

WHEREAS, the City of San Antonio has been furnished with sufficient bond and insurance by the lessee; NOW, THEREFORE:

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

- 1. The lease between the City of San Antonio and Railway Express Agency, Inc., is hereby extended for a one-year period so as to terminate on October 31, 1962.
- 2. PASSED AND APPROVED this 27th day of December, 1961.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,041 ✓

APPOINTING LYNN H. SPEARS AS A MEMBER OF THE TRANSIT BOARD OF TRUSTEES AND ELMER R. CRUMRINE AS A MEMBER OF THE WATER WORKS BOARD OF TRUSTEES.

* * * * *

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

- 1. Lynn H. Spears is hereby appointed as a member of the Transit Board of Trustees for the term January 1, 1962 through December 31, 1969.
- 2. Elmer R. Crumrine is hereby appointed as a member of the Water Works Board of Trustees for the term January 1, 1962, through December 31, 1969.
- 3. PASSED AND APPROVED this 27th day of December, 1961.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,042 ✓

APPROPRIATING THE SUM OF \$65,013.25 OUT OF STORM DRAINAGE BOND FUND, NO. 479-13, PAYABLE TO THE SAN ANTONIO RIVER AUTHORITY.

* * * * *

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

- 1. The sum of \$65,013.25 is hereby appropriated out of Storm Drainage Bond Fund, No. 479-13, payable to the San Antonio River Authority.
- 2. The subject sum represents an estimated 50% of the cost of the new Mission Road Bridge and is appropriated pursuant to the terms of Ordinance No. 29,136, dated December 1, 1960, which ordinance authorized the City Manager to execute a contract with the San Antonio River Authority whereby the City of San Antonio would pay 50% of the cost of the subject bridge.
- 3. PASSED AND APPROVED this 27th day of December, 1961.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,043 J

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. 1561: The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lot 140, Blk. 1, NCB 11252.

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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,044 ✓

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. 1579) The rezoning and reclassification of property from "A" Residence District to "LL: Manufacturing District as follows: West 80' of Lot 46, Blk. 3, NCB 8675.

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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,045 /

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. 1580) The rezoning and reclassification of property from "A" Residence District to "B" Residence District as follows: Lots 11 - 19, incl., Blk. 12, NCB 12547.

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 January, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,046

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. 1587) The rezoning and reclassification of property from "C" Residence District and "F" Local Retail District to "JJ" Commercial District as follows: Lot 82, NCB 8238

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 January, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

A RESOLUTION

ACCEPTING THE OFFER OF THE SAN ANTONIO SAVINGS ASSOCIATION TO DONATE TO THE CITY OF SAN ANTONIO A POOL AND FOUNTAINS TO BE LOCATED IN MAIN PLAZA.

* * * * *

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

1. The offer of the San Antonio Savings Association, tendered by Walter W. McAllister, Jr., President to donate to the City of San Antonio a pool and "Dancing Waters" fountains, to be located in Main Plaza, is hereby accepted; provided, however, that plans and specifications for such pool and fountains shall be subject to the approval of the City Manager prior to the installation thereof.

2. PASSED AND APPROVED this 3rd day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,047

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY IN BEXAR COUNTY FOR PUBLIC PURPOSES, TO-WIT: CLEAR ZONE FOR SAN ANTONIO INTERNATIONAL AIRPORT; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY NEGOTIATION

* * * * *

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

1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property within Bexar County for public purposes, to-wit: Clear Zone for San Antonio International Airport.

2. Said privately-owned real property is located on the west side of San Pedro Avenue (U.S. Highway 281) and consists of the following parcels of land with improvements:

- a. Tract 3, (N.C.B. 11790) County Block 5001, containing 6.761 acres, more or less (Parcel 2551).
- b. Tract 2, (N.C.B. 11790) County Blcok 5001, containing 3.238 acres, more or less (Parcel 2558).
- c. Lot B, out of Tract C, (N.C.B. 11790) County Block 5001, containing 2.12 acres, more or less (Parcel 2556.)

3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn the fee or in the alternative, any lesser interests to which the City may be entitled for so much of said property as the City of San Antonio is unable to purchase by reason of its inability to agree with the owners thereof as to the value of such property, or in order to obtain clear title thereto, or for any other legal reason.

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

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,048

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF KASAR COMPANY AND DORSEY LABORATORIES TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC HEALTH WITH CERTAIN MEDICAL DRUGS FOR A NET TOTAL OF \$2,403.75.

* * * * *

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

1. The attached low qualified bid of Kasar Company and Dorsey Laboratories a Division of The Wander Company, dated December 28, 1961 to furnish the City of San Antonio, Department of Public Health with certain medical drugs for a net total of \$2,403.75 is hereby accepted.

2. Payment to be made as follows: Fund 1-01, Acct. 10-02-02

Kasar Company
1501 W. Division
Chicago 22, Ill.

Item #1 - 250 btls. Isonicotinic acid hydrazid tablets \$ 400.00

Dorsey Labs. Div of the Wander Co.
Lincoln, Nebraska

Item #2 - 35 drums Para-Amino-Salicylic Acid tablets 2,003.75
\$2,403.75

3. All other bids received are hereby rejected.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,049

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO MACHINE AND SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO PARKS DEPARTMENT WITH CERTAIN IRRIGATION MATERIALS FOR WILLOW SPRINGS GOLF COURSE FOR A TOTAL OF \$2,373.78.

* * * * *

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

1. The attached low qualified bid of San Antonio Machine and Supply Company, dated December 12, 1961, to furnish the City of San Antonio Parks Department with certain irrigation materials for Willow Springs Golf Course for a net total of \$2,373.78 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-03-09.

3. All other bids received are hereby rejected.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,050 .

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR LOOP 410 (LOOP 13) PROJECT, U.S. 90 WEST EXPRESSWAY PROJECT, MILITARY DRIVE SOUTH (LOOP 13) SECTIONS A & B PROJECTS.

* * * * *

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

1. The following sums are hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 (Loop 13) Project, Skyway Boulevard to Nacogdoches Road, Nacogdoches Rd. to Perrin Beitel Road and Perrin Beitel Road to Fratt, in payment for statements attached hereto:

WILLIAM J. MOORE & ASSOCIATES, COURT REPORTERS
 Bexar County Courthouse
 San Antonio 5, Texas.the sum of \$512.00

for transcript of condemnation proceedings on Parcel No. 3-3732.

LEHR BROS., Property Counselors
 Alamo National Building
 San Antonio 5, Texas.the sum of \$225.00

for updating of appraisal and witness on Parcel No. 39-3765.

ALBERT M. McNEEL, JR.
 Frost National Bank Building
 San Antonio 5, Texas.the sum of \$100.00

for services as commissioner on Parcel No. 1-4126.

A. J. LEWIS, JR.
 South Texas Building
 San Antonio 5, Texas.the sum of \$100.00

for services as Commissioner on Parcel No. 1-4126.

SAM ARRIAGA
 107 Mary Louise Dr.
 San Antonio 11, Texas.the sum of \$100.00

for services as Commissioner on Parcel No. 1-4126.

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

for recording fee only on Parcel No. 9-4130.

STEEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas.the sum of \$ 2.45

for recording fee only on Parcel No. 8A-4128.

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

for recording fee only on Parcel No. 31-4158.

LEHR. BROS., Property Counselors
 Alamo National Building
 San Antonio 5, Texas.the sum of \$350.00

for services as appraiser and witness on Parcel No. 1-4126.

2. The following sums are hereby transferred out of Special Project: Right-of-Way Purchases, General Fund Account No. 25-01-01 to Highway 90 West Expressway Fund No. 479-16 and appropriated from Fund No. 479-16, in payment for statements attached hereto:

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas.the sum of \$ 1.70

for recording fee charges on Parcel No. 185-4485.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio, 5, Texas.the sum of \$ 1.80

for Title Company charges for recording fee on Parcel Nos. 659-4959, 660-4960 and 673-4973.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for title company charges for recording fee on Parcel No. 214-4514.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 3.05

for recording fees only on Parcel No. 7-4307.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fees only on Parcel No. 98-4398.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee only on Parcel No. 138-4438.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fees only on Parcel No. 680-4980.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee only on Parcel No. 213-4513.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee only on Parcel No. 284-4584.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee only on Parcel No. 285-4585.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee only on Parcel No. 310-4610.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 3.30

for recording fee only on Parcel No. 237-4537.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 3.70

for recording fee on deed and Guardian's deed on Parcel No. 257-4557.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee on Parcel No. 266-4566.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee on Parcel No. 276-4576.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee on Parcel No. 304-4604.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee on Parcel No. 322-4622.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee on Parcel No. 331-4631.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee on Parcel No. 339-4639.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.80

for recording fee on Parcel No. 342-4642.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee on Parcel No. 350-4650.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 1.70

for recording fee on Parcel No. 624-4924.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 2.05

for recording fee on Parcel No. 508-4808.

3. The following sums are hereby appropriated out of State Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Military Drive South (Loop 13) Section A & Section B project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.the sum of \$ 41.30

for title company charges on Parcel No. 4240.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas.the sum of \$89.10

for title company charges on Parcel No. 4272 & 4273.

4. PASSED AND APPROVED this 10th day of January, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,054

APPROPRIATING \$64,363.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR LOOP 410, MILITARY DRIVE SO. (LOOP 13) SECTION A, AND U.S. 90 WEST EXPRESSWAY, AND ACCEPTING A LICENSE AGREEMENT, AND CORRECTING PARAGRAPH 2B OF ORDINANCE NO. 30033.

* * * * *

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

1. The sum of \$8,088.00 is appropriated out of Street Right-of-Way Purchase Bonds, 1957, #479-12 payable to Stewart Title Company as escrow agent for Louis Hitzfelder and Bertha Hitzfelder for title to 2.006 acres of land, more or less in WCB 12117, being Parcel 35-4164, Loop 410 Project. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes. Title to same will be in the State of Texas pursuant

to the Participation Agreement on this project between the City and the State Highway Department.

2. The sum of \$1,300.00 is appropriated out of Street Right-Of-Way Purchase Bonds, 1957, #479-12 payable to Guaranty Abstract and Title Company as escrow agent for O. H. Washburn and Erna P. Washburn for title to the South 10 feet of existing Lot 10, Block 4, NCB 8780, being Parcel 4203, Military Drive S. (Loop 13) Section A Project. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes. Title to same will be in the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

3. The sum of \$54,950.00 is appropriated out of Highway 90 West Expressway Bond Fund No. 479-16 as follows:

a. \$9,800.00 payable to Stewart Title Company as escrow agent for Henry F. Hunt, Independent Executor of the Estate of John C. Dubourgel, Deceased for title to Lots 1 and 2, Block 8, NCB 3491, being Parcel 218-4518.

b. \$10,750.00 payable to Stewart Title Company as escrow agent for Sylvan R. Rodriguez and Celia F. Rodriguez for title to Lots 22, 23 and 24, Block 10, NCB 3493, being Parcel 270-4570.

c. \$16,500.00 payable to Stewart Title Company as escrow agent for Ernest C. Hodges and Lydia H. Hodges for title to Lots 44 and 45, Block 10, NCB 3493, being Parcel 279-4579.

d. \$8,500.00 payable to Stewart Title Company as escrow agent for Judine Tedrow, a widow, for title to East 15 feet of Lot 50, and all of Lot 51 and West 15 feet of Lot 52, Block 10, NCB 3493, being Parcel 290-4590.

e. \$9,400.00 payable to Stewart Title Company as escrow agent for C. Romine and Maude Romine for title to Lots 20 and 21, Block 12, NCB 3495, being Parcel 330-4630.

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

4. Paragraph 2 b of Ordinance No. 30033, passed and approved December 27, 1961, is hereby corrected to read as follows:

"b. \$6,069.00 payable to Alamo Title Company as escrow agent for Gulf Oil Corporation for title to a portion of a tract in NCB 7676, being Parcel 4274."

