

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

AGREEMENT

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:

Definitions

It is understood that this project shall be constructed as a street and as a Controlled Access Highway as defined by House Bill 179, Acts 55th Legislature, Regular Session. The term "Project" as used in this agreement and hereinabove described as to termin^g shall include grading, pavement, curbs and gutters, sidewalks, bridges, grade separation structures, culverts, storm sewers, sanitary sewers, outfall channels, illumination, pavement striping, traffic control devices, as well as other usual appurtenances common to a normal street project. The term "Main lanes" denotes that portion of the project consisting of the inner pavement lanes designed to serve through traffic. The term "Frontage Streets" denotes the outer streets auxiliary to the Main Lanes, designed to serve abutting property and adjacent areas.

Project Authorization

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

Right of Way

The City will provide without cost to the State and clear of all obstructions and encroachments a right-of-way not less than 300 feet in width, it being understood that additional widths will be required for special conditions such as grade separation structures, intersections, and as required for proper design through rough terrain. The City will not in the future permit encroachments on said right-of-way.

Existing Utilities

For the purpose of this provision the term "utility" shall include publicly, privately and cooperatively owned utilities, except municipally owned sanitary sewer utilities.

The City will provide for the installation, removal or other necessary adjustment of all other utilities and services. Such utilities shall be adjusted in respect to location and type of installation in accordance with the requirements of the State. If upon written request by the State, the City does not promptly carry out this provision of their responsibility and if such delay results in additional expense to the State, such expense will be a direct charge and obligation of the City.

Municipally Owned Sanitary Sewer Utilities

Subject to approval by the Division Engineer of the Federal Bureau of Public Roads, the necessary adjustments, removals or relocation of municipally owned sanitary sewers will be made a part of the State's highway construction contract. The City will prepare or provide for the construction plans, specifications and estimates for this work. Upon completion of the work the City will assume all maintenance responsibilities for the sanitary sewer facilities.

The City agrees to save the State harmless against any and all damages and claims for damages to adjoining, abutting or other property arising out of, incident to or in any way connected with the installation, the construction, the existence, the use and/or maintenance of such sanitary sewers.

Engineering Services

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

Division of Construction Responsibilities

The State will construct grading, bridges and culverts for existing drainage conditions, grade separation structures, pavement and curb and gutter as required for construction of the Controlled Access Highway, including connecting ramps, medians, traffic interchanges and turning lanes. If storm sewers are required the State and City will assume joint financial responsibilities for construction according to the following understanding:

(See Page 66A)

AN ORDINANCE 26,233 ✓

AMENDING SECTION 64-2 OF THE SAN ANTONIO CITY CODE ENTITLED "DEFINITIONS", SUCH SECTION BEING A PART OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO

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

1. Section 64-2 OF the San Antonio City Code entitled "Definitions", such section being a part of the comprehensive zoning ordinance of the City of San Antonio, is hereby amended by adding the following definition:

Child Care Nurseries and Kindergartens - a place where organized care or instruction is imparted to six or more children under the age of seven years.

2. PASSED AND APPROVED this 27th day of March, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,234

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL OF BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDERS

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

1. That the following high bids submitted for purchase of buildings located on City-owned property are hereby accepted, to be moved:

<u>Parcel</u>	<u>Project</u>	<u>High Bidder</u>	<u>Location</u>	<u>Amount of Bid</u>
2327	#87 North	Ted Huth	2403-05 Neer Avenue	\$ 2051.00
2328	"	Ted Huth	2407-09 Neer Avenue	2051.00
2336	"	East Terrell Homes, Inc.	2411-13 Neer Avenue	1835.00
2337	"	Howard Britton and Russell L. Lown	2419-21 Neer Avenue	2080.00
2326,2338	"	East Terrell Homes, Inc.	2415-17 Neer Avenue	2135.00

Buyers shall have sixty (60) days from date hereof to remove the above improvements and clear lots.

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

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

4. All bids submitted for purchase of buildings on the following parcels are hereby rejected:

None

5. PASSED AND APPROVED this 3rd day of April, A. D. 1958.

ATTEST:
J. H. Inselmann
Asst. City Clerk

J. Edwin Kuykendall
Mayor

The State's construction responsibility will be limited to drainage of the right-of-way plus a strip 150 feet wide on each side. The City agrees to assume responsibility for drainage outside of this area. Sewer main and outfall construction costs will be apportioned on the basis of discharge into the main. This will take into account greater discharge from paved areas as well as smaller discharge from more distant areas. The State will pay for all inlets on or adjacent to the Main Lanes and Frontage Streets including their leads to the outfall main. Inlets, leads and laterals which drain areas outside the Main Lanes and Frontage Streets into the outfall main shall be paid for by the City.

It is agreed that existing drainage facilities may be used without cost to the State. Responsibilities for construction of traffic control devices, pavement striping, street illumination, and signs for traffic regulation and information shall be as hereinafter provided.

Pavement Striping

The State will construct and maintain all longitudinal center line, lane line and non-passing barrier stripes on those portions of the project where maintenance of the pavement is the State's responsibility.

Traffic Control Devices

Highway traffic signal installations on frontage streets and at interchanges will be constructed by the State at its expense subject to the condition that each signal installation shall be justified by a traffic and engineering study. The City will pay for the cost of power for operating the signals and will operate and maintain the signals at its sole expense. The City will obtain the approval of the State before making any changes in the design of operation and timing of the signals or before removing any part of a signal installation. Any and all parts of any State installed signal which might be removed shall remain the property of the State and shall be returned to the State unless such part or parts are installed on a route of the State Highway System within the City at a location approved by the State.

It is understood that the installation of future highway traffic signals will be the subject of a future separate agreement outlining the responsibilities of installation and maintenance. For other types of traffic control devices, such as stop and slow signs, parking meters, and other such devices, the type of device, necessity, and points of installation will be fixed by agreement between the City and the State after traffic and engineering studies have been made.

The City will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the project without having obtained in writing the prior approval of the State. Traffic control devices installed prior to the date of this agreement and which will affect or influence the utility of the project are hereby made subject to the terms of this agreement, and the City agrees to the removal of all such devices unless their continued use in place is approved in writing by the State.

Street Illumination System

It is understood that the installation, operation and maintenance of a street illumination system will be a joint responsibility of the City and State, such responsibilities to be determined by a separate agreement.

Future Utilities

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

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

Traffic Regulations and Safety Provisions

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

1. Prohibit all parking on the Main Lanes.
2. Restrict parking on Frontage Streets to parallel parking and to one side of the Frontage Streets only, and further to prohibit parking at specified places in compliance with the provisions of Section 95, Article XII, R.C.S. 670ld, Texas Uniform Act Regulating Traffic on Highways, and at other locations as future traffic and engineering studies may dictate. The City will prohibit all parking on the Frontage Streets between 12:00 midnight and 6:00 A.M. to facilitate sweeping of the streets.

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

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

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

The City will prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction or encroachment within the right-of-way without prior agreement with the State, in conformance with regulations under the Federal-Aid Road Act which require that the rights-of-way provided for Federal-Aid highway projects shall be held inviolate for public highway purposes and no unauthorized signs, posters, billboards, roadside stands or other private installation shall be permitted within the right-of-way limits.

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

Division of Maintenance Responsibilities

1. Pavement and Surface Areas.

The State will maintain all pavements, bases, shoulders, curb and gutter, grade separation structures, median strips, and roadway areas between and adjacent to pavements, such maintenance to be limited transversely to "toe of slope", "top of cut" or "back of frontage street curb" as the case may be. The State will sweep, mow, and otherwise keep clean this defined area. The City at its own expense will be responsible for similar maintenance of all other surface areas, including intersecting and cross streets not on the designated State Highway System and outside the boundaries herein defined for State maintenance.

2. Drainage Facilities.

The State will maintain the drainage facilities within the right-of-way limits. The City will be responsible for all other drainage facilities.

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

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

Future Street and Railroad Crossings

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

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the ____ day of _____, 1958, and the State on the ____ day of _____ 1958.

