contract with the Urban Renewal Agency of the City of San Antonio for the performance of legal services by the City Legal De- partment for a one (1) year period through July 24, 1963.

2. The contract is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,875

AUTHORIZING THE PAYMENT OF THE SUM OF \$500.00 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY CORPORATION.

* * * * *

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

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

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

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

1. The sum of \$500.00 is hereby authorized to be paid out of Sewer Rental Pledge Fund No. 204 to reimburse the following named parties for the fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$300.00 payable to Covina Homes, Inc., 4020 Austin Highway, San Antonio, Texas, for connections at 4327 Judivan St; 4407 and 4411 Tallulah, Sewer Permit Nos. 1_7895 and L-7065;

b. \$200.00 payable to Pogue and Pogue, Inc., 748 Rittiman Road, San Antonio, Texas for connections at 3214 Woodcrest and 7519 Quail Run, Sewer Permit Nos. L-7985 and 7986.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,876

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. 1679)

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

Lot 31 and 32, NCB 11688

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

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

4. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,877

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. 1750)

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

Lot 30, Blk 90, NCB 3249; and that portion of Lot 32, Blk 91, NCB 3248, not zoned "MM" Manufacturing District.

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

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

4. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,878

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. 1762)

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

Lot 49, NCB 10111; and Lot 29, NCB 10112

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

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

4. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,879

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. 1768)

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

Lots 21 and 22, Blk 3, NCB 11257

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

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

4. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN - City Clerk