5. A license for ingress and egress across the Houston to El Paso Railroad Track at Mile Post 204.70 in the City of San Antonio granted by the Southern Pacific Company is hereby accepted. A copy of said instrument is filed herewith and incorporated herein for all purposes. The sum of \$25.00 is hereby authorized to be paid to the Southern Pacific Company for a License from Public Works Account No. 09-03-01.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,052 ✓

AUTHORIZING PAYMENT OF \$10,200.00 OUT OF GENERAL FUND NO. 09-06-01, TO EMMIT R. TUGGLE, FOR ARCHITECTURAL SERVICES, AND \$1,000.00 OUT OF SAME FUND AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT.

* * * * *

WHEREAS, under Ordinance No. 29828, Emmitt R. Tuggle, Architect, was awarded a contract to perform architectural services in connection with the construction of Southeast Service Center; and,

WHEREAS, there is a necessity for a Miscellaneous Expenses Contingency Account in respect of the same project; NOW, THEREFORE:

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

1. Payment of the following sums are authorized out of General Fund Account 09-06-01 as reimbursement for architectural services and the establishment of a Miscellaneous Expenses Contingency Account:

- a. \$10,200.00 to Emmitt R. Tuggle, Architect;
- b. \$1,000.00 to be used as a Miscellaneous Expenses Contingency Account for Southeast Service Center.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,053 ✓

ACCEPTING THE BID OF MCKENZIE CONSTRUCTION COMPANY FOR THE SANITARY SEWER AND LIFT STATION RELOCATION AT LOOP 410; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING THE SUMS OF \$31,154.22 AND \$1,000.00, PAYABLE TO MCKENZIE CONSTRUCTION COMPANY, OUT OF SEWER RENTAL PLEDGE FUND NO. 204 AND \$626.51 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 AND \$626.51 OUT OF SAID SAME FUND, PAYABLE TO M. R. MITCHELL & ASSOCIATES, FOR ENGINEERING FEES IN CONNECTION THEREWITH.

* * * * *

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

1. The attached low bid of McKenzie Construction Company in the amount of \$31,154.22 for the construction of the Sanitary Sewer and Lift Station Relocation at Loop 410 is hereby accepted.
2. The City Manager is hereby authorized to execute the standard City construction contract with McKenzie Construction Company for the work of 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 Sewer Rental Pledge Fund No. 204 as follows in connection with the contract authorized in Paragraph 2 above:
 - (a) \$31,154.22 payable to McKenzie Construction Company;
 - (b) \$1,000.00 payable to McKenzie Construction Company as a construction contingency account;
 - (c) \$626.51 payable to M. R. Mitchell & Associates for engineering fees.
5. PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,054 ✓

ACCEPTING THE PROPOSAL OF McCALL, PARKHURST, CROWE, McCALL & HORTON TO ACT AS BOND COUNSEL IN THE SALE OF \$10,500,000.00 GENERAL OBLIGATION BONDS VOTED FOR EXPRESSWAY STREET AND PARK IMPROVEMENTS IN JANUARY OF 1961.

* * * * *

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

1. The attached proposal of McCall, Parkhurst, Crowe, McCall & Horton to act as Bond Counsel for the City in the sale of the \$10,500,000.00 General Obligation Bonds voted in January 1961 for expressway, street and park improvements at a fee of 75 cents per \$1,000.00 of bonds issued and sold plus necessary expenses incurred in such sale is hereby accepted.
2. Payments on the basis set out in Paragraph 1 above to McCall, Parkhurst, Crowe, McCall & Horton are hereby authorized from the proceeds of the sale of said bonds.
3. PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,055 ✓

PROVIDING FOR THE SALE OF \$7,000,000.00 IN GENERAL OBLIGATION BONDS OF THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, at an election held on January 10, 1961, the qualified electorate of the City of San Antonio authorized the issuance of \$10,500,000.00 of general obligation bonds for expressways, parks and grade separation improvements; and,

WHEREAS, it is deemed advisable that \$5,600,000.00 of Highway 90 West (including Kelly Field Access Road) Bonds, \$500,000.00 Park Bonds, and \$900,000.00 Guadalupe Street Grade Separation Bonds be advertised for public sale at the earliest appropriate time; NOW, THEREFORE,

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

1. The Director of Finance is hereby directed to proceed to prepare the data and information necessary for the proper presentation and advertisement for sale of the following bonds:

- a. \$5,600,000.00 Highway 90 West (including Kelly Field Access Road) Bonds;
- b. \$500,000.00 Park Bonds;
- c. \$900,000.00 Guadalupe Street Grade Separation Bonds.

2. The Council hereby sets 10:00 A.M., Central Standard Time, on Wednesday, February 21, 1962, as the time and date upon which the Council will receive sealed bids for the purchase of said bonds.

3. The serial maturity dates, place of payment, option of prior redemption privileges, if any, and other details relating to the specifications of said bonds to be offered for sale shall be in accordance with the form of Notice of Sale attached hereto.

4. Payment of all expenses incurred by all persons necessary to the making of delivery of said bonds to the successful bidder in New York, New York is hereby authorized.

5. Advertisement of said bonds for sale shall be accomplished by publication of the attached Notice of Sale in THE COMMERCIAL RECORDER, a daily newspaper of general circulation published in San Antonio, Bexar County, Texas. Advertisement of said sale in such other media as deemed advisable by the City Manager is hereby authorized.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,056 ✓

AUTHORIZING PAYMENT OF THE SUM OF \$7,578.00 TO THE CITY PUBLIC SERVICE BOARD FOR THE CONSTRUCTION OF AN UNDERGROUND ELECTRIC LINE AND GAS MAIN AT THE INTERNATIONAL AIRPORT.

* * * * *

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

1. Payment to the City Public Service Board of the sum of \$7,578.00 out of International Airport Revenue Fund 8-01, Account No. 12-02-05, Object Code 5-12/07-07 (069), is hereby authorized for the construction of an underground electric line and gas main at the International Airport.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,057 ✓

AUTHORIZING EXECUTION OF A LEASE BETWEEN THE CITY OF SAN ANTONIO TO ROBERT H. FEE, INCORPORATED OF SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR A TWO-YEAR PERIOD.

* * * * *

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

1. The City Manager is authorized to execute a lease on behalf of the City of San Antonio of space at San Antonio International Airport to Robert H. Fee, Incorporated for a two-year period. A copy of said lease is filed herewith and incorporated herein for all purposes.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF BEXAR X

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and ROBERT H. FEE, INC., a Corporation incorporated under the laws of the State of Texas, (hereinafter called "Lessee"), with its principal office and place of business at International Airport, San Antonio, Texas;

W I T N E S S E T H :

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

- A. A total of 4,920 sq. ft. in the West end of Bldg. 130, as shown on Exhibit 1, hereof, and including certain installed property owned by Lessor and shown on Exhibit 2, hereof;
- B. A total of 3,000 sq. ft. of apron space as also shown on Exhibit 1, hereof;
- C. A total of 2,400 sq. ft. of ground area adjacent to the West end of Bldg. 130, and as also shown on Exhibit 1, hereof.

The location and description of the leased premises are set forth on Exhibit 1, and a list of installed property owned by Lessor is set forth on Exhibit 2, all of which are attached hereto and made a part hereof.

2. This lease shall be for a term of two (2) years, commencing the 1st day of October, 1961.

3. Lessee agrees to pay to Lessor the following rentals:

- A. For the total of 4,920 sq. ft. in Bldg. 130, a rental of \$0.48 per sq. ft. per year;
- B. For the total of 3,000 sq. ft. of apron space, a rental of \$0.03 per sq. ft. per year;
- C. For the total of 2,400 sq. ft. of ground area adjacent to the West end of Bldg. 130, a rental of \$0.02 per sq. ft. per year.

4. The rental above provided for shall be paid monthly in a sum equal to 1/12 of the annual rents due hereunder in advance on the first day of each and every month beginning with the first day of October, 1961.

5. As a part of the pecuniary consideration herefor and in lieu of any direct assessment of landing fees for common use of public Airport facilities, Lessee agrees to pay a fuel flowage fee for each gallon of aviation fuel delivered into or purchased for delivery into Lessee's aircraft on said Airport in an amount equal to that levied on all other similar public Airport facility users from time to time by Lessor.

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

Lessee agrees to keep accurate books, records and accounts of the amounts of aircraft fuel delivered to it on the Airport premises. Lessee further agrees to furnish monthly statements certified by the various suppliers as to such amounts of aircraft fuel. Lessee further agrees that its records pertaining thereto shall be open to inspection by Lessor's designated representatives.

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

A. To use, in common with others, all public Airport facilities in such a manner as may be necessary or convenient to the conduct of Lessee's business. The term "Public Airport Facilities", as used herein, shall mean all necessary landing area appurtenances, including runways, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids, and other appurtenances for the take-off, flying and landing of aircraft. Lessee's right to the nonexclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

7. Lessee expressly covenants and agrees as follows:

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

B. No improvements shall be constructed on, or adjacent to, the leased premises unless prior written permission of Lessor is obtained, and all such improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such improvements shall have the prior written approval of Lessor.

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

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees, and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of One Hundred Thousand Dollars (\$1,000,000) for one person and Two Hundred Fifty Thousand Dollars (\$250,000) for two or more persons and in addition thereto, to carry a minimum of Fifty Thousand Dollars (\$50,000) insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the Insurance Company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given." A certificate of insurance or other satisfactory evidence of compliance with the provisions of this paragraph shall be filed with the City Clerk.

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

K. The use of the leased premises shall be solely for wholesale sales and storage of surplus aircraft parts. Any and all other activities, including any commercial aviation activities, are specifically forbidden.

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building
- (9) Fuel Sales
- (10) Any and all commercial aviation activities, sales and services.

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

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

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

P. Lessee covenants and agrees to engage in the sale of fuels.

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

8. 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 re-organization act.

D. The appointment of a receiver of Lessee's assets.

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

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

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

H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same.

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

9. 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.

10. 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 the improvements, Lessor shall relocate the improvements or terminate this lease.

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

EXECUTED this _____ day of _____, 196_____.

CITY OF SAN ANTONIO

B. J. Shelley

Attest; City Clerk

ROBERT H. FEE, INC.

ATTest: Secretary

AN ORDINANCE 30,058 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT WITH HOWARD AERO, INC., AND H. B. ZACHRY COMPANY, INC., FOR THE ASSIGNMENT OF CERTAIN LEASES AT INTERNATIONAL AIRPORT.

* * * * *

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

- 1. The City Manager is hereby authorized to execute an assignment agreement with Howard Aero, Inc., and H. B. Zachry Company, Inc., for the assignment of certain leases at International Airport.
- 2. The Assignment Agreements are attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

ASSIGNMENT OF LEASES

STATE OF TEXAS X
COUNTY OF BEXAR X

Now comes the City of San Antonio, Lessor, and Howard Aero, Inc., Lessee, under those lease agreements authorized by Ordinance No. 26038 passed and approved January 30, 1958, and Ordinance No. 29433, passed and approved April 27, 1961, and H. B. Zachry, Co., Inc., a corporation of the State of Delaware, and herein agree as follows:

W I T N E S S E T H :

- 1. Pursuant to Article VII, Paragraph 4 of the leases hereinabove mentioned, Howard Aero Inc., hereby transfers all its right, title and interest in said lease agreements to H. B. Zachry Co., Inc.
- 2. The City of San Antonio hereby consents to the assignments mentioned in Paragraph 1 above.
- 3. H. B. Zachry Co., Inc., hereby agrees to accept all the terms and conditions of the lease agreements mentioned above and to substitute itself as Lessee in said agreement. Said corporation agrees in particular to post the performance bond required by said agreements and to furnish Lessor with evidence of compliance with liability insurance requirements of said leases.

WITNESS our hands this _____ day of _____, 1962.