CITY OF SAN ANTONIO

By _____
City Manager

ATTEST:

City Clerk

THE STATE OF TEXAS

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

By _____
State Highway Engineer

APPROVAL RECOMMENDED:

District Engineer

Chief Engineer of Highway Design

AN ORDINANCE 26,235

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL
OF BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND MAKING
AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDERS

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

1. That the following high bids submitted for purchase of buildings located on City-owned property are hereby accepted, to be wrecked:

<u>Parcel</u>	<u>Project</u>	<u>High Bidder</u>	<u>Location</u>	<u>Amount of Bid</u>
2597	Airport	Tony Pais	Crownhill Road	\$ 40.00
2601	"	Gus Scheler	Crownhill Road	12.50

Buyers shall have thirty (30) days from date hereof to remove the above improvements and clear lots.

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

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

4. All bids submitted for purchase of buildings on the following parcels are hereby rejected:

None.

5. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,236

ACCEPTING A DEED FROM MARGARET ADELE STUBBS
A FEME SOLE, CONVEYING TO THE CITY OF SAN
ANTONIO, AN IRREGULAR PORTION OF THE SOUTH-
WESTERLY PARTS OF LOTS 1A, 2A and 3A, NEW CITY
BLOCK 3957, FOR PROJECT NO. 20 STORM DRAINAGE
AND APPROPRIATING THE SUM OF \$3,000.00 TO PAY
FOR SAME

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

1. That the deed from Margaret Adele Stubbs, a feme sole, 2126 Roosevelt Avenue, which conveys to the City of San Antonio the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being an irregular portion of the Southwesterly parts of Lots 1A, 2A, and 3A, New City Block 3957, containing 10,150⁺ square feet more particularly described in said deed,

be and is hereby accepted.

2. That the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, be and is hereby appropriated out of the Storm Drainage Improvement Bond Fund, Series 1956, Account Number 479-03, payable to the Guaranty Abstract & Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,237 ✓

APPROPRIATING THE SUM OF \$325.00 FOR DEPOSIT WITH
THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE
AWARD IN CONDEMNATION CAUSE NO. 50,882

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

1. That the sum of \$325.00 be and is hereby appropriated out of Storm Drainage Improvement Bond Funds, Series 1956, #479-03, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Charles D. Grieder and wife, Ethel Hull Grieder, said sum being the award of damages to the owners in Condemnation Cause No. 50,882, City of San Antonio vs. Charles D. Grieder et ux, Ethel Hull Grieder, in County Court at Law No. 2 of Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,238 ✓

APPROPRIATING THE SUM OF \$832.50 FOR DEPOSIT WITH
THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS THE
AWARD IN CONDEMNATION CAUSE NO. 50,662

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

1. That the sum of \$832.50 be and is hereby appropriated out of Street Improvement Bond Fund, Series 1956, #479-01, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Sam H. Schaefer and wife, Emma Schaefer, said sum being the award of damages to the owners in Condemnation Cause No. 50,662, City of San Antonio vs. Sam H. Schaefer et ux, Emma Schaefer, in County Court at Law No. 2 of Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,239

ACCEPTING A DEED FROM DOROTHY JONES, CONVEYING TO
THE CITY OF SAN ANTONIO A PORTION OF LOT 5, NEW
CITY BLOCK 10268, FOR THE WIDENING OF NEBRASKA
STREET, AND APPROPRIATING THE SUM OF \$100.00 TO
PAY FOR SAME

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

1. That the deed from Dorothy Jones, 5520 Drane Drive, Dallas, Texas, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A portion of Lot 5, New City Block 10268, in San Antonio, Bexar County, Texas, more specifically described in said deed,

be and is hereby accepted.

2. That the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, Series 1956, Account No. 479-01, payable to the GUARDIAN ABSTRACT & TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,240

APPROPRIATING THE SUM OF \$309.60 TO PAY VARIOUS COSTS INCURRED BY THE CITY IN ACQUIRING CERTAIN PROPERTIES FOR U. S. HIGHWAY #87 NORTH EXPRESSWAY AND FOR SPECIAL PROJECT #29, CAVALIER STREET DRAINAGE PROJECT

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

1. That the sum of \$309.60 be, and the same is hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955, #478-01, Section "A" to pay expenses incurred by the City of San Antonio in acquiring certain properties, as hereinbelow listed, for U. S. Highway #87 North Expressway, and Special Project #29, Cavalier Street Drainage, payable as follows:

(For U. S. Highway #87 North Expressway)

(1) Security Title Company, Inc. 425 East Pecan Street San Antonio, Texas the sum of \$ 63.50

For: Preliminary title work on City parcels 1834, 1835 & 1836 (Condemnation Cause No. 911) \$15.00

Preliminary title work on City Parcel No. 2010 (Condemnation Cause No. 50,558). 15.00

And for Clsoing Costs in re City Parcel 2026, purchased by City from E. J. Dubose 33.50 \$ 63.50

(2) George A. French 1425 Donaldson Ave., San Antonio, Texas the sum of \$ 125.00

For Appraisal services, including 2 days court testimony @ \$50.00 per day \$ 100.00

Pre-trial conferences and appraisal review 25.00 \$ 125.00

In connection with condemnation Cause No. 50,506, City vs. Los Angeles Heights Methodist Church, et al, to acquire City Parcels 2110, 2111 and 2112

Sub Total Carried forward \$ 188.50

(3) Lawrence A. Bertetti 405 International Building San Antonio, Texas, the sum of 40.00

For services rendered as Special Commissinner for 4 days @\$10 per day in Condemnation Cause No. 50,793, City vs. Irene D. Starkey, et al; City Parcels Nos. 1855 thru 1859; 1862 thru 1872; 1874 thru 1886; 1900 thru 1914; 1944 thru 1947; 1948 thru 1951

(4) Walter A. Goodwin 1524 Donaldson Ave., San Antonio, Texas, the sum of 40.00

For: Services rendered as Special Commissioner for 4 days @\$10 per day in Condemnation Cause No. 50,793, City vs. Irene D. Starkey, et al; Parcels as listed in Item (3) above

(5) C. V. Buster Kern, Sheriff, Harris County, Texas Houston, Texas the sum of 3.25

For service of Notice of Hearing on defendant, Ernest Lee Vogt, in Condemnation Cause No. 50,793, City vs. Irene D. Starkey et al, to acquire City Parcels listed in Item (3) hereinabove

(For Special Project No. 29, Cavalier Street Drainage)

(6) Commercial Abstract & Title Company
300 Gunter Building
San Antonio, Texas the sum of \$ 37.85

For: closing costs in acquiring
property for Special Project #29 purchased
by City from Mrs. Arthur H. Stenzel, Sr., to-wit,
Lot 16, Block 21, NCB 3426

TOTAL AUTHORIZED DISBURSEMENTS THIS ORDINANCE \$ 309.60

2. Cost bills are attached hereto in support of the above listed items in line for payment.

3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,241

APPROPRIATING A TOTAL OF \$37,030.48 OUT OF
STREET PAVING PARTICIPATION BOND FUND NO. 479-11
(1957) FOR ENGINEERING SERVICES AND CONTINGENCIES
IN CONNECTION WITH PARTICIPATION PAVING PROJECT
"G"

WHEREAS, the City entered into a contract with Collins Engineering Company in Ordinance No. 26058 dated February 6, 1958 for services in connection with Participation Paving Project "G"; NOW THEREFORE:

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

1. The following sums are hereby appropriated out of Bond Fund No. 479-11 (1957) Series in connection with Participation Paving Project "G":

- A. Payable to Collins Engineering Company
(7%) Engineer Fees \$ 25,921.34
- B. (3%) Contingency Fund 11,109.14
(Based upon estimated cost of \$370,304.80)

2. PASSED AND APPROVED this 3rd day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,242

APPROPRIATING THE SUM OF \$237.25 OUT OF EXPRESSWAY
AND STREET IMPROVEMENT BOND SERIES 1955 - SECTION A,
FUND NO. 478-01, TO PAY TITLE COMPANY CLOSING COSTS
AND CONDEMNATION COMMISSIONERS' FEES, FOR SERVICES
RENDERED IN CONNECTION WITH THE ACQUISITION OF CERTAIN
PROPERTIES FOR THE CITY OF SAN ANTONIO FOR EXPRESSWAY
PURPOSES

1. That the sum of Two Hundred Thirty-seven and 25/100 (\$237.25) Dollars be and is hereby appropriated out of Expressway and Street Improvement Bond Series 1955 - Section "A", Fund No. 478-01, payable to the following Title Companies and Condemnation Commissioners for services rendered in connection with the acquisition of certain properties for U. S. Highway #87 Northwest Expressway, per statements attached:

SECURITY TITLE COMPANY, INC.
425 East Pecan Street
San Antonio, Texas the sum of \$ 54.40
for closing costs, Re: Parcel #2027

ALAMO TITLE COMPANY
201 West Travis Street
San Antonio, Texas the sum of 102.85
for closing costs, Re: Parcels #1783, 1784,
1785, 1786, 1795, 1796, 1797

FLOYD T. SNYDER
250 Belvidere
San Antonio 12, Texas the sum of 40.00
for services as Commissioner, Re: Cause
#50,506, Parcels #2110-11-12, 4 days.

LEHR BROS.
Alamo National Building
San Antonio 5, Texas the sum of 40.00
for services as Commission, Re: Cause
#50506; Parcels #2110-11-12, 4 days

2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,243 ✓ *Be a y Permits*

APPROVING THE LOCATION OF RIGHT-OF-WAY FOR STORM -
DRAINAGE PROJECT NO. 13x, 13-14y, A 1957 GENERAL
IMPROVEMENT BOND PROJECT EXTENDING FROM ARTESIA
ROAD TO NEBRASKA STREET; ESTABLISHING BUILDING LINES
ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY
LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE
ISSUED FOR CERTAIN WORK THEREIN

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

1. That the location of right-of-way for the construction of Storm Drainage Project 13x, 13-14y, providing a concrete-lined channel from Artesia Road to Nebraska Street and underground conduits on Spriggsdale Street between Nebraska and Commerce Streets and on Ferris Street, requiring portions of the following New City Blocks, located within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

New City Blocks: 10150, 10154, 10242, 10257, 10258, 10263, 10264, 10265, 10277, 10278, 10299, 10309

and said right-of-way location being more particularly shown on a map attached hereto and incorporated herein by reference, be and is hereby approved.

2. That the cost of this project is to be charged to Account No. 479-13, Storm Drainage Improvement Bond Fund, Series 1957.

3. That the outer boundaries of the approved right-of-way for the proposed Storm Drainage Project 13x, 13-14y, are here and now 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 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.

4. That the Department of Housing and Inspections and the Department of Planning are hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for Storm Drainage Project 13x, 13-14y, from Artesia Road to Nebraska Street; 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.

5. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,244

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND IRVING S. SELIGMANN FOR ENGINEERING SERVICES ON
CERTAIN STREET IMPROVEMENTS

Same as Ordinance No. 25,820 dated December 5, 1957 and recorded in Ordinance Book FF Page 226, except for paragraph 1 and portion of Section III A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated Street improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

JONES-MALTZBERGER ROAD, from Loop 13 to Tuxedo Avenue.

Section III.

A. Fee Schedule

The schedule used for payment of services shall be used on classification "A" above.

AN ORDINANCE 26,245

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS HIGHWAY DEPARTMENT FOR RELOCATION OF CITY OWNED SEWER FACILITIES ON INTERSTATE HIGHWAY NUMBER 10, FROM WOODLAWN AVENUE TO OLMOS DRIVE

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

- 1. The City Manager is authorized to execute an agreement with the Texas Highway Department for relocation of City-owned sewer facilities on Interstate Highway No. 10, from Woodlawn Avenue to Olmos Drive.
- 2. A copy of such agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

(See Page 78-A for Agreement)

AN ORDINANCE 26,246

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SEAL-PRESS INCORPORATED TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS-GARBAGE DIVISION WITH FIVE REFUSE COLLECTION UNITS FOR A TOTAL OF \$13,107.50

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

- 1. The attached qualified bid of Seal-Press Incorporated, dated April 1, 1958, to furnish the City of San Antonio Department of Public Works, Garbage Division with five refuse collection units, Seal-Press, Current 1958-16 Model for a total of \$13,107.50 net, be, and the same is hereby accepted.
- 2. The low qualified bid of Seal-Press Incorporated is attached and made a part hereof.
- 3. Payment is to be made from 1-01 General Fund, Department of Public Works, Account No. 09-05-01.
- 4. All other bids received are hereby rejected.
- 5. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,247

ACCEPTING THE PROPOSAL OF IRVING S. SELIGMANN
FOR THE DRILLING OF TEST HOLES ALONG THE CENTER
LINE OF THE OUTFALL LINE FROM THE SEWAGE TREATMENT
PLANT TO MITCHELL LAKE, AND MAKING A CONTRACT

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

1. The proposal of Irving S. Seligmann for the drilling of test holes along the center line of the outfall line from the sewage treatment plant to Mitchell Lake, a copy of which is attached hereto and made a part hereof, is hereby accepted.

2. Upon full performance of such proposed professional work, there shall be due and owing the sum of \$1,020.00 to said Irving S. Seligmann from the City of San Antonio, plus the sum of \$12.50 per hour for drilling rock, if any; the total sum owing for the drilling of rock not to exceed \$480.00, for the entire job, regardless of the amount of rock it proves necessary to drill to complete said job.

3. Any assignment or subcontract of the work, or any part thereof, contemplated in such proposal shall operate as a forfeiture of any and all rights of said Irving S. Seligmann under this contract, and shall vest no rights in the assignee or subcontractor as against the City of San Antonio.

4. PASSED AND APPROVED this 3rd day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

A RESOLUTION

ACCEPTING APPROXIMATELY \$17,000.00 IN CASH AND ALL
OTHER PROPERTIES AND ASSETS FROM BEXAR COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT NO. 5; PROVIDING THAT
SUCH FUNDS SHALL ONLY BE USED FOR THE RETIREMENT OF
THE OUTSTANDING BONDED INDEBTEDNESS INCURRED BY SAID
DISTRICT; AND PROVIDING THAT THE CITY SHALL PERFORM ALL
FUNCTIONS AND SERVICES OF SAID DISTRICT

WHEREAS, Chapter 128, Acts of the 55th Legislature, Regular Session, 1957, codified as Article 1182-1, Vernon's Annotated Civil Statutes, provides in effect that Bexar County Water Control & Improvement District No. 5 shall be abolished and that the City shall take over and assume the debts of the District; and

WHEREAS, the Board of Directors of Bexar County Water Control and Improvement District No. 5 has passed a resolution stating that they will turn over and deliver to the City all its properties and assets of every kind upon the passage of this resolution; NOW, THEREFORE:

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

1. The City of San Antonio hereby accepts approximately \$17,000.00 in cash and all other properties and assets of every kind from Bexar County Water Control & Improvement District No. 5.

2. The aforementioned funds accepted by the City shall be used only for the retirement of the outstanding bonded indebtedness incurred by the Bexar County Water Control & Improvement District No. 5.

3. Pursuant to Section 2, Acts of the 55th Legislature, Regular Session, 1957, codified as Article 1182c-1, as amended Vernon's Annotated Civil Statutes, the City hereby assumes all debts legally incurred by the Bexar County Water Control & Improvement District No. 5 and shall perform all functions and services of said District.

4. PASSED AND APPROVED this 3rd day of April A. D. 1958.

ATTEST:
J. Frank Gallagher
City Clerk

J. Edwin Kuykendall
Mayor

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO REQUEST THE
STATE HIGHWAY DEPARTMENT TO CHANGE SIGNS
AT THE CITY'S BOUNDARIES SHOWING POPULATION
ESTIMATES

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

1. The City Manager is hereby authorized to request the State Highway Department to change signs erected at the City's boundaries showing the estimated population within the City of San Antonio. The estimates population within the boundaries of the City of San Antonio is 555,000 persons.