CITY OF SAN ANTONIO

By: B. J. Shelley
City Manager
Lessor

H. B. ZACHRY CO., INC.
Assignee

HOWARD AERO INC.
Lessee

AN ORDINANCE 30,059 ✓

APPROPRIATING \$134.50 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04, PAYABLE TO THE CITY WATER BOARD FOR WORK DONE AT INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, Ordinance No. 29972, dated November 29, 1961, authorized the City Water Board to bore eleven (11) holes under the street at International Airport and appropriated an amount not to exceed \$385.00 to pay for this work; and,

WHEREAS, the total cost of said work was \$519.50 thereby exceeding the amount appropriated by \$134.50' NOW, THEREFORE:

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

- 1. The sum of \$134.50 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-04 payable to the City Water Board for work done at International Airport.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,060 ✓

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 64 VEHICLES
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 64 vehicles not owned or claimed by the City of San Antonio; and,

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

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

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

1. Said property consisting of 64 vehicles described in the aforesaid schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.

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

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City' said sale of these items is to be held at the Police Vehicle Storage Lot at Stinson Field, beginning February 7, 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.

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

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

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

7. PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,062 ✓

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

* * * * *

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

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

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

OWNER - P. Lazaro, Lot 2, New City Block 8353, Account No. 99-1288, 1929 An examination of the records of the City Tax Office by a member of the City Tax Assessor's Office reflects that the original assessment attributed to this land for tax year 1929 shows the land described, as "E. Pt. of Lot A-2, CB A-61", whereas back tax rolls describe it as "Lot A-4, NCB A-67." There appears to be no evidence to indicate that either description and that of the present description, "Lot 2, NCB 8353," are the same property. For this reason, it is recommended that the amount of taxes listed for tax year 1929 be cancelled.

OWNER - Mrs. Leon Weiss, S. E. Tri. Pt. of Lot 6, Block 5, New City Block 6484, Account No. 69-1702, 1948, 1949, 1950, 1954, 1955, 1957, 1959, 1960 It is recommended by a City Appraiser that the assessed valuation of the foregoing described property be reduced from \$1660 for 1948 thru 1950 and from \$1470 for 1954, 1955, 1957, 1959, and 1960 to \$690 for all years involved due to the fact that its triangular shape affects its utilitarian value, a factor not taken into consideration in previous calculations. Taxes in the amount of \$172.22 are to be collected.

PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,061 ✓

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO, FOR THE INSTALLATION AND MAINTENANCE OF HIGHWAY SIGNAL PROJECTS AT BLANCO ROAD AND LOOP 410 AND AT McCULLOUGH AVENUE AND LOOP 410, IN THE CITY OF SAN ANTONIO AND DECLARING AN EMERGENCY.

* * * * *

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

1. That the certain agreement, marked Exhibit "A" and attached hereto between the State of Texas and the City of San Antonio, for the installation, construction, existence, use, operation and maintenance of certain highway traffic signals at Blanco Road and Loop 410 and at McCullough Avenue and Loop 410, in the City of San Antonio, be and the same is hereby approved, and the City Manager is hereby authorized to execute said agreement on behalf of the City of San Antonio, and to transmit the same to the State of Texas for appropriate action.

2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the 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.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF TRAVIS X

This AGREEMENT, made this _____ day of _____, 19_____, 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 10th day of January, 1962, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation of highway traffic signal(s) by Ordinance passed on the 10th day of January, 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 the highway traffic signals and will maintain that part of the equipment located within its limits upon completion of the installation by the State.

4. The city will pay all power costs for operating the signals.

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 signals or before removing any part of the installations.

6. The City will return any and all parts of said highway traffic signal installations to the State should 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 signals.

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.

9. The City of San Antonio in executing this agreement does not approve any plans nor the execution thereof pertaining to any area outside the city limits of the City of San Antonio.

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

ATTEST: City Clerk

By: B. J. Shelley
City Manager

THE STATE OF TEXAS

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

By: Chief Engineer of Maintenance Operations

APPROVED AS TO FORM:

Crawford B. Reeder
General Attorney for the City
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

District Engineer
Engineer of Traffic

EXHIBIT 1
LOCATION(S)

Loop 410 with Blanco Road in San Antonio and Loop 410 with McCullough Avenue in San Antonio.

AN ORDINANCE 30,063 ✓

AUTHORIZING PAYMENT OF \$561.00 OUT OF FUND NO. 50-03-01, PAYABLE TO LEROY AWALT IN FULL AND FINAL SETTLEMENT OF A CLAIM ARISING FROM TWO SEPARATE OCCURANCES, JUNE 16 THRU 18 AND JULY 22, 1961, AT 302 LANGTON DRIVE, SAN ANTONIO, TEXAS:

* * * * *

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

1. Payment of the following sum is hereby authorized out of Fund No. 50-03-01 to the named party in full and final settlement of a claim arising from two separate occurrences, June 16 thru June 18 and July 22, 1961, at 302 Langton Drive, San Antonio, Texas: \$561.00 payable to Leroy Awalt.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,064 ✓

AUTHORIZING THE PAYMENT OF THE SUM OF \$2,825.00 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY COMPANY AND TO BUSBY THE BUILDER, INC.

* * * * *

WHEREAS, San Antonio Water Supply Corporation and Busby The Builder, Inc., are 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 Busby The Builder, Inc.,; 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 and Busby The Builder, Inc.; NOW, THEREFORE:

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

1. The sum of \$825.00 is hereby authorized to be paid out of Sewer Rental Pledge Fund No. 204 to reimburse J. L. S. Construction Company, 8507 Wakefield Drive, San Antonio, Texas, for connection fee paid to Busby The Builder, Inc., for sanitary sewer connection at 2118 Edgehill Drive, Sewer Permit No. L-6434.

2. The sum of \$2,000.00 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, Incorporated, for sanitary sewer connections:

- a. \$200.00 payable to East Terrell Hills, Inc., 602 Petroleum Commerce Building, San Antonio, Texas, for connections at 4502-26 Tallulah, Sewer Permit No. L-6576.
- b. \$200.00 payable to John A. Albert Plumbing Company, 2425 Broadway, San Antonio, Texas, for connections at 434 Pike Road and 7235 Van Diver, Sewer Permits No. L-6591 and L-6590.
- c. \$1,000.00 payable to Moore Construction Company, 2715 Austin Highway, San Antonio, Texas, for connections at 4503, 4511, 4506, 4514, 4510, 4430, 4415, 4419, 4423 and 4411 Tropical Drive, Sewer Permits No. L-4063, L-4064, L-5544, L-4467, L-5544, L-6010, L-6010, L-6010, L-4467 and L-5007.
- d. \$500.00 payable to Martin Bauml Plumbing Company, 926 E. Commerce, San Antonio, Texas, for connections at 2914, 2918 and 2926 Oakleaf and 3210 and 3223 Burnside, Sewer Permits No. L-6511, L-5887, L-4775 and L-6224.
- e. \$100.00 payable to Grimsinger Plumbing and Heating Company, P. O. Box 6813, San Antonio, Texas, for connection at 4462 Walzem Road, Sewer Permit No. L-6557.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,065 ✓

TRANSFERRING THE SUM OF \$7,500.00 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 70-01-01 TO THE GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 50-12-01; AUTHORIZING THE PAYMENT OF \$7,500.00 FROM SAID ACCOUNT TO BEXAR COUNTY, TEXAS, FOR THE ERADICATION OF FIRE ANTS IN BEXAR COUNTY; AND AUTHORIZING THE EXECUTION OF A CONTRACT IN CONNECTION WITH THE ERADICATION OF FIRE ANTS IN BEXAR COUNTY.

* * * * *

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

1. The sum of \$7,500.00 is hereby transferred from the General Fund Contingency Account No. 70-01-01 to the General Fund Special Project Account No. 50-12-01.

2. The sum of \$7,500.00 is hereby authorized to be paid from the General Fund Special Project Account No. 50-12-01 to Bexar County, Texas, for the eradication of Fire Ants in Bexar County.

3. The City Manager is hereby authorized to enter into an agreement with Bexar County, Texas, to provide a program for the eradication of Fire Ants in Bexar County. The contract is attached hereto and made a part hereof.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,066 ✓

APPOINTING LOUIS L. MICHAEL TO THE ZONING COMMISSION OF THE CITY OF SAN ANTONIO TO FILL THE UNEXPIRED TERM OF J. C. WORCESTER.

* * * * *

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

1. Louis L. Michael is hereby appointed to the Zoning Commission of the City of San Antonio to fill the unexpired term of J. C. Worcester, such vacancy having been created by the resignation of J. C. Worcester.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

COMMENDING RADIO STATION K. I.T.E. FOR THE PRODUCTION AND BROADCASTING OF THE SAN ANTONIO ANTHEM.

* * * * *

WHEREAS, in recent weeks the airwaves of radio have carried a particularly tuneful musical presentation describing the many pleasant sounds one hears in and around our City, and

WHEREAS, such glorification of the fascination of San Antonio is worthy of special thanks and gratitude and should be recognized as a contribution to the distinctive charm of the City, THEREFORE,

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

That Radio Station K.I.T.E. be given a vote of thanks for the creation and diffusion of a song called "The San Antonio Anthem" which should be inspiring to all our citizens and which should be sung in every home.

PASSED AND APPROVED this 10th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,067 ✓

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. 1556) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 37, Blk. 1, NCB 10260.

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 January, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,068 ✓

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. 1540) The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lot 137, NCB 11253.

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 January, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 30,069

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. 1552) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lots 6 and 7, NCB 10866.

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 January, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,070 ✓

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. 1563) The rezoning and reclassification of property from "B" Residence District to "E" Office District as follows: Lot 48, Blk. 1, NCB 3720.

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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,071

ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF THE NORTH EXPRESSWAY IN THE CITY OF SAN ANTONIO FROM JOSEPHINE STREET TO OLMOS DRIVE; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SAID NORTH EXPRESSWAY FROM JOSEPHINE STREET TO OLMOS DRIVE FOR A ONE-YEAR PERIOD.

* * * * *

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

1. The outer boundaries of the approved right-of-way for the North Expressway as approved by Ordinance No. 29212, are hereby established as building lines within and between which no structures shall be built, and between which no existing structure shall be repaired or altered, if the cost of such repairs or alterations to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made. These restrictions shall be in full force and effect for a one-year period ending January 16, 1963.

2. The Director of Housing and Inspection is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for the North Expressway from Josephine Street to Olmos Drive; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made. These restrictions will be in full force and effect for a one-year period ending January 16, 1963, which is the estimated period required for the appraisal and purchase of the areas herein protected.

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

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,072

ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF THE KELLY AFB ACCESS ROAD IN THE CITY OF SAN ANTONIO FROM LACKLAND ROAD AT FRIO CITY ROAD TO THE PROPOSED U.S. HIGHWAY 90 WEST EXPRESSWAY; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE SAID BOUNDARIES FOR A ONE YEAR PERIOD.

* * * * *

*Amended 1/14/63
31045
31342 5/15/63
32015 1/19/64*

*Amended
and 3/10/64
1/11/63*

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

1. The outer boundaries of the right-of-way for the Kelly AFB Access Road as approved in Ordinance No. 29229 are hereby established as building lines, within and between which no structure shall be built, and between which no existing structure shall be repaired or altered, if the cost of such repairs or alteration to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made. These restrictions shall be in full force and effect for a one-year period ending January 16, 1963.

2. The Director of Housing and Inspection is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for the Kelly AFB Access Road from Lackland Road at Frio City Road to the proposed U. S. Highway 90 West Expressway; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made. These restrictions will be in full force and effect for a one-year period, ending January 16, 1963, which is the estimated period required for the appraisal and purchase of the areas herein protected.

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 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 17th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,073 ✓

AUTHORIZING PAYMENT OF \$1,200.80 FROM GENERAL FUND ACCOUNT 11-03-03 TO J. HARRIS HEIN, ARCHITECT, AND \$250.00 FROM SAID FUND TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT IN CONNECTION WITH THE CONSTRUCTION OF THE RIVERSIDE GOLF COURSE CLUB HOUSE ANNEX.