2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,248

ACCEPTING THE PROPOSAL OF WILBUR SMITH FOR
CONSULTANT SERVICES FOR SURVEYING THE
OPERATION OF THE DOWNTOWN SIGNAL SYSTEM

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

1. A proposal of Wilbur Smith & Associates, made by Wilbur S. Smith by letter dated March 28, 1958, for consultant services for the surveying of the present operations of the downtown signal system in San Antonio is accepted. A copy of such proposal is attached hereto and made a part hereof; such proposal shall constitute the terms of a contract between the City of San Antonio and Wilbur Smith & Associates.

2. The sum of \$3,500.00 is authorized to be paid to Wilbur Smith & Associates, in accordance with the schedule of fees contained in such proposal.

3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

Mr. Lynn H. Andrews
City Manager
City Hall
San Antonio, Texas

Dear Mr. Andrews:

We are pleased to submit herewith in accord with your request, a proposal for surveying the present operations of the downtown signal system in San Antonio.

We would survey and evaluate present operations and offer constructive recommendations which become apparent from the field observations and studies. Traffic volumes and physical conditions would be related to the present operations and proposed changes. A report of findings and recommendations would be prepared.

It is our understanding that the City Traffic Engineer would furnish us with basic information on physical conditions, traffic volume and operating characteristics and detailed signal plans.

We would plan to have one of our principal engineers spend a week in San Antonio reviewing present operations. In addition, I would want to make a trip to San Antonio to personally look over the system and operations.

We would undertake the work under our established schedule of per diem fees. It is as follows:

	Per Day Away	In Our Offices
Wilbur S. Smith - Personal Services	\$ 150.00	\$ 15.00 per hr.
Principal Engineers	100.00	10.00 per hr.
Assistant Engineers	75.00	8.00 per hr.
Draftsmen		5.00 per hr.
Enumerators and Clerical		3.50 per hr.
Stenographic		3.90 per hr.

Travel, reproduction, telephone, supplies, and miscellaneous to be billed at actual cost to us, plus 10%.

We will, of course, make every effort to keep the cost of the studies at a minimum and we will also reduce the travel and other expenses wherever possible. We believe that, unless you desire an elaborate report and unless you feel that more travel will be required than we now estimate, the cost of our services would be approximately \$3500.00; they should not exceed \$5,000.00. Throughout our study we will work in close cooperation with your offices and will endeavor to keep expenses as low as possible. We will only bill the City for the actual work performed.

We will want to confer with the Automatic Signal Corporation concerning the job and problems.

We would give the job our early attention and believe we could initiate the studies within ten days from your formal authorization to proceed. We would plan to review the materials sent us by your City Traffic Engineer prior to our trip to San Antonio.

We look forward to having the pleasure of being associated with you in this interesting project.

Respectfully submitted,

/s/ Wilbur S. Smith

AN ORDINANCE 26,249

REPEALING ORDINANCE NO. 26,229 "AUTHORIZING DULY APPOINTED SUBSTITUTE JUDGES OF THE CORPORATION COURTS TO SIT AS JUDGES OF SAID COURTS ON SATURDAY MORNINGS FROM 8:00 O'CLOCK A.M. UNTIL 12:00 O'CLOCK NOON AT THE RATE OF TWENTY DOLLARS," PASSED AND APPROVED MARCH 27, 1958 ✓

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

1. Ordinance No. 26,229, "Authorizing duly appointed substitute judges of Corporation Courts to sit as Judges of said courts on Saturday mornings from 8:00 o'clock A.M. until 12:00 o'clock Noon at the rate of twenty dollars," passed and approved March 27, 1958 is hereby repealed.

2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,250 ✓

ADOPTING A CONTRACT BETWEEN THE CITY AND W. R. THOMAS, CONCESSIONAIRE, FOR THE OPERATION OF A SNACK BAR AND GROCERY IN BUILDING NUMBER 474 AT STINSON HOMES HOUSING PROJECT

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City" and W. R. Thomas, hereinafter called "Concessionaire" in words and figures as follows, to-wit:

WITNESSETH:

1. The City hereby grants Concessionaire the privilege of operating the Snack Bar and Grocery in Building No. 474 of the Stinson Homes Housing Project. Said privilege is granted for a period of three years, beginning on the 1st day of April, 1958, and terminating on the 31st day of March, 1961, with the provision that, upon such terms as both parties may agree during the month of February 1961, the privilege of operating this concession may be extended for a period of two years.

2. In consideration for the above mentioned privilege, Concessionaire agrees to pay monthly the sum of \$100.00 for the period of this contract. This total sum of \$100 per month includes an average charge of \$35.00 per month for gas, electricity and water utilized in the exercise of the privilege granted herein. The first monthly payment shall be made by Concessionaire on the execution date of this contract. Succeeding payments shall be made on the 5th day of every month to the Tax Assessor and Collector of the City of San Antonio.

3. The City agrees to permit the Concessionaire the exclusive sale of: ice cream, soft drinks, candy, confections, cigars, cigarettes, tobacco, lunches, sandwiches, peanuts, popcorn, and similar type items. Groceries of a type desired by the occupants of Stinson Homes may be sold. No alcoholic beverages may be sold on, or near, the premises. However, beer may be sold on a strict "Carry Out" basis. In addition, Concessionaire shall have the right to place vending machines in Building 474, as are approved by the Director of Parks and Recreation.

4. The Concessionaire shall have the right, subject to the approval of the Director of Parks and Recreation, and without cost to the City, to make minor modifications and improvements to the interior of Building 474. This building will, at all times, be cleaned in such a manner as to pass all Health Department regulations. Maintenance of the building proper will be accomplished by the City as it deems warranted.

5. Concessionaire will furnish all equipment such as stoves, refrigerators, shelves, display cases and other necessary equipment to operate the concession in an efficient manner. Such equipment must be on an inventory list, which will be furnished the Director of Parks and Recreation in duplicate. Such equipment shall be the property of the concessionaire and may be removed by him upon notification, to the Director of Parks and Recreation, in writing. All equipment to be so furnished and installed shall be modern in design, safe and pass all Health Ordinances of the City of San Antonio. All equipment must be in such quantity as to satisfy the demands of the concession.

6. In operation of the concession herein described, the Concessionaire shall, subject to all specific provisions hereof, operate the same subject to such specifications, directions and regulations as may from time to time be put into effect by the Director of Parks and Recreation. If, in any instance, concessionaire is dissatisfied with any order, direction or decision on the part of the Director of Parks and Recreation, an appeal therefrom may be made to the City Manager, in writing, and the City Manager's decision shall be final.

7. The City agrees to provide utilities services that are available in the area. It is expressly the concessionaire's responsibility and duty to keep the area in the vicinity of Building No. 474 clean of trash and debris and maintain the racks provided therefore in a neat and clean manner. The concessionaire will provide suitable receptacles as required for good sanitation.

8. Prices charged for merchandise of any articles sold shall at all times be reasonable and not exorbitant and must be comparable to prices charged for the same articles at similar places in the City. If it is the opinion of the Director of Parks and Recreation that Prices charged by the concessionaire are unreasonable for any item or items, then he may order prices reduced. If the concessionaire is dissatisfied with the decision, an appeal may be made to the City Manager in writing. The City Manager's decision shall be final.

9. The concession shall be maintained in a clean and orderly manner. Employees of the concessionaire shall be appropriately attired, clean, and operate the concession in a business-like manner. No indecent, vulgar or obscene pictures shall be exhibited, sold or given away; no games of chance, gambling, lottery, punchboards or slot machines shall be permitted, and all city ordinances and State laws shall be rigidly enforced.

10. The Concessionaire shall not have the right to sub-let to any person any part of the concession privilege herein listed, without the written authority from the Director of Parks and Recreation.

11. The City reserves the right to cancel all rights and privileges granted herein for failure to operate the concession herein according to rules and regulations governing same, such as disorderly conduct, etc., of which failure the City shall be the sole judge and the City shall not be liable for any damages on account of cancellation. In addition, failure of concessionaire to pay monthly rentals agreed in paragraph No. 3 of this contract by the 5th day of each month this agreement is in force, shall be grounds for cancellation on the part of the City of the concession privilege herein granted.

12. If the Concessionaire holds over after the termination of this permit for any reason whatsoever, he will become a tenant at sufferance and will be charged \$150.00 per week or part thereof of holdover.