* * * * *

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

1. The following payments are authorized from General Fund Account 11-03-03 in connection with the construction of the Riverside Golf Course Club House Annex:

- a. \$1,200.30 payable to J. Harris Hein, Architect for architectural services, said sum being 8% of the estimated cost of construction;
- b. \$250.00 to be used as a Miscellaneous Expenses Contingency Account.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,074 ✓

ACCEPTING THE LOW BID OF H. B. ZACHRY CO., FOR THE CONSTRUCTION OF A RAMP IN FRONT OF THE STINSON FIELD TERMINAL BUILDING; AUTHORIZING PAYMENT OF \$10,897.00 TO H. B. ZACHRY CO., AND \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT FROM GENERAL FUND ACCOUNT 12-03-02 IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of H. B. Zachry Co., in the amount of \$10,897.00 for the construction of a ramp in front of Stinson Field Terminal Building, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with H. B. Zachry Co., for the work of the project mentioned in Paragraph 1 above.

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

4. Payment of the following sums is hereby authorized from General Fund Account 12-03-02, in connection with the contract authorized by Paragraph 2 above:

- a. \$10,897.00 payable to H. B. Zachry Co.;
- b. \$500.00 as a Miscellaneous Expenses Contingency Account.

5. PASSED AND APPROVED this 24th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,075 ✓

APPROPRIATING THE SUM OF \$1,797.68 FROM INTERNATIONAL BOND AND CONSTRUCTION FUND NO. 803-4 (FAA 9-41-080-6011), PAYABLE TO D. F. ORTS CONSTRUCTION COMPANY, CONTRACTORS, FOR CERTAIN ELECTRICAL WORK AT THE INTERNATIONAL AIRPORT.

* * * * *

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

1. The sum of \$1,797.68 is hereby appropriated from International Airport Bond and Construction Fund No. 803-4 (FAA 9-41-080-6011) payable to D. F. Orts Construction Company in payment for certain electrical work at the International Airport, as evidenced by Change Orders 11 and 12 to the contract between the said contractor and the City of San Antonio, which contract was authorized by Ordinance No. 29066 dated October 27, 1960.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,076 ✓

ACCEPTING THE LOW BID OF MEADER CORPORATION FOR PARTICIPATION PAVING PROJECT NO. 39 _ SEGUIN ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING THE SUM OF \$37,790.65 PAYABLE TO MEADER CORPORATION, \$1,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT, AND \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL OUT OF FUND NO. 479-11, IN CONNECTION WITH SAID CONTRACT; AND TRANSFERRING THE SUM OF \$7,759.68 FROM STREET PARTICIPATION DEPOSIT FUND NO. 740 TO STREET PARTICIPATION PAVING BOND FUND NO. 479-11

* * * * *

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

1. The low bid of Meader Corporation in the amount of \$37,790.65 for the construction of Participation Paving Project No. 39 - Seguin Road from North New Braunfels Avenue to Edgar Street, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with Meader Corporation for the work of the project mentioned in Paragraph 1 above.

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

4. The sum of \$7,759.68 is hereby transferred from Street Participation Deposit Fund No. 740 to Street Participation Paving Bond Fund No. 479-11.

5. The following sums are hereby appropriated out of Participation Paving Bond Fund No. 479-11 in connection with the contract authorized in Paragraph 2 above:

- a. \$37,790.65 payable to Meader Corporation;
- b. \$1,000.00 payable to Meader Corporation as a Construction Contingency Account;
- c. \$500.00 as a Miscellaneous Expenses Contingency Account.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,077 ✓

TRANSFERRING \$80,825.00 FROM SPECIAL PROJECTS, RIGHT-OF-WAY PURCHASES, GENERAL FUND ACCOUNT NO. 25-01-01, TO HIGHWAY 90 WEST EXPRESSWAY FUND NO. 479-16, AND APPROPRIATING THAT AMOUNT OUT OF FUND NO. 479-16 FOR ACQUISITION OF RIGHT-OF-WAY FOR U.S. HIGHWAY 90 WEST EXPRESSWAY; AND APPROPRIATING \$12,740.00 OUT OF STREET RIGHT-OF-WAY PURCHASE BONDS, 1957, NO. 479-12, FOR ACQUISITION OF RIGHT-OF-WAY FOR LOOP 410, 16-7-35 PROJECT.

* * * * *

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

1. The sum of \$80,825.00 is hereby transferred out of Special Projects, Right-of-Way Purchases, General Fund Account No. 25-01-01, to Highway 90 West Expressway Fund No. 479-16, and such sum is hereby appropriated out of the latter fund for acquisition of right-of-way as follows:

a. \$7,759.00 payable to Stewart Title Company as escrow agent for Joseph Whitfield and Janice L. Whitfield for title to Lots 39 and 40, Block 11, NCB 3494, being Parcel 312-4612.

b. \$12,400.00 payable to Stewart Title Company as escrow agent for Mrs. Belle Black, a widow, for title to Lots 1, 2 and 3, Block 11, NCB 3494, being Parcel 295-4595.

c. \$8,000.00 payable to Stewart Title Company as escrow agent for Velma A. Fisher, a widow for title to Lots 7 and 8, Block 10, NCB 3493, being Parcel 283-4583.

d. \$9,281.00 payable to Stewart Title Company as escrow agent for G. E. Marnoch and Clara Marnoch for title to 0.1633 of one acre of land, more or less, same being all of Lots 25 and 26 and a part of Lot 27, Block 9, NCB 3492, being Parcel 254-4554.

e. \$11,000.00 payable to Stewart Title Company as escrow agent for Ponciano Ramirez, Jr. and Nora G. Ramirez for title to Lots 20, 21 and 22, NCB 3492, being Parcel 252-4552.

f. \$6,800.00 payable to Stewart Title Company as escrow agent for John S. Childs and Ray Edward Childs for title to Lots 1 and 2, Block 6, NCB 3489, being Parcel 206-4506.

g. \$7,000.00 payable to Stewart Title Company as escrow agent for Roberto H. Uriegas and Antonina C. Uriegas for title to Lot 103, NCB 6724, being Parcel 158-4458.

h. \$9,300.00 payable to Stewart Title Company as escrow agent for Jose H. Graciano and Concepcion R. Graciano for title to Lot 16, Block 3, NCB 10477, being Parcel 121-4421.

i. \$9,285.00 payable to Stewart Title Company as escrow agent for Raul R. Chapa and Concepcion T. Chapa for title to 0.0717 of one acre of land, more or less, same being out of and a part of Lot 6, Block 2, NCB 10476, being Parcel 103-4403.

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

2. The sum of \$12,740.00 is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, No. 479-12, payable to Stewart Title Company as escrow agent for Liston E. Znader for title to a tract of land out of NCB 12179, being Parcel 27-4154, for Loop 410, 16-7-35 Project.

A copy of the Sales Agreement on the aforementioned parcel is filed herewith and incorporated herein by reference for all purposes Title to same will be in the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

Extended 31st 1962

AN ORDINANCE 30,078

APPROVING THE LOCATION OF THE ROUTE OF INTERSTATE HIGHWAY 37 (SOUTHEAST EXPRESSWAY) IN THE CITY OF SAN ANTONIO FROM INTERSTATE HIGHWAY 35 TO THE SOUTHEAST CITY LIMITS WITH REVISED RIGHT-OF-WAY LIMITS FOR THE PORTION OF THE PROJECT BETWEEN SOUTH HACKBERRY STREET AND INTERSTATE HIGHWAY 35; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY; AND REPEALING ORDINANCE #29485.

* * * * *

WHEREAS, the Texas Highway Department has prepared a revised protection map for the portion of Interstate Highway 37 (Southeast Expressway) between South Hackberry Street and Interstate Highway 35; and

WHEREAS, additional time is required for engineering, appraisal and acquisition of the right-of-way for Interstate Highway 37 with the city limits of San Antonio; NOW, THEREFORE:

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

1. The route of the Southeast Expressway (Interstate Highway 37) from Interstate Highway 35 to the Southeast City limits (with revised right-of-way limits between South Hackberry Street and Interstate Highway 35) as shown by the protection maps prepared by the Texas Highway Department as follows:

- | | |
|--|--------------------------------------|
| South Hackberry Street, North to Interstate Highway 35 | Exhibit "B", January, 1962, revision |
| South Hackberry Street, South to Southeast City Limits | Exhibit "A", dated October, 1959 |

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

2. The outer boundaries of the approved Southeast Expressway (Interstate Highway 37) route as shown by said maps are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

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

4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 24th day of January, 1963, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

5. Ordinance #29485, passed and approved May 24, 1961, is hereby repealed.

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

7. PASSED AND APPROVED this 24th day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,079 ✓

*Amended
Ord # 33172
March 25, 1965*

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE JAS. K. DOBBS COMPANY OF DALLAS, INC., FOR SPACE FOR THE OPERATION OF A RESTAURANT AND COFFEE SHOP AT THE 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 agreement with the Jas. K. Dobbs Company of Dallas, Inc., for space, for the operation of a restaurant and coffee shop at San Antonio International Airport.

2. A copy of the lease agreement is attached hereto, marked Exhibit I, and expressly made a part hereof.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

LEASE AGREEMENT

This lease agreement entered into this _____ day of _____, 19____, by and between the CITY OF SAN ANTONIO, Texas, hereinafter called "LESSOR", and JAS. K. DOBBS COMPANY OF DALLAS, INC., acting by its authorized officers pursuant to a resolution of its Board of Directors, hereinafter called "LESSEE", WITNESSETH:

That for and in consideration of the agreements contained herein, Lessor hereby grants to the Lessee the exclusive right to operate and maintain the Airport Terminal Building restaurant and coffee shop, airline food catering and related services, snack bars, newsstands, and gift counters (hereinafter referred to as Airport restaurant and related facilities), unless specifically stipulated hereinafter as non-exclusive, for a period of 10 years ending the _____ day of _____, 19____, subject to the following provisions and stipulations:

It is mutually agreed that this lease supersedes the present leases between the parties hereto, covering restaurant and related operations and the Western Shop at San Antonio International Airport, executed pursuant to City Ordinances 18404, 19446 and 26908.

I.

Lessee agrees and covenants as follows:

(a) The Lessee shall spend approximately \$175,000.00 for leasehold and equipment improvements in the new expanded terminal building and to submit certified invoices proving same to the Director of Aviation of the City of San Antonio. A sketch showing the area in the Airport Terminal Building covered by this lease, marked Exhibit "A", is attached hereto and incorporated herein. Lessee's plans for said improvements shall be submitted to Director of Aviation for his approval in writing.

(b) The Lessee will be strictly responsible for the condition of the restaurant and related city-owned property under his control, and shall repair, decorate, and replace such property as may be destroyed or damaged by him or his agents, and shall be responsible for compliance with all State, Federal, and municipal regulations relative to the operation of said restaurant and related facilities. The Lessee shall keep and maintain the interior of the premises and the immediate area surrounding the same in a clean, neat and sanitary condition and attractive in appearance. Redecoration is to be scheduled regularly by Lessee as needed and at not less than 36-month intervals subject to the approval of Lessor.

(c) Lessee shall pay all Federal, State and local government taxes, license fees and occupation taxes levied on the business conducted pursuant hereto, or on any property used therein. Delinquency in payment of any of such taxes or fees after 20 days' written notice to Lessee shall be cause for termination of this lease, at the option of the Lessor.

(d) The Lessee shall at all times provide Workmen's Compensation Insurance for the protection of its employees and shall indemnify and hold the City of San Antonio free and harmless from any damage, claim of damage, or any suits which may be brought or prosecuted against the said City of San Antonio, arising or growing out of said use, operation and exercising of the rights and privileges granted in the lease of the restaurant and related facilities enumerated above at the San Antonio International Airport.

(e) The Lessee shall keep the Coffee Shop open for efficient operation 24 hours a day, 7 days a week, and the hours of operation of the dining areas, snack bars, newsstands, and gift counters shall be subject to agreement between Lessee and Lessor. No signs advertising any food or drink will be permitted in the terminal area without the consent of the Lessor.

(f) Any employee of the Lessee whose conduct on the Airport shall be found to be detrimental to the best interests of the Airport shall be disciplined or dismissed by the Lessee upon the request of Lessor.

(g) Lessee agrees to pay all water and sewerage charges directly chargeable to the operation of the restaurant and related facilities. Lessee further agrees to pay for all electrical power and gas charges. The Lessee shall install water-heating facilities to provide for the entire needs of the restaurant and coffee shop facilities.

(h) The electrical current provided for the operation of any food vending machines operated by the Lessee will be billed against the Lessee at a flat rate to be determined by a check-meter. All such food vending machines shall be placed in their respective locations only after approval in writing by the Director of Aviation.

(i) Lessee agrees, during the term of the contract, to carry on a continuing program locally and in the San Antonio area of advertising and promotion of its airport services in order to increase its business and attract new business. Lessee agrees to spend not less than 1/10 of 1% of its gross revenues annually for this advertising program. The advertising program for each month shall be approved in advance by the Director of Aviation as to the interest of the City.

(j) The Lessee shall submit menus at least once each month to the Lessor, through its Director of Aviation for approval as to types of foods to be served, as well as charges to be made for same. Restaurant and coffee shop menus (food items and the prices charged therefor) shall be in line with those of San Antonio restaurants and coffee shops of comparable size and quality. The Lessor reserves the right to request the addition of food items to the Lessee's menu provided such food items are in public demand in the City of San Antonio.

(k) Lessor shall have the right to cancel this lease 90 days after written notice is given to Lessee if operation of the restaurant and related facilities by Lessees does not meet or ceases to meet Lessor's approval. Lessee shall have the first 20 days of such period to correct the grievances or conditions in its operation complained of by Lessee. In the event this lease is cancelled by Lessor after giving the required notice in writing, Lessor shall purchase from Lessee all leasehold improvements, furniture, fixtures, equipment and furnishings in place on the leased premises at the time such notice is given. The purchase price would be at the then depreciated value, which shall be computed according to the depreciation schedule used in Lessee's most recent income tax return, as shown by a copy certified to by an independent certified public accountant. Items such as chinaware, silverware, utensils are not included in those to be purchased if and when this right is exercised by Lessor. LESSEE shall file with LESSOR a list of included items after installation of same in the expanded terminal building, and shall file supplemental lists once each year on the anniversary date of this lease. If and when such option is exercised by LESSOR, LESSEE shall supply LESSOR with a list, certified to by an independent certified public accountant, prepared from LESSEE'S records showing the dates (month and year) the included items were purchased and the prices paid.

II.

It is further agreed by and between the parties hereto:

(a) The Lessor reserves the right to have a terminal drugstore with sundries and gifts priced not to exceed \$10.00 retail; a haberdashery if required, and such other concessions needed but not now specifically known, which would be compatible with Lessee's business. Lessee's lease is non-exclusive on sundries, newsstand and novelty items. Separate leases will be negotiated between Lessor and Lessee before Lessee inargurates any additional service pursuant to this paragraph.

(b) Box lunches, food, drinks and other commodities may be sold by the Lessee and delivered to any person or corporation. The Lessee shall pay to the City of San Antonio a percentum on such gross sales as is hereinafter set forth.

(c) Should any other Lessee, located in the Airport Terminal Building or within 1,000 feet thereof, desire to dispense food or beverage service to their guests, the Lessee would be permitted to contract for these services at the rates specified herein and specifically approved by the Lessor.

(d) The Lessee shall have the exclusive right to establish food vending machines in the terminal building at places designated by the Director of Aviation. The City of San Antonio shall receive 8% of actual gross on vending machines.

(e) Lessor agrees to grant, at the earliest possible date, an option to Lessee to lease ground for construction of catering facilities by Lessee in the Terminal area. Lessee agrees that any office space required for their operation outside of their leased areas will be paid for at the prevailing rental rates.

(f) Lessee may request a renegotiation of the terms of this lease in the event the pedestrian traffic flow is radically changed by the Lessor.

III.

(a) In consideration of the lease by Lessor, the Lessee agrees to pay as rental to the Lessor commission fees at the following rates:

8% of gross on food sales and food-type vending machines,
 15% on gift items,
 8% on sundries and newsstand items,
 .13½% of gross on wine and malt-type beverages, with a minimum monthly guarantee of \$2,000.00 payable to Lessor.

(b) Payment shall be made to the City of San Antonio on a monthly basis no later than the 15th day of the month for which payment is due, with the exception that the minimum monthly guarantee of \$2,000.00 shall be payable in advance on the first day of each and every month. The Lessee shall submit to the City of San Antonio with said commission payments a detailed sworn statement showing the gross receipts from the operation of the restaurant and related concession during the preceding calendar month, with such reasonable detail as may be required by the City of San Antonio. The City of San Antonio and its agents may, at all reasonable times, inspect and examine all books and records of Lessee for the purpose of confirming or verifying Lessee's reports. In addition, the books and records shall be maintained in accordance with generally accepted accounting principles and procedures.

IV.

(a) Lessor may terminate this contract and re-enter and take possession of said premises upon occurrence of any of the following events:

- (1) Upon non-payment of the whole or any part of the amounts agreed upon in the Lease Agreement at the time such payments become due, or within thirty days thereafter, without demand being made therefor;
- (2) Upon the assigning or subletting of this Contract without written consent of the Lessor.;

- (3) Upon institution of involuntary proceedings in bankruptcy against Lessee;
- (4) Upon the filing by Lessee of a voluntary petition in bankruptcy;
- (5) Upon the making by Lessee of any general assignment for the benefit of creditors;
- (6) Upon the occurrence of any acts which operate to deprive the Lessee of the power to promptly perform the duties incidental to the proper conduct of the restaurant and related facilities granted herein; or
- (7) Upon the non-performance of said Lessee of any of the covenants hereinbefore or hereinafter mentioned, after 20 days' written notice to Lessee demanding compliance therewith, the Lessor may terminate the Contract and re-enter and take possession of said premises.

The Lessee hereby waives any notice of such termination, notice to quit possession of premises, or any demand for payment of the amounts agreed upon, as the same become due, or for the performance of any of the covenants herein, or any demand for the possession of said premises; provided, however, that the failure of the Director of Aviation to immediately declare the Contract terminated upon the breach of any of such covenants by the Lessee shall not operate to bar, abridge or destroy the right of the Council of said City or of said Director of Aviation to declare this Agreement terminated upon any subsequent violation of the Contract by the Lessee.

(b) Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Ten Thousand Dollars (\$10,000.00) conditioned on the faithful performance of all conditions and covenants of this lease.

(c) In case the premises are rendered untenable by flood, fire, abandonment, condemnation, or other disaster not within the control of the parties to the lease, either party to the lease may declare the lease terminated. In such event the City of San Antonio shall be entitled to receive from the Lessee the proportionate amount of the monthly rental due for the period of use, and Lessor may remove items of restaurant equipment not affixed to the building so as to become a part of the realty.

(d) Any loss from the operation of said restaurant and related facilities shall be borne by the Lessee, and, further, he shall indemnify and save forever harmless the City of San Antonio from any and all claims for damages of any kind and nature which shall hereafter be made against the City of San Antonio on account of any personal injuries or property damage resulting from the use of said premises. Lessee shall carry adequate Workmen's Compensation and Public Liability and Property Damage Insurance in insurance companies licensed to do business in Texas. The policy limits of the latter of not less than \$25,000.00 for one person and \$50,000.00 for any one accident involving injury to more than one person with property damage insurance of not less than \$10,000.00 for any one accident. The Public Liability and Property Damage Insurance shall name the City of San Antonio, Texas, as one of the parties insured. The Lessee shall provide Products Liability Insurance of not less than \$25,000.00. Certificates of Insurance, or other satisfactory evidence of compliance with this paragraph, shall be filed with the City Clerk.

(e) Lessee may remove items of restaurant equipment not affixed to the building so as to become a part of the realty at the end of the 10-year term.

(f) In connection with the performance of work under this Contract, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

(g) Any written notices required to be given to Lessor by this lease shall be sent by registered or certified mail to: City Manager, City Hall, San Antonio, Texas. Any written notices required to be given to Lessee by this lease shall be sent by registered or certified mail to Jas. K. Dobbs Company of Dallas, Inc., 120 S. Third Street, Memphis 3 Tennessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year above written.

Attest; City Clerk

THE CITY OF SAN ANTONIO, LESSOR

JAS. K. DOBBS COMPANY OF DALLS, INC., LESSEE

ATTEST: Secretary.

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AN ORDINANCE 30,080

TERMINATING THE LEASE OF SPACE IN THE ANNEX TERMINAL BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT TO WILLIAMS-STACKHOUSE & ASSOCIATES EFFECTIVE NOVEMBER 1, 1961.

* * * * *

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

1. The lease from the City to Williams-Stackhouse & Associates of space in the Annex Terminal Building at San Antonio International Airport authorized by Ordinance No. 29734, passed and approved July 26, 1961, is hereby terminated effective November 1, 1961. This termination shall not operate to release Lessee from any obligations incurred prior to that date under said lease.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,081

AUTHORIZING EXECUTION OF A LEASE ON A MONTH-TO-MONTH BASIS OF THE SERVICE STATION AT SAN ANTONIO INTERNATIONAL AIRPORT TO RALPH S. CAMERON; AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH TEXACO, INC., WITH RESPECT TO EQUIPMENT ON SAID LEASED PREMISES.

* * * * *

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

1. The City Manager is authorized to execute a lease on a month-to-month basis of the airport service station at San Antonio International Airport to Ralph S. Cameron. Said lease provides for payment of rent to the City at the rate of \$500.00 per annum plus \$0.005 per gallon of gasoline sold or used on the leased premises. A copy of the lease, marked Exhibit "A", is filed herewith and incorporated herein for all purposes.

2. The City Manager is authorized to execute the "Assent of Owner" on behalf of the City on the Customer's Equipment Lease between Texaco, Inc., and Ralph S. Cameron. A copy of said instrument, marked Exhibit "B", is filed herewith and incorporated herein for all purposes.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and RALPH S. CAMERON, an individual, (hereinafter called "Lessee"), with his principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

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

A. The frame service station building known as Building 62, located at the corner of South Terminal Drive and East Terminal Drive.

B. A plot of ground upon which said Building 62 is situated, and measuring 135' X 100'.

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

2. The lease is on a month-to-month basis. Either party hereto may terminate this lease upon giving 30 days' written notice to the other party.

3. Lessee shall pay to Lessor the following rentals and commissions:

A. For the facilities and improvements as shown on Exhibit 1, a rental of \$43.00 per month.

B. For each gallon of gasoline sold or used on the leased premises, a commission of \$0.005 per gallon.

4. The rental above provided for shall be paid monthly in advance on the first day of each and every month beginning with the first day of December, 1961.

5. The leased premises shall be used solely for purposes connected with the operation of an Automotive Service Station, including the sales of automotive fuels, lubricants and service, and no other activity may be carried on therein.

6. Lessee expressly covenants and agrees as follows:

A. 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 premises on said Airport. In this connection, Lessee will keep the leased premises clean and in good repair.

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

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

D. 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.

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

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

G. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligations hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in a minimum sum of \$50,000 for one person and \$100,000 for two or more persons and in addition thereto to carry a minimum of \$25,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy, and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given." A certificate of insurance, or other satisfactory evidence showing compliance with this paragraph shall be filed with the City Clerk immediately.

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

I. Lessee will conduct its business in a proper and first-class manner at all times.

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

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

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

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

7. The amount to be paid Lessor by Lessee pursuant to Paragraph 3A of this lease includes an amount to reimburse the Lessor for fire and extended coverage insurance Lessor is required to carry on the premises.

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

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provision of any re-organization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same.

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

10. 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.

11. 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.

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

EXECUTED this _____ day of _____, 196_____.