13. While the City of San Antonio contemplates the operation of the Stinson Homes Project for a period longer than the life of this contract, if for any reason whatsoever the housing project ceases to function as such, the rights and privileges contained herein shall be automatically cancelled as of that time.

14. The Concessionaire 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 operation specified herein and shall furnish the City a public liability insurance policy, a copy of which shall be furnished, or evidence thereof, with the City Clerk.

- (a) It shall name the City as co-insured.
- (b) The limits of liability shall be \$5,000.00 per person and \$10,000 per accident in case of bodily injuries and a minimum limit of \$5,000.00 in case of property damage.

15. The foregoing instrument in writing constitutes the entire agreement for this contract, there being no other written or parole agreement with any officer or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

16. PASSED AND APPROVED this 3rd day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J..H. Inselmann
Asst. City Clerk

17. ACCEPTED by the undersigned in all things this ____ day of _____ 1958.

W. R. THOMAS
CONCESSIONAIRE

AN ORDINANCE 26,251 ✓

EXTENDING THE INJURY LEAVE OF MARION DUGOSH,
FIRE LIEUTENANT FOR A FINAL PERIOD OF SIXTY DAYS
THROUGH MAY 9, 1958

WHEREAS, Marion Dugosh, Fire Lieutenant, in the City Fire Department suffered injuries in the performance of his duties in said Department, which injuries will require an extended convalescence, NOW THEREFORE:

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

1. The injury leave with full pay accruing to Marion Dugosh, a Fire Lieutenant in the City Fire Department, which expired on March 9, 1958, is hereby extended for a final sixty day period to and including May 9, 1958.
2. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,252 ✓ *Police + Fire Dept*

AUTHORIZING PAYMENT OF BACK PAY, LONGEVITY
AND INTEREST AWARDED CERTAIN EMPLOYEES BY
FINAL JUDGMENT

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

1. The Director of Finance is authorized to pay the sums awarded certain city employees in final judgments in Bexar County District Court Cause No. F-103,115 and Cause No. 103,119.
2. Such sums, in addition to those set out in Section 1, are authorized to be paid to such employees as may be necessary to bring the total pay of such employees for the period from the date of the judgments to March 15, 1958, up to the amount required by law.
3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,253 ✓

AMENDING SECTION 60-75 OF THE CITY CODE "STREETS
WHERE PARKING PROHIBITED AT CERTAIN PERIODS" BY
ADDING THERETO A PORTION OF NUEVA STREET

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

1. Section 60-75 of the City Code, "Streets where Parking Prohibited at Certain Periods" is hereby amended to include the following street where parking will be prohibited:

<u>Street</u>	<u>Side(s)</u>	<u>Extent</u>	<u>Hours when parking prohibited</u>
Nueva	Both	From South Flores to South Alamo	7:00 - 9:00 A.M. 4:00 - 6:00 P.M.

2. All other provisions of Section 60-75 are to remain in full force and effect.
3. PASSED AND APPROVED this 3rd day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,254 ✓

REPEALING ORDINANCE NO. 19,853, PASSED AND
APPROVED ON DECEMBER 24, 1953

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

1. Ordinance No. 19,853, passed and approved on December 24, 1953, creating and establishing Improvement District A within the limits and boundaries of the City of San Antonio and defining and fixing the limits thereof, is hereby repealed.

2. PASSED AND APPROVED this 3rd day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,255

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 RE-ZONING 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. 937:

The re-zoning and re-classification of property from "B" RESIDENCE DISTRICT To "JJ" COMMERCIAL DISTRICT, as follows:

Lot 6, NCB 12574

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 10th day of April A. D. 1958.

Jose
Dr. San Martin
Acting Mayor

ATTEST:

J. Frank Gallagher
City Clerk

Part of Ordinance No. 26,245 recorded on Page 72.

TEXAS HIGHWAY DEPARTMENT
MUNICIPAL SANITARY SEWER AGREEMENT

COUNTY - Bexar

Project - I-112 (5)

HIGHWAY - I.H. 10

FIRST PARTY: State of Texas, acting by and through the Texas Highway Department, hereinafter called the State.

SECOND PARTY: City of San Antonio hereinafter called the OWNER, acting by and through its duly authorized representative, under and by virtue of authority shown in Exhibit "A" attached hereto and made a part hereof.

WHEREAS the STATE has deemed it necessary to make certain highway improvements on the Interstate Highway System as designated by the State and approved by the Secretary of Commerce generally described as follows: County Bexar, Highway I.H. 10, located from Woodlawn Avenue to Olmos Drive in northwest San Antonio; and

WHEREAS the State will participate in the costs of adjusting certain sanitary sewer facilities to the extent as may be eligible for State participation as determined by State Laws and State Highway Commission Policies, and which costs are eligible for Federal participation, and

WHEREAS the State will request Federal participation in payment of the costs incurred in the adjusting of OWNER'S sanitary sewer facilities under the provisions of Policy and Procedure Memorandum 30-4, issued by the U. S. Department of Commerce Bureau of Public Roads on December 31, 1957, and amendments thereto; and

WHEREAS, this proposed highway improvement will necessitate the adjustment of certain sanitary sewer facilities of OWNER as indicated in the following statement of work;

A revision of the existing sanitary sewer system of mains, laterals, and manholes will be necessary to allow the proposed right-of-way area to be clear of obstructions to channel relocation, roadway construction and storm sewer construction, such work being shown in detail in the OWNER'S preliminary plans, specifications and cost estimate attached hereto and made a part hereof; and

WHEREAS the adjustment will cover a major and independent segment of OWNER'S system, and

WHEREAS the owner is not adequately staffed or equipped to perform the work with its own forces; and

WHEREAS in the best interest of both the STATE and the OWNER, the OWNER requests the STATE to include the plans and specifications for this work in the general contract for construction of I.H. 10 in this area, so that the sanitary sewer work can be coordinated with the other construction operations; and

WHEREAS, the construction contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed; and

WHEREAS, the STATE desires to implement the adjustment of OWNER'S sanitary sewer facilities by entering into an agreement with said OWNER as soon as possible;

NOW THEREFORE BE IT AGREED:

The costs of adjusting OWNER'S facilities under this agreement will be derived from the accumulated total of sanitary sewer items as set forth in the general construction contract plus the indirect costs of engineering and supervision.

If the sanitary sewer facilities covered by this agreement are located on their own right of way acquired for sanitary sewer purposes, the owner will grant to the State such rights of property interest deemed necessary for operation of the State's Highway facility.

In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the STATE and the Federal Bureau of Public Roads.

The proportionate share of the eligible costs of this adjustment to be borne by each party to this agreement will be as follows: STATE 100%, OWNER 0%.

It is expressly understood that this agreement is subject to cancellation by the STATE at any time up to the date work under this agreement has been authorized and that such cancellation will not create any liability on the part of the STATE.

The OWNER by execution of this agreement does not waive any of the rights which OWNER may legally have within the limits of the laws of this State.

CITY OF SAN ANTONIO, TEXAS

By: City Manager

RECOMMENDED FOR APPROVAL

F. M. Davis
District Engineer

Right of Way Engineer

ATTEST:

City Clerk

AN ORDINANCE 26,256

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 RE-ZONING 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. 939

The rezoning and re-classification of property from "F" LOCAL RETAIL DISTRICT to "JJ" COMMERCIAL DISTRICT, as follows:

Lot 3, NCB 9199

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 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 26,257

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 RE-ZONING 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. 946)

The re-zoning and re-classification of property from "C" RESIDENCE DISTRICT to "E" APARTMENT DISTRICT, as follows:

Lots 8, 9, and 10, NCB 1349

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 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:

AN ORDINANCE 26,258

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF BURROUGHS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT WITH ONE MICRO-FILM RECORDER FOR A TOTAL OF \$1936.00

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

1. The attached low qualified bid of Burroughs Corporation dated April 3, 1958 to furnish the City of San Antonio Finance Department (Property Records) with one Bell and Howell Microfilm Recorder for a total of \$1,936.00 (net) be, and the same is hereby accepted.
2. The low qualified bid of Burroughs Corporation is attached hereto and made a part hereof.
3. Payment is to be made from 1-01 General Fund, Department of Finance - Account No. 06-02-03.
4. All other bids are hereby rejected.
5. PASSED AND APPROVED this 10th day of April, A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,259

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF COMMANCHE STEEL PRODUCTS COMPANY AND SAN ANTONIO MACHINE & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN ITEMS OF PIPE AND FITTINGS FOR A TOTAL OF \$1452.84

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

1. The attached low qualified bids of Comanche Steel Products Company and the San Antonio Machine & Supply Company, dated April 2, 1958, to furnish the City of San Antonio Department of Parks and Recreation with certain items of galvanized pipe and fittings in the amount of \$1,452.84 be and the same is hereby accepted as follows:

Comanche Steel Products Co.
305 W. Josephine Street

26 lengths - 21 ft. each galv. pipe \$1,290.83

(less 2%-10 days and delivery to be made on April 11, 1958)

San Antonio Machine & Supply Co.
325 N. Center St.