CITY OF SAN ANTONIO Lessor

/s/ Ralph S. Cameron Lessee

A RESOLUTION

DIRECTING THE CITY CLERK TO ADVERTISE FOR THE SALE OF \$1,965,000 WATER REVENUE BONDS, SERIES 1962.

* * * * *

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

1. The City Clerk is hereby directed to advertise for bids for the sale of \$1,965,000 Water Revenue Bonds, Series 1962, to be issued by the City of San Antonio for the purpose of providing funds for enlarging and extending the water system of the City of San Antonio.

2. Said advertisement shall be accomplished by the publication of the "Official Notice of Sale," attached hereto as Exhibit "A", pertaining to said Water Revenue Bonds of San Antonio, Texas.

3. The City Manager is hereby authorized to publish such notice in such other media as he may deem advisable.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,082 ✓

ACCEPTING THE PROPOSAL OF EMERSON AND COMPANY TO PERFORM CERTAIN SERVICES IN CONNECTION WITH THE SALE OF CITY WATER REVENUE BONDS.

* * * * *

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

1. The proposal of Emerson and Company, attached hereto and made a part hereof as Exhibit "A", to perform certain services in connection with the proposed sale of Water Revenue Bonds of the City, is hereby accepted.

2. It is distinctly understood that payment for those services by Emerson and Company made in connection with the sale of bonds outlined in Paragraph 1 above will be made solely from the control of the Waterworks Board of Trustees of the City of San Antonio.

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

W.W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,083 ✓

GRANTING THE U.S. PUBLIC HEALTH SERVICE PERMISSION TO USE CERTAIN CITY PROPERTY AT 423 S. ALAMO ST., TO CONDUCT A NATIONAL HEALTH SURVEY FROM FEB. 9, 1962 TO MARCH 15, 1962.

* * * * *

WHEREAS, the U. S. Public Health Service is conducting a National Health Survey in various counties throughout the country to provide information on heart disease, arthritis, etc., for research purposes; and,

WHEREAS, said service has requested space for parking two mobile trailers and parking for ten cars; and,

WHEREAS, the City wishes to cooperate with said service for this worthy purpose; NOW, THEREFORE:

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

1. Permission is hereby granted the U.S. Public Health Service for the use of the following areas on city property at 423 S. Alamo St., for the period of Feb. 9, 1962 to March 15, 1962.

- a. An area 25' by 45' for parking two trailers; and
- b. space for parking ten cars.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,084 ✓

AUTHORIZING THE GROOS NATIONAL BANK TO USE SPACE UNDER SIDE-WALKS ON MARKET, NAVARRO AND COMMERCE STREETS.

* * * * *

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

1. A permit is hereby granted to the Groos National Bank to excavate and use the space under sidewalks on Market, Navarro and Commerce Streets adjacent to property known as New City Block 108, Lots 2, 3 and 4.

2. Said excavation shall extend from the property line fixed by the Director of Public

Works to the back-face of the curb on Navarro and Market Streets a varying distance on Commerce Street being 4 feet 8 inches (4'8") at the East and 9 feet 5 inches (9'5") at the West end. The Groos National Bank will replace all sidewalks, curbs, storm drainage facilities and traffic control signals displaced by this construction.

3. The Groos National Bank shall make such excavations and provide lateral support, under the supervision of the Director of Public Works, and shall construct the sidewalks, curbs and other facilities in a safe and substantial manner.

4. The Groos National Bank shall indemnify the City of San Antonio from any and all claims for property damage or personal injury resulting from the actual performance of the work or from the existence thereafter of the privilege in question.

5. The City of San Antonio expressly reserves the right to execute such street construction work or utilities location or relocation as it may in the future deem necessary without incurring liability to the Groos National Bank of San Antonio, its successors and assigns.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,085 ✓

APPROPRIATING \$3,000.00 OUT OF STREET RIGHT-OF-WAY PURCHASE BONDS, 1957, ACCOUNT NO. 479-12, FOR THE ACQUISITION OF A PARCEL OF LAND ON FARM TO MARKET ROAD #78 PROJECT ACQUIRED BY CONDEMNATION IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

* * * * *

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

1. The sum of \$3,000.00 is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, Account No. 479-12, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Joe Tschoepe, Laura Robison, Frieda Krueger, Meta Specht, Clifford E. Tschoepe, Erwin Tschoepe, Milton Tschoepe, Agatha Kneupper, Justine Schwab, Hilda Wetz, Sophie Schumann, Thekla Schumann, Thekla Edwards, Lorene Tschoepe and Johnny Edward, and their heirs, if any, for Lot 3 (0.165 acres) Hopps Village Subdivision, County Block 5779, San Antonio, Bexar County Texas, Parcel No. 4265. Said sum is the award of the Special Commissioners in condemnation filed with the County Judge January 10, 1962.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,086 ✓

APPOINTING O. W. SOMMERS, BRUCE E. SASSE, F. NORMAN HILL AND L. H. HUDSON TO SERVE AS EX-OFFICIO MEMBERS OF THE PLANNING COMMISSION TO SERVE IN SAID CAPACITY AT THE PLEASURE OF THE CITY COUNCIL.

* * * * *

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

1. O. W. Sommers, Bruce E. Sasse, F. Norman Hill and L. H. Hudson are hereby appointed to serve as ex-officio members of the Planning Commission to serve in said capacity at the pleasure of the City Council.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,087 ✓

AMENDING SECTIONS 6-40 AND 6-41 OF THE SAN ANTONIO CITY CODE TO ALLOW THE DIRECTOR OF PUBLIC HEALTH TO ESTABLISH PROCEDURES FOR THE SALE OF ANIMALS TO HOSPITALS AND OTHER INSTITUTIONS FOR RESEARCH PURPOSES IN THE STUDY OF PREVENTION OF DISEASE OR THE BETTERMENT OF MANKIND.

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

1. Section 6-40 of the San Antonio City Code is hereby amended to read as follows:

A. Section 6-40. If impounded dogs or other animals are not reclaimed and redeemed by the owner within the forty-eight hour period provided in Section 6-39, such animal shall be offered for sale for not less than \$2.50 and not more than \$5.00 during the next 24 hours (forth ninth to seventy-second hours, both inclusive) and provided further that the person from whose possession such animal was originally taken may thereafter redeem same on paying the purchaser at such sale, an equal amount paid by the latter to the Director of Public Health, together with reasonable expenses incurred by such purchaser for keeping such animal, not to exceed 50¢ per day; provided further that the provision for redemption of animals shall not apply to animals to be disposed of for scientific and medical purposes as specified in Section 6-41.

2. Section 6-41 of the City Code is hereby amended to read as follows:

A. Section 6-41. Dogs and other impounded small animals that are not reclaimed AND REDEEMED OR SOLD WITHIN THE SEVENTY-TWO HOURS FROM THE time they were impounded shall be humanely put to death; or, may be sold after said seventy-two hours, through procedures to be established by the Director of Public Health, to any hospital or reputable institution, public or private, for research purposes in the study of prevention of disease or the betterment of mankind, for not less than \$3.00 per animal.

B. The Director of Public Health shall supply animals for research as set out in Sec. 6-41A above, only to those institutions which comply with the standards established by the U.S. Department of Health, Education and Welfare for the humane treatment of animals in research.

C. The City reserves the right to inspect the research facilities to determine the treatment received by animals provided by the City pursuant to the terms of Sec. 6-41A above.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,089

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO MACHINE AND SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH CERTAIN FIRE HOSE FOR A TOTAL OF \$2,040.00

* * * * *

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

1. The attached low qualified bid of San Antonio Machine and Supply Company, dated 19 January 1962 to furnish the City of San Antonio, Fire Department with certain Fire Hose in the amount of \$2,040.00, 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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,088

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE AMERICAN LA-FRANCE DIVISION OF STERLING PRECISION CORPORATION TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH CERTAIN NOZZLES FOR A TOTAL OF \$2,036.00

* * * * *

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

1. The attached low qualified bid of the American La France Division of Sterling Precision Corporation, dated January 19, 1962 to furnish the City of San Antonio, Fire Department with certain nozzles in the amount of \$2,036.00, less 2%-30 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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,090

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO MACHINE AND SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH CERTAIN FIRE HOSE FOR A TOTAL OF \$5,640.00

* * * * *

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

- 1. The attached low qualified bid of San Antonio Machine and Supply Company, dated 19 January 1962 to furnish the City of San Antonio, Fire Department with certain Fire Hose in the amount of \$5,640.00, 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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,091

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF AMERICAN CLAY FORMING PLANT TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN CERAMIC BUTTONS FOR A TOTAL OF \$3,188.43

* * * * *

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

- 1. The attached low qualified bid of American Clay Forming Plant, dated December 18, 1961 to furnish the City of San Antonio, Department of Traffic and Transportation with certain ceramic buttons for a net total of \$3,188.43 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-02.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,092

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF BACTEX FERTILIZER INC. TO FURNISH THE CITY OF SAN ANTONIO PARKS AND RECREATION DEPARTMENT WITH CERTAIN FERTILIZER FOR A TOTAL OF \$6,129.50

* * * * *

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

- 1. The attached low qualified bid of Bactex Fertilizer Inc. dated January 17, 1962 to furnish the City of San Antonio Parks and Recreation Department with certain fertilizer in the amount of \$6,129.50, less 1%-10 days is hereby accepted.

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

<u>Account No.</u>	<u>Amount</u>
11-02-01	1,414.50

11-03-02	1,650.25	
11-03-03	1,414.50	
11-03-09	<u>1,650.25</u>	\$6,129.50

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,093 ✓

EXTENDING ORDINANCE NO. 29405, PASSED AND APPROVED APRIL 13, 1961, WHICH IS THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, THE TEXAS AGRICULTURAL EXPERIMENTAL STATION, AND THE SOIL CONSERVATION SERVICE (UNITED STATES DEPARTMENT OF AGRICULTURE), TO JUNE 30, 1962 OR UNTIL COMPLETION OF THE PROJECT, WHICHEVER OCCURS FIRST; AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL COOPERATIVE AGREEMENT BETWEEN THE SAID PARTIES.

* * * * *

WHEREAS, the City of San Antonio, The Texas Agricultural Experimental Station, and the Soil Conservation Service (United States Department of Agriculture) entered into a cooperative agreement on April 13, 1961, for the purpose of making soil surveys and reports on approximately 178,000 acres of land in Bexar County, Texas; and,

WHEREAS, the purposes of said agreement are not yet completed; and,

WHEREAS, said agreement terminated on June 30, 1961; NOW, THEREFORE:

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

1. Ordinance No. 29405, passed and approved April 13, 1961, which is the cooperative agreement between the City of San Antonio, The Texas Agricultural Experimental Station, and the Soil Conservation Service (United States Department of Agriculture), is hereby extended to June 30, 1962 or until the final completion of the purposes of said agreement, whichever occurs first.

2. The City Manager is hereby authorized to execute a supplemental cooperative agreement between the parties heretofore mentioned.

3. A copy of this agreement is attached hereto marked Exhibit "I" and expressly made a part hereof.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

SUPPLEMENTAL COOPERATIVE AGREEMENT
between the
CITY OF SAN ANTONIO, TEXAS
TEXAS AGRICULTURAL EXPERIMENT STATION
AND
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, on the 13th day of April, 1961, the City Council of City of San Antonio (referred to as the "City"), the Texas Agricultural Experiment Station (referred to as the "Experiment Station"), and the United States of America, acting by and through the Soil Conservation Service of the United States Department of Agriculture (referred to as the "Service"), entered into a certain cooperative agreement relating to making of soil surveys on approximately 178,000 acres of land in Bexar County, Texas; term of the agreement being effective from date of execution through June 30, 1961, and

WHEREAS, all the field operations involved in completing the survey, preparing reports, reviewing, etc., of the data developed was not accomplished during the period above mentioned, and

WHEREAS, the parties have continued the cooperative effort with final review of reports, data developed, etc., yet to be concluded, it is the desire of the said parties hereto to consider the original agreement as having been continuously in effect beyond June 30, 1961,

NOW, THEREFORE, on this 4th day of January, 1962, it is mutually agreed that the original instrument be considered as having been extended and that it continue in full force and effect until final completion of the cooperative effort including preparation and review of all reports and data resulting from the survey, or until June 30, 1962, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day, month and year above written.