(Items #3 thru #9 various fittings 162.01
less 2%-10 - delivery 10 days

1,452.84

2. The low qualified bids are attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-02-01.
4. All other bids received are hereby rejected.
5. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,260

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GOLDTHWAITE'S TEXAS TORO CO. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN ITEMS OF FERTILIZER FOR A TOTAL OF \$3,839.20

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

1. The attached low qualified bid of Goldthwaite's Texas Toro Company, dated April 1, 1958 to furnish the City of San Antonio Department of Parks and Recreation with certain items of fertilizer for a total of \$3,839.20 (net) be, and the same is hereby accepted.

2. The low qualified bid of Goldthwaite's Texas Toro Company is attached hereto and made a part thereof.

3. Payment is to be made as follows:

<u>Account</u>	<u>Fund</u>	<u>Amount</u>
11-03-02	1-01	2,548.00
20-01-01	2-01	1,291.20
		\$ 3,839.20

4. All other bids received are hereby rejected.

5. PASSED AND APPROVED this 10th day of April, A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,261

ACCEPTING A DEED FROM BELMA LEE GAINES, A FEME SOLE, CONVEYING TO THE CITY OF SAN ANTONIO THE WEST 16.6 FEET OF LOT 5, BLOCK 3, NEW CITY BLOCK 6037, FOR STORM DRAINAGE PROJECT #20, AND APPROPRIATING THE SUM OF \$175.00 TO PAY FOR SAME

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

1. That the deed from Belma Lee Gaines, a feme sole, 119 Monroe, San Antonio, Texas, conveying to the City of San Antonio the following described property, for Storm Drainage Project No. 20:

The West 16.6 feet of Lot 5, Block 3, New City Block 6037, Avondale Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 368, Page 6, of the Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of ONE HUNDRED SEVENTY-FIVE AND No/100 (\$175.00) Dollars be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to Guaranty Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,262

ACCEPTING A DEED FROM ROY J. RICHARDSON AND WIFE, GRACE RICHARDSON, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OF THE WEST END OF LOT 9, NEW CITY BLOCK 6037, FOR #20 STORM DRAINAGE PROJECT, AND APPROPRIATING THE SUM OF \$75.00 TO PAY FOR SAME

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

1. That the deed from Roy J. Richardson and wife, Grace Richardson, 338 Dunning, San Antonio, Texas, conveying to the City of San Antonio the following described property, for Storm Drainage Project #20.

A trapezoidal portion of the west end of Lot 9, New City Block 6037, City of San Antonio, Bexar County, Texas, more particularly described as being 27.9 feet wide on the South end and 22.1 feet on the North end,

be and is hereby accepted.

2. That the sum of SEVENTY-FIVE and No/100 (\$75.00) Dollars be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03 payable to Guaranty Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,263

ACCEPTING A DEED FROM LINO GUELLAR AND WIFE, FRANCISCAN CUELLAR, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OF THE WEST END OF LOT 11, NEW CITY BLOCK 6037, FOR STORM DRAINAGE PROJECT NO. 20, AND APPROPRIATING THE SUM OF \$120.00 TO PAY FOR SAME

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

1. That the Deed from Lino Cuellar and wife, Francisca Cuellar, 143 Monroe, San Antonio, Texas, conveying to the City of San Antonio the following described property, for Storm Drainage Project #20:

A trapezoidal portion of the West end of Lot 11, New City Block 6037, City of San Antonio, Bexar County, Texas, more particularly described as being 35.0 feet wide on the South end and 32.2 feet on the North end,

be and is hereby accepted.

2. That the sum of ONE HUNDRED TWENTY AND NO/100 (\$120.00) DOLLARS be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to Guaranty Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,264

ACCEPTING A DEED FROM MAX KOWSKY AND WIFE, HAZEL B. KOWSKY, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OF THE WEST END OF LOT 13, NEW CITY BLOCK 6037, FOR PROJECT NO. 20 STORM DRAINAGE, AND APPROPRIATING THE SUM OF \$75.00 TO PAY FOR SAME

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

1. That the deed from Max Kowsky and wife, Hazel B. Kowsky, 809 McCullough Avenue, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a portion of the West end of Lot 13, New City Block 6037, containing 1,931 $\frac{1}{2}$ square feet more particularly described in said deed,

be and is hereby accepted.

2. That the sum of SEVENTY-FIVE AND NO/100 (\$75.00) DOLLARS, be and is hereby appropriated out of the Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to the Guaranty Abstract & Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,265

ACCEPTING A DEED FROM FRANK J. ROUNDS AND WIFE, ANNA M. ROUNDS, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OFF THE WEST END OF LOT 7, BLOCK 3, NEW CITY BLOCK 6037, FOR STORM DRAINAGE PROJECT #20, AND APPROPRIATING THE SUM OF \$75.00 TO PAY FOR SAME

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

1. That the deed from Frank J. Rounds and wife, Anna M. Rounds, 127 Monroe San Antonio, Texas, conveying to the City of San Antonio the following described property, for Storm Drainage Project #20:

A trapezoidal portion off the West end of Lot 7, Block 3, New City Block 6037, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, more particularly described as being 18.0 feet wide on the South end and 16.6 feet wide on the North end,

be and is hereby accepted.

2. That the sum of Seventy-five and No/100 (\$75.00) Dollars be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to Guaranty Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,266

ACCEPTING A DEED FROM WILLIAM CHRISTOPH AND WIFE, GERTRUDE CHRISTOPH, CONVEYING TO THE CITY OF SAN ANTONIO LOTS 7 AND 8, BLOCK 28, NEW CITY BLOCK 3583 FOR STORM DRAINAGE PROJECT #20, AND APPROPRIATING THE SUM OF \$100.00 TO PAY FOR SAME

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

1. That the Deed from William Christoph and wife, Gertrude Christoph, 322 McMullen Street, San Antonio, Texas, conveying to the City of San Antonio the following described property, for Storm Drainage Project #20:

Lots 7 and 8, Block 28, New City Block 3583, Riverside Park Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 105, Page 207 of the Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03 payable to Guaranty Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,267 ✓

APPROPRIATING THE SUM OF \$13,330.00 FOR DEPOSIT
WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS
THE AWARD IN CONDEMNATION CAUSE NO. 50,860

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

1. That the sum of \$13,330.00 be and is hereby appropriated out of Street Improvement Bond Fund, Series 1956 #479-01, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Emma Leight Ansley, and other defendants, according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause No. 50,860 City of San Antonio vs. Emma Leight Ansley in County Court at Law No. 3 of Bexar County, Texas.

2. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,268 ✓

APPROVING THE LOCATION OF RIGHT-OF-WAY FOR STORM DRAINAGE
PROJECT 58B, A 1957 GENERAL IMPROVEMENT BOND PROJECT,
EXTENDING FROM QUILL DRIVE SOUTH TO CULEBRA ROAD; ES-
TABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF
SUCH RIGHT-OF-WAY LOCATION; AND DIRECTING THAT BUILDING
PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN

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

1. That the location of the right-of-way for construction of Storm Drainage Project 58B, providing an underground conduit between Bangor Avenue, at 36th Street, and Woodlawn Avenue and a concrete lined channel between Woodlawn Avenue and Quill Drive, requiring portions of the following New City Blocks, located within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

New City Blocks: 9292, 9652, 9653, 10132, 10134, 11522, 10135, 11515, 11520,
11523, 11527, 9523, 9649, 9650, 9651

and said right-of-way location being more particularly shown on a map attached hereto and incorporated herein by reference, be and is hereby approved. Said right-of-way extends fifty (50) feet on each side of the center line shown on said attached map; such right-of-way being one hundred (100) feet wide over all.

2. That the cost of this project is to be charged to Account No. 479-13, Storm Drainage Improvement Bond Fund, Series 1957.

3. That the outer boundaries of the approved right-of-way for the proposed Storm Drainage Project 58B are here and now 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 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.

4. That the Department of Housing and Inspections and the Department of Planning are hereby directed to refuse any building permits for the erection of any structure with and upon the proposed right-of-way herein established for Storm Drainage Project 58B, 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 repairs 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.

5. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,269 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF SAM MARTIN

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

1. That the petition of Sam Martin, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:

2. That the permit hereby granted is tempoary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 505 Canterbury , Lot 9, Block 37, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consdieration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City Sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,270 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF JOHN R. SHAW, ET UX

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

" 1. That the petition of John R. Shaw et ux, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Canterbury Hill, Lot 11, Block 19, Terrell Hills, Bexar County, Texas, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the city sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises.

The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,271 ✓

AN ORDINANCE GRANTING PERMISSION TO GIBBS MACDANIEL
AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION
OUTSIDE OF THE CITY LIMITS

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

1. That the petition of Gibbs Macdaniel, for a license to use the city sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 618 Terrell Rd., Lot 2-J Block 5093, Terrell Hills, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,272 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF O. P. SCHNABEL

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

1. That the petition of O. P. Schnabel, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the CITY OF SAN ANTONIO.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 113 Zilla, Lot 26 and 27, Block 7335, Olmos Park Estates and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers; for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting MayorATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,273 ✓

APPROPRIATING THE SUM OF \$109,466.00 FOR DEPOSIT
WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS
THE AWARD IN CONDEMNATION CAUSE NO. 911 IN THE
COUNTY COURT OF BEXAR COUNTY, TEXAS

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

1. That the sum of \$109,466.00 be and is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, Fund No. 479-12, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Jack Morris and wife, Irene Morris, and other defendants according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause No. 911, City of San Antonio vs. Jack Morris, et al, in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 10th day of April, A. D. 1958.

Dr. Jose San Martin
Acting MayorATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,274 ✓

APPROPRIATING THE SUM OF \$57,512.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION CAUSE NO. 50,506

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

1. That the sum of \$57,512.00 be and is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957 Fund No. 479-12, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of the Trustees of the Los Angeles Heights Methodist Church, and other defendants, according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause No. 50,506, City of San Antonio vs. Los Angeles Heights Methodist Church; W. W. Few, Chairman Official Board of Los Angeles Heights Methodist Church, et al, in County Court at Law No. 1, of Bexar County, Texas.

2. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,275

AUTHORIZING AND DIRECTING THE CITY MANAGER TO DECLARE A CERTAIN CONTRACT BREACHED, AND DIRECTING DISPOSAL AS LIQUIDATED DAMAGES OF CASH DEPOSIT AND BOND, AND ORDERING THE REMOVAL OF THE IMPROVEMENTS FROM RIGHT-OF-WAY FOR PROJECT #13 STORM DRAINAGE

WHEREAS, improvements on the right-of-way for Project #13 Storm Drainage, have been sold on bid and the bidder has been required to put up a deposit or bond with the City Clerk for the removal of said improvements, plus \$100.00 deposit for clearing the land; and

WHEREAS, certain buyer is delinquent in her obligations to the City under such purchase agreement having failed to remove said improvements and clear said land within the time allotted from the date of purchase; and

WHEREAS, notice in writing has been given to such purchaser that she has failed to comply with her obligations under said purchase agreement and demanding compliance therewith;

NOW THEREFORE:

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

1. That if the provisions of the contract between the City of San Antonio and the purchaser listed below, relating to the respective parcel listed below, are not fully complied with by the 17th day of April, 1958, the City Manager is hereby authorized and directed to declare such contract breached and to direct that cash deposit and bond, or both, as the case may be, which is on deposit with the City Clerk of the City of San Antonio, be taken as liquidated damages:

<u>Purchaser</u>	<u>Parcel No.</u>	<u>Location</u>
Kay Breen	3195	1547 Paso Hondo Street

2. That the City Manager is hereby directed through the appropriate City Departments, or by contract with private firms to secure property on right-of-way listed hereinabove, and the City Manager is hereby authorized to sell the improvements in the case of any contract declared breached.

3. That any funds accepted as liquidated damages hereunder shall be credited to the Bond Fund from which such parcel of property was purchased.

4. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,276

APPROPRIATING \$29,934.37 OUT OF STREET PAVING PARTICIPATION BOND FUND NO. 479-11 (SERIES 1957) FOR ENGINEERING SERVICES AND CONTINGENCIES IN CONNECTION WITH PARTICIPATION PROJECT "F"

WHEREAS, the City entered into a contract with Walter E. Haggard for engineering services in connection with Participation Paving Project "F" in ordinance #25895 dated December 23, 1957, NOW THEREFORE:

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

1. The following sums are hereby appropriated out of Street Paving Participation Bond Fund No. 479-11 (Series 1957)

- A. Payable to WALTER E. HAGGARD E.
(7%) Engineering Fees \$20,954.06
- B. (3%) Contingency Fund 8,980.31
\$ 29,934.37

(Based upon estimated cost of \$299,343.75)

2. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,277

ACCEPTING THE PROPOSAL OF IRVING S. SELIGMANN FOR THE DRILLING OF TEST HOLES ALONG THE CENTER LINE OF THE OUTFALL LINE FROM THE SEWAGE TREATMENT PLANT TO MITCHELL LAKE, AND MAKING A CONTRACT

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

1. The proposal of Irving S. Seligmann for the drilling of test holes along the center line of the outfall line from the sewage treatment plant to Mitchell Lake, a copy of which is attached hereto and made a part hereof, is hereby accepted.

2. Upon full performance of such proposed professional work, there shall be due and owing the sum of \$1020.00 to said Irving S. Seligmann from the City of San Antonio, plus the sum of \$12.50 per hour for drilling rock, if any; the total sum owing for the drilling of rock not to exceed \$480.00 for the entire job, regardless of the amount of rock it proves necessary to drill to complete the job.

3. All ordinances, or parts of ordinances in conflict herewith are hereby repealed.

4. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,278

GRANTING PERMISSION, IN ACCORDANCE WITH SECTION 41-6, CITY CODE, TO MR. AND MRS. FRANK M. KIRBY TO ERECT AN EIGHT FOOT (8') REDWOOD FENCE AT THE REAR OF THEIR PROPERTY LOCATED AT 251 WYANOKE STREET

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

1. That permission is hereby granted to Mr. and Mrs. Frank M. Kirby to erect an eight foot (8') redwood fence at the rear of their property located at 251 Wyanoke Street.

2. This permission is granted pursuant to the terms of Section 41-6, City Code.

3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,279

AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY SERVICE CONTRACT WITH THE UNITED STATES OF AMERICA FOR KELLY AIR FORCE BASE, INCLUDING LACKLAND AND EAST KELLY AND KELLY HOMES

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

1. The City Manager is authorized to execute and deliver a Utility Service Contract with the United States of America for Kelly Air Force Base, including Lackland and East Kelly and Kelly Homes. A copy of such contract is attached hereto and made a part hereof.
2. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,280

AMENDING THE AGREEMENT BETWEEN THE CITY AND GEORGE EVERS FOR THE OPERATION OF THE SPEED BOAT CONCESSION ON THE SAN ANTONIO RIVER IN BRACKENRIDGE PARK, TO ALLOW USE OF BOATS WITH OUTBOARD MOTORS

WHEREAS, the City entered into a contract with George Evers for the operation of the speed boat concession on the San Antonio River in Brackenridge Park authorized in Ordinance No. 24182 dated January 3, 1957; and

WHEREAS, such agreement restricted Licensee to the use of boats of the inboard variety; NOW THEREFORE:

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

1. Paragraph 3 of the contract authorized by Ordinance No. 24,182, passed and approved January 3, 1957, is hereby amended to read as follows:

"3. Licensee is hereby permitted to utilize boats either of inboard or outboard variety, not less than 18 feet nor more than 22 feet in length. Outboard motors will not be less than 35 horsepower. Such boats utilized will be approved by the Director of Parks and Recreation and be maintained in a good state of repair."

2. All other provisions of the contract authorized by Ordinance No. 24182 are to remain in full force and effect.
3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,281

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE UNITED STATES GOVERNMENT (WEATHER BUREAU) FOR THE LEASE OF ADDITIONAL SPACE IN THE FEEDER LINES TERMINAL BUILDING AT INTERNATIONAL AIRPORT

WHEREAS, the Weather Bureau of the United States Department of Commerce desires to expand its facilities at San Antonio International Airport; and

WHEREAS, this expansion will require additional space than that previously leased to the Weather Bureau by the City; NOW THEREFORE:

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

1. The City Manager is hereby authorized to enter into a contract with the United States Government (Weather Bureau) for the lease of additional space in the Feeder Lines Terminal Building at San Antonio International Airport.
2. Said contract is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,282

ADOPTING A CONTRACT BETWEEN THE CITY AND G. L.
SMITH ENTERPRISES FOR THE OPERATION OF A NOVELTY
CONCESSION IN A PORTION OF KOEHLER PARK

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

This ordinance makes and adopts a contract between the City of San Antonio, hereinafter called "City" and G. L. Smith, doing business as G. L. Smith Enterprises, hereinafter called "Concessionaire" in words and figures as follows, to-wit:

WITNESSETH:

1. The City of San Antonio, in consideration of the payments herein agreed to be made to it by concessionaire and the other covenants and undertakings on its part herein contained, has granted, and does by these presents grant, to concessionaire, subject to all of the terms and provisions hereof, the concession, right and privilege for the term hereinafter stated of selling novelties and souvenirs in the main Train Depot Building in Koehler Park.

2. As consideration and payment for the concessions rights herein granted, concessionaire agrees and promises to pay to the City of San Antonio, without demand, to the Tax Assessor and Collector in City Hall, San Antonio, Bexar County, Texas, fifteen (15) per cent of the gross income from said concessions. Such percentage is to be payable on or before the 10th day of each month for the gross income of the previous month.

3. Should concessionaire at any time be in default in payment of any monies provided by this contract to be paid by him or in default in any other obligation or agreement on his part herein contained and shall fail to cure and remedy such default within ten days after written notice by the City to him of the fact of the City's intention so to do, the City may, at its option, at the expiration of such ten days, cancel this agreement, and all of concessionaire's rights hereunder shall thereupon close and be of no further force or effect. Any written notice required or provided by the term of this agreement to be given to concessionaire, or which the City may deem it proper to give to concessionaire, shall be sufficient if it be by registered mail, addressed to concessionaire at his usual mailing address and shall be presumed to have been received upon the next business day following the day of its such deposit in the mail. Nothing herein contained, however, shall prevent the giving of actual notice in any other lawful manner.

4. Concessionaire obligates himself to furnish itemized statements at such intervals (daily or otherwise) and in such forms as shall be prescribed by the Director of Finance of the City, and shall keep such books and records as shall permit independent verification of the itemized statements. Concessionaire shall permit the Director of Finance or his duly appointed representative to inspect the required records at any reasonable time. Cash register or tape records will be furnished if the Finance Director so requires.

5. In the exercise of the concession herein granted, concessionaire covenants and binds himself that he will pay all Federal, State and Local taxes, license fees and occupation taxes incident to the exercise by him of such license, and will indemnify and save the city harmless from demand, claim or liability therefor; and that in the exercise of such concessions, concessionaire will observe and comply with all Federal and State laws and will all ordinances of the City of San Antonio.

6. Concessionaire shall not sell, assign, or sub-lease this contract without the written consent of the City.

7. Concessionaire shall confine his concessions operations to the inside of the Main Train Depot Building. Concessionaire shall at all times keep the concession building in a clean and sanitary condition. Under no circumstances shall concessionaire operate mobile or vending operations outside the concessions building.

8. This license shall be for a term of one year, beginning on May 1, 1958 and terminating on April 30, 1959, unless theretofore terminated under any of the provisions herein contained for its earliest termination, or theretofore terminated by mutual agreement.

9. The City may exclude and/or prohibit the placing of any objectionable advertising matter within the park.

10. In the operation of the concessions herein listed above, the Concessionaire shall, subject to all specific provisions hereof, operate the same subject to such specifications, directions and regulations as may from time to time be put into effect by the City's Director of Parks and Recreation.

11. The foregoing instrument in writing constitutes the entire agreement for this contract, there being no other written or parol agreement with any officer or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

12. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

13. ACCEPTED in all things by the undersigned this ____ day of _____, 1958.

G. L. SMITH, Concessionaire

AN ORDINANCE 26,283

APPOINTING MEMBERS OF THE PLANNING COMMISSION

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

1. The following persons are hereby appointed as members of the Planning Commission to serve for a term beginning May 1, 1958, and ending April 30, 1960:

Albert Scharmann
Raymond Phelps, Jr.
Frank Riley
Clyde Logue

2. PASSED AND APPROVED this 10th day of April A. D. 1958.

Dr. Jose San Martin
Acting Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

REQUESTING THE STATE BOARD OF WATER ENGINEERS
OF THE STATE OF TEXAS TO GRANT THE CITY OF SAN
ANTONIO AUTHORITY TO NEGOTIATE WITH THE U.S.
CORPS OF ENGINEERS FOR INCREASED STORAGE CAPACITY
OF CANYON DAM

WHEREAS, initial contracts are in process of being awarded for the construction of Canyon Dam; and

WHEREAS, present plans for such construction provide for a conservation storage reservoir of only 366,000 acre feet, which is less than half the maximum potential of the Canyon Dam site; and

WHEREAS, the U. S. Corps of Engineers' Project Report of 1951 recommended that a dam having a reservoir with conservation storage capacity of 807,000 acre feet be constructed; and

WHEREAS, critical water shortages during drought periods in our State demand the utmost conservation of this most valuable natural resource, and such conservation being in the public interest, and the declared policy of this State; and

WHEREAS, dams have been built in areas of the State that provide less than the maximum capacity which they could have provided, and water conservation potential is thereby being lost to the detriment of present and future generations; and

WHEREAS, repeated efforts have been made to request the Guadalupe-Blanco River Authority, presently designated as the State negotiating agent within its area, to negotiate with the U. S. Corps of Engineers to re-design the Canyon Dam so as to provide the greatest possible conservation storage of water which the site will permit, which efforts have been to no avail; NOW THEREFORE:

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

1. That the Board of Water Engineers of the State of Texas is hereby requested to recommend and approve the re-design of the Canyon Dam, so that it will provide its maximum potential conservation storage of water.

2. That the City of San Antonio, acting through its duly elected council, prays the Honorable Board of Water Engineers that authority be granted this City to negotiate with the U. S. Corps of Engineers for the re-design of the Canyon Dam so as to provide for maximum conservation storage.

3. That the City of San Antonio desires and is willing and able to participate in the incremental cost of the additional construction as required by Federal Law.

PASSED AND APPROVED this 10th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,284

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 RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 9

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. 919)

The re-zoning and re-classification of property from "B" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Lot 12, NCB 10594

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

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

4. PASSED AND APPROVED this 17th day of April A. D. 1958.

/s/ J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 26,285

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 RE-ZONING 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. 923)

The re-zoning and re-classification of property from "A" RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT, as follows:

Lot 33, N.C.B. 8679 formerly known as Lots 24 & 25, Blk. 14,
NCB 8679.

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 April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 26,286

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 RE-ZONING 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. 926)

The re-zoning and re-classification of property from "B" RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT, as follows:

The East 50' of New