CITY COUNCIL
CITY OF SAN ANTONIO
By _____

This action authorized at an official meeting of the City Council on the _____ day of _____ 1962, at San Antonio, Texas.

TEXAS AGRICULTURAL EXPERIMENT STATION
By _____

Attest: _____

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
By _____

AN ORDINANCE 30,094 ✓

TRANSFERRING \$50,000.00 FROM SPECIAL PROJECTS, RIGHT-OF-WAY PURCHASES, GENERAL FUND ACCOUNT NO. 25-01-01, TO HIGHWAY 90 WEST EXPRESSWAY FUND NO. 479-16, AND APPROPRIATING \$91,822.00 OUT OF FUND NO. 479-16 FOR ACQUISITION OF RIGHT-OF-WAY FOR U.S. HIGHWAY 90 WEST EXPRESSWAY.

* * * * *

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

1. The sum of \$50,000.00 is hereby transferred out of Special Projects, Right-of-Way Purchases, General Fund Account No. 25-01-01 to Highway 90 West Expressway Fund No. 479-16, and \$91,822.00 is hereby appropriated out of the latter fund for acquisition of right-of-way as follows:

a. \$4,120.00 payable to Stewart Title Company as escrow agent for Edward G. Luderus and Lucille Luderus for title to 0.0568 of an acre of land, more or less, same being out of and a part of Lot 101, of a Resubdivision of Lot 24, Block 34, NCB 3693, being Parcel 4-4304.

b. \$3,650.00 payable to Stewart Title Company as escrow agent for Gustavo Samaniego, Sulema Samaniego, Angelina Mireles and Enrique Mireles for title to the West 1/2 of Lot 3, Block 35, NCB 3694, being Parcel 15-4315.

c. \$8,200.00 payable to Stewart Title Company as escrow agent for Hilario R. De La Pena and Gloria De La Pena for title to Lot 3, Block 3, NCB 10477, being Parcel 108-4408.

d. \$9,500.00 payable to Stewart Title Company as escrow agent for Francisco R. Valdez and Elsei H. Valdez for title to Lot 15, Block 3, NCB 10477, being Parcel 120-4420.

e. \$14,200.00 payable to Stewart Title Company as escrow agent for David D. Almarez, Gary Hunt, Rita Maria A. Hunt, David A. Escamilla and Alice C. Escamilla for title to Lots 3, 4, 5, 6 and 7, Block 6, NCB 3489, being Parcel 207-4507.

f. \$10,200.00 payable to Stewart Title Company as escrow agent for Meta Schuch Littleton for title to Lots 7, 8 and 9, Block 8, NCB 3491, being Parcel 221-4521.

g. \$8,393.00 payable to Stewart Title Company as escrow agent for Raul O. Resendez and Esther A. Resendez for title to Lots 25 and 26, Block 8, NCB 3491, being Parcel 228-4528.

h. \$2,340.00 payable to Stewart Title Company as escrow agent for Mrs. Agnes Mackemson for title to 0.0341 of one acre of land, more or less, same being out of and a part of Lots 39 and 40, Block 8, NCB 3491, being Parcel 232-4532.

i. \$3,450.00 payable to Stewart Title Company as escrow agent for Mrs. Mina M. Koch for title to 0.0477 of one acre of land, more or less, same being out of and a part of Lots 41 and 42, Block 8, NCB 3491, being Parcel 233-4533.

j. \$11,115.00 payable to Stewart Title Company as escrow agent for Alfonso G. Zermeno and Elma Zermeno for title to 0.0750 of an acre of land, more or less, same being out of and a part of Lots 45 and 46, Block 8, NCB 3491, being Parcel 235-4535.

k. \$7,654.00 payable to Stewart Title Company as escrow agent for Willie O. Jackson and Selma J. Jackson for title to Lots 42, 43 and West 1/2 of 44, Block 9, NCB 3492, being Parcel 261-4561.

l. \$9,000.00 payable to Stewart Title Company as escrow agent for Joe C. Oviedo and Felicitas G. Oviedo for title to Lots 45, 46 and 47, Block 12, NCB 3495, being Parcel 341-4641.

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

2. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,095 ✓

MANIFESTING AN OPTION CONTRACT FOR A LEASE TO UNITED ELECTRIC MOTOR CO. OF THREE TEST CELLS AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

1. This ordinance manifests a contract between the City of San Antonio and James R. Sasser, d.b.a. United Electric Motors Co., 1727 Broadway, San Antonio, For an option to lease three test cells at San Antonio International Airport, upon the following terms:

A. Said Option shall be for a period of sixty (60) days from the date of this ordinance.

B. Exercise of this option shall be by letter in writing delivered to the City Manager, City Hall, San Antonio, Texas, on or before the 60th day after the date hereof.

C. If said option is exercised, the lease shall provide, among other things:

- (1) A one-year term beginning with the date the option is exercised, with option in the lessee to renew for an additional one-year term.
- (2) The basic rental will be the sum of \$75.00 per month.
- (3) The said test cells are located in Building #124.
- (4) The premises will be used for the purpose of testing aircraft engines before or after repairs.
- (5) Public liability insurance with adequate limits and a performance bond in the sum of \$1,000 will be required.

The complete lease will be in form as approved by the City Attorney.

D. Said United Electric Motors Co. shall pay the sum of \$75.00 to the City as consideration for this option.

2. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,096 ✓

Amended by Ord 31,053 1/23/63

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH THE TEXAS GAME AND FISH COMMISSION FOR THE USE OF A CERTAIN BUILDING ON THE SAN ANTONIO RIVER IN BRACKENRIDGE PARK.

* * * * *

WHEREAS, the Texas Game and Fish Commission desires to establish a research laboratory on the San Antonio River in Brackenridge Park; and,

WHEREAS, the laboratory will be for the benefit of the citizens of San Antonio and the State of Texas; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a lease for a certain building in Brackenridge Park to the Texas Game and Fish Commission, the term of which shall be one year at a rental of \$25.00 per month.

2. The above lease is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF BEXAR X

This agreement, by and between the City of San Antonio, Texas, hereinafter called "Lessor", and the Texas Game and Fish Commission, hereinafter called "Lessee".

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the building (20 x 30 feet), situated at the old swimming pool on the San Antonio River in Brackenridge Park. The Lessor further grants to Lessee the right to situate adjacent to the above building a portable laboratory (10 x 20 feet).

2. This lease is for a term of one (1) year commencing the _____ day of _____, 1962, and terminating on the _____ day of _____, 1963. Thereafter the Lessee may have the option of renewal for an additional year upon terms to be agreed upon between Lessee and Lessor.

3. The rental on the above-described building shall be THREE HUNDRED DOLLARS (\$300.00) per year, payable by the Lessee in monthly sums equal to 1/12 of the annual rent due hereunder in advance on the first day of each month beginning with the _____ day of _____, 1962.

4. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to Lessor. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the term of this lease.

B. No improvements of any nature shall be undertaken on the leased premises by the Lessee without the prior expressed approval, in writing, by the Director of Parks and Recreation of the City of San Antonio.

C. Lessee will maintain the leased premises in a presentable condition, consistent with the general surrounding park area.

D. Lessee will erect no signs without the prior written consent of the Lessor or its authorized agent in charge of the park.

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

F. 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, agent, employees and servants.

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

H. The Lessee shall install at its own cost a meter to measure the utilities used and shall be responsible for the payment of said utilities.

5. Lessor may cancel this lease by giving Lessee thirty (30) days written notice, upon the default of Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee 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. The Lessee is hereby granted the right to park, store and keep two (2) boats in the Park and Recreation Department Material Yard. It is expressly understood that the Lessor shall in no way be responsible for said boats while so parked, stored or kept in said yard and any damage or loss occasioned by the operation of this paragraph shall solely rest with the Lessee.

EXECUTED THIS _____ day of _____, 1962.

ATTEST: CITY OF SAN ANTONIO Lessor
BY: _____
City Clerk

TEXAS GAME AND FISH COMMISSION, Lessee
BY: _____

AN ORDINANCE 30,097 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SAN ANTONIO MUSEUM ASSOCIATION FOR THE MANAGEMENT OF THE WITTE MUSEUM.

* * * * *

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 San Antonio Museum Association for the management and operation of the Witte Museum. A copy of such contract is attached hereto, marked Exhibit "1", and expressly made a part hereof.

2. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF BEXAR X KNOW ALL MEN BY THESE PRESENTS:

This contract between the City of San Antonio, hereinafter called "City", and the San Antonio Museum Association, Inc., a Texas Corporation, hereinafter called "Association", WITNESSETH:

I.

The City owns all of the land, buildings, and improvements which comprise the Witte Museum as shown in the plat hereto attached, marked Exhibit "A", and expressly made a part hereof and owns all of the property on display and exhibition in and around the Witte Museum as shown by record including but not restricted to the following:

- (A.) Property recorded in the "Inventory of Fixed and Movable Assets" on file with the Property Records Division of the City.
- (B.) Property recorded in the office of the Director of Witte Museum which has been donated or purchased in the mane of the Witte Museum.

II.

It is agreed between the parties hereto that the Association will operate, manage, maintain and supervise the Witte Museum for a period beginning on the 1st day of February, 1962, and ending the 31st day of July, 1963, on a wholly non-profit basis in accordance with the terms and conditions hereinafter set forth.

III.

The Association shall, upon the effective date of this contract, collect and retain for uses as hereinafter specified all admission fees charged for entering the Witte Museum, rentals for use of the premises of the Witte Museum, revenue from the operation of concessions and from the sael of printed materials and souvenirs. Provided, however, that the charges for admission and rental rates shall be those which have been provided by ordinance of the City Council of the City of San Antonio, and any changes in said admission charges and rental rates shall be only by action of the City Council. Provided further that the following rates shall be effective on the effective date of this contract:

25¢ for adults;

10¢ for children under seventeen years of age, except that children carried in arms by an adult who is responsible for their safety shall be admitted free; and provided that all children under ten years of age must be accompanied by an adult who is responsible for their conduct and safety.

Rental rate for use of premises shall be as shown by the attached schedule marked Exhibit "B" and expressly made a part hereof. Any changes thereto must be approved by the City Council.

IV.

The Association shall have the privilege of operating on contract with others to operate

concessions in the Witte Museum and said contracts shall be made with the approval of the City Council. Said contracts with others regarding the operation of concessions within the Witte Museum shall not be for a period extending beyond the term of this agreement.

V.

The City agrees to pay the Association, as consideration for the services to be rendered herein, the sum of \$95,000.00 annually. Provided, however, for the year ending July 31, 1961, the sum agreed to be paid the Association by the City shall be the sum of \$95,000.00 (which sum includes \$10,000 for display cases) less the expenses chargeable to Witte Museum from August 1, 1961, to the effective date of this contract. The sum to be paid the Association shall be paid in equal monthly installments, each payable on the 15th of each month, the first payment to be made on the 15th day of February, 1962. The City further agrees that gas, electric, and water operating costs shall be paid by the City from other funds.

VI.

All money received by the Association as a result of its operation of the Witte Museum, including but not limited to, revenue from admission charges, rentals, revenue from operation of concessions, and/or payments made by others to the Association for the privilege of operating concessions within the Witte Museum shall be expended solely for the following purposes:

- (1) For the purchase of objects for display to be exhibited at the Witte Museum;
- (2) For the maintenance, preservation, repairing, and resotring of objects on exhibition;
- (3) For the making of repairs, improvements, and additions in and around the Witte Museum;
- (4) To supplement the funds paid by the City to the Association under the terms of Paragraph V hereof, for the operation of the Witte Museum.

VII.

Said Association shall not remove from the Witte Museum, mortgage, sell, exchange, donate, nor barter, at any time and in any manner, any object of display or exhibition owned by the City nor any object of display or exhibition owned by the City which is being stored at the Museum or elsewhere except with the consent of the City Council.

The Association agrees to establish and maintain complete and adequate records of all objects of display or exhibition purchased or donated to the Witte Museum from the effective date of this contract. The records shall state when, where, price, and from whom purchased, or if donated, by whom, when, and the estimated value thereof. Those records shall include information as to whether or not the items referred to in this contract are owned by the City of San Antonio Witte Museum, San Antonio Museum Association, or the San Antonio Art League.

VIII.

All expenses incident to the operation of the Witte Museum by the Association shall be paid solely by the Association from funds received from the City under Paragraph V hereof and by other funds of the Association.

IX.

The Association shall have no authority to bind the City in any way or to incur any indebtedness or liability on behalf of the City.

X.

The Association shall at its own expense hire all qualified personnel reasonably necessary to the proper and efficient operation of the Witte Museum. Provided, however, until such time as the employment of personnel presently employed at Witte Museum has been mutually agreed to by both parties, such employees are to be employees of the City and shall be paid from City funds. It is also agreed that funds used for this purpose shall be deducted from the sum the City agrees to pay to the Association under Paragraph V hereof. If the disposition of employees under this contract has not been mutually agreed to by both parties hereto within 90 days of the effective date of this contract, the contract shall be null and void.

XI.

The Association agrees that it will submit an annual financial report for the year ending July 31st, including a complete and detailed financial statement prepared by a Certified Public Accountant of the receipts and expenditures for the operation of the preceding year. Said report is to be submitted to the City Council not later than September 15 of each year.

XII.

The Association shall not make any alterations, additions, or improvements to the Witte Museum or buildings thereof without the written consent of the City Council and all alterations, additions or improvements made to the Witte Museum or buildings thereof shall

become the property of the City of San Antonio from and after the time such alterations, additions, or improvements are made.

XIII.

The Association hereby covenants and agrees to keep, at their own cost and expense, all buildings, edifices, and structures which comprise the Witte Museum in a good and safe state of repair.

XIV.

The Association will keep at their own cost and expense, all pieces of property on display and exhibition in a good state of repair in all respects, reasonable use and wear and tear and damage by accidental fire or acts of God only excepted.

XV.

The Association agrees to indemnify and hold the City harmless against every claim, demand, or cause of action which may be made or which might arise against the City by reason of or arising out of any act, action, or omission of the Association connected with the supervision, maintenance, and operation of the Witte Museum by the Association or its representatives or employees or of any person or such persons, employees, or against with whom the Association has contracted with reference to the operation of the concessions or the privileges hereunder.

XVI.

The Association hereby covenants and agrees to keep in effect at all times the following policies of insurance for the following minimum amounts:

(a) A public liability insurance policy providing for liability limits of not less than \$20,000.00 for injuries to one person and of not less than \$40,000.00 for injuries to more than one person in a single accident or occurrence; and for damages to property limited to not less than \$5,000.00 for such damages occasioned by a single accident or occurrence.

(b) A policy of liability insurance providing for liability limits for not less than \$50,000.00 for one person and \$300,000.00 for injuries or death to more than one person in a single accident or occurrence caused by the operation of the elevators at Witte Museum.

(c) A fine arts policy for loss or damage of not less than \$200,000.00 on property of the Witte Museum, the list of said property being reflected in the schedule at the Ludolph Insurance Agency, 514 Gunter Building, which list is attached to the fine arts policy now in operation at this time.

(d) A stamp and coin collection floater policy for not less than \$20,000.00 on stamps and coins on display at the Witte Museum.

(e) A fire and extended coverage insurance policy with 80% co-insurance and with a net coverage of not less than \$624,000.00 not including the 80% co-insurance.

All of said insurance hereinabove referred to and any other insurance which said Association shall carry shall be issued by an insurance company or companies licensed to do business in the State of Texas and the original or copy of said policy of insurance to be kept on file with the City Clerk. All of said policies of insurance shall name the City of San Antonio as a co-insured.

XVII.

The Association shall have the privilege of buying its insurance coverage through the Insurance Advisory Committee of San Antonio.

The Association hereby acknowledges that the City of San Antonio now has in effect insurance concerning those policies specified in Paragraph XVI in the amounts as set forth therein. As the premiums on these policies have been paid up, the Association agrees to repay the City on a pro-rata basis, the unearned premiums on said insurance policies from the effective date of this contract through July 31, 1963. Provided, however, that the Association shall secure Owner's, Landlords', and Tenants' Liability Insurance in accordance with this contract on the effective date of this contract.

XVIII.

If either party shall violate any of the obligations contained herein or fail to make any payments required hereunder, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of 90 days from the receipt of said notice.

SIGNED AND AGREED to this _____ day of _____, 1962.

CITY OF SAN ANTONIO

BY: City Manager

SAN ANTONIO MUSEUM ASSOCIATION, INC.

By: _____

AN ORDINANCE 30,098 ✓

APPROVING THE LOCATION OF THE NORTH EXPRESSWAY FROM JONES-MALTSBERGER ROAD NORTH TO THE NORTH CITY LIMITS NEAR BITTERS ROAD AS ESTABLISHED BY THE STATE HIGHWAY DEPARTMENT; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY; AND AMENDING ORDINANCE NO. 27589 IN ACCORDANCE THEREWITH.

* * * * *

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

1. The location of the right-of-way for the North Expressway, from Jones-Maltsberger Road south of Sunset Road north to the north City Limits near Bitters Road, as shown by a protection map revised January 3, 1962, by the Texas Highway Department, is hereby approved.

2. The aforesaid map on file in the office of the City Clerk is incorporated herein by reference for all purposes.

3. The outer boundaries of the approved North Expressway location as shown by said map are hereby and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

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

5. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 31st day of January, 1963, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

6. Ordinance No. 27589, adopted May 21, 1959, approving the location of the aforesaid North Expressway, is amended to conform with the terms of this ordinance.

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

8. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,099 ✓

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND A. F. BEYER FOR OPERATION OF BOATS ON A PORTION OF THE SAN ANTONIO RIVER.

* * * * *

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, hereinafter called "Licensee," with the following terms and conditions:

a. The City grants Licensee the privilege of operating pedal boats for hire on the San Antonio River between the Aztec Theater on St. Mary's Street and the Granada Hotel.

b. Licensee shall pay to the City the sum of \$1,275.00 in advance for this privilege.

c. The term of this license is for a one-year period, commencing January 1, 1962, and ending December 31, 1962. 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 saem may become a nuisance.

d. Licensee shall conduct his operations 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.

e. No concession for the sale of any item on the river or on its banks is granted hereby.

f. 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.

g. The City further agrees to permit Licensee, subject to approval by the Parks and Recreation Director, the use of property along the banks of said section, as is reasonably necessary in connection with the operating of boats for hire, provided that the use by Licensee shall not interfere with the use of said property by the City for the storage of tools and equipment and shall not impede or interfere with the use of said property by the City for flood control purposes.

h. 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 from being carried on on the San Antonio River.

i. Licensee further agrees that on all parts of the river banks used by Licensee, he will at all times keep the same free from litter, paper, trash and other obstructions and put the same in regular trash containers on the street, and in full conformity with the garbage, sanitary and health regulations of the City.

j. 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, 1962, 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 \$20,000 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.

k. In case of default of any of the covenants by Licensee, the City may declare this permit terminated and the City shall have the right to re-enter the demised premises and remove all persons or property from same without being deemed guilty of any manner of trespass, without liability for any damages, and without prejudice to any other remedy that the City may have.

l. This contract is not assignable without the written consent of the City.

m. This instrument constitutes the entire agreement, there being no other written or oral agreement.

2. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

3. AGREED TO AND ACCEPTED IN all things by the undersigned this _____ day of _____ 196__.

A. F. Beyer

AN ORDINANCE 30,100 ✓

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND MR. A.F. BEYER, FOR USE OF A PORTION OF 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, hereinafter called "Lessee", with the following terms and conditions:

a. The City grants Lessee the right and privilege of operating an outdoor dining area on the beautified section of the San Antonio River on that portion of City owned property in New City Block 914, consisting of 1,200 square feet, more particularly described as follows:

An area consisting of approximately 1,200 square feet, parallel to the Western boundary of Lot A-8, New City Block 914. Beginning at a point on the West boundary of Lot A-8, which is 2 feet North of the Southwest corner of Lot A-8; thence 50 feet in a Northwesterly direction along the West boundary of Lot A-8; thence at a 90 degree angle 24 feet in a Southwesterly direction; thence at a 90 degree angle 50 feet in a Southeasterly direction; thence at a 90 degree angle 24 feet in a Northeasterly direction to the beginning point.

b. The term of this Lease is for a one (1) year period commencing December 1, 1961, and ending November 30, 1962. The right is expressly reserved to the City, acting through the Council, to terminate this Lease when it is deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

c. Lessee shall conduct his operations in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.

d. Lessee shall, at all times, maintain the sidewalk adjacent to the space used in the exercise of his privilege free from obstruction of any kind and shall not use any of said sidewalk area in the exercise of the privilege granted herein.

e. Lessee shall, at all times, keep the City-owned property used by him free of litter, trash, and paper and put same in regular trash containers in the street in conformity with the garbage, sanitary, and health regulations of the City.

f. Lessee will not construct any improvements or structures in the area of his Lease and no advertisements, decorations or displays will be placed thereon without the approval of the Director of Parks and Recreation.

g. Lessee shall hold the City harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of Lessee's use of the said premises under this Lease and shall provide public liability insurance protecting the City. A certificate of insurance, or other satisfactory evidence, shall be filed with the City Clerk, showing the following (minimum) provisions:

- (1) It shall name the City of San Antonio as co-insured.
- (2) The limits of liability shall be \$10,000 per person and \$20,000 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. Lessee shall pay all taxes, including personal property taxes and sewer charges to the City before they become delinquent and failure to pay same shall be grounds for cancellation by the City of 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. Lessee shall pay the City \$600.00 per year, payable in advance for this privilege.

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 January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,101

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND A. F. BEYER, 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, hereinafter called "Licensee", with the following terms and conditions:

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 north-west 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 a westerly 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.

A sketch of said area, marked Exhibit "A", is attached.

b. Dinner barges owned by Licensee are included in the operation, each barge approximately 25 feet long by 10 feet wide, and with a seating capacity of 22 persons. The dinner barges are to be operated in conjunction with the Casa Rio Restaurant, on that area of the San Antonio River between the Aztec Theater on St. Mary's Street and the Granada Hotel. The Licensee will pay the City \$75.00 annually for the privilege of using each barge on the river, (or \$225.00 for three barges) and this charge is included in the amount specified in paragraph k below. Licensee may request authority to operate additional barges by written application in duplicate. If approved by the Director of Parks and Recreation, the same annual rate shall be paid to the City.

c. The term of this license is for a one-year period, commencing January 1, 1962, and ending December 31, 1962. 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.

d. Licensee shall conduct his operations 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.

e. 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.

f. 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.

g. Licensee shall at all times maintain, free from obstruction, 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.

h. 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, 1962, 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.

i. 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.

j. 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.

k. Licensee shall pay the City \$1,048 per year, payable in advance, for this privilege.

l. This contract is not assignable without the written consent of the City.

m. This instrument constitutes the entire agreement, there being no other written or oral agreement.

2. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

~~-----2.---PASSED-AND-APPROVED-this-----day-of-----,196---~~

3. AGREED TO AND ACCEPTED in all things by the undersigned this _____ day of _____, 196_____.

A.F. Beyer

AN ORDINANCE 30,102 ✓

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. 1588) The rezoning and reclassification of property from "B" Residence District to "D" Apartment District as follows: Lot 16, NCB 8410.

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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,103 ✓

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. 1519) The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lots 5 and 6, Blk. 9, NCB 3936.

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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 30,104 ✓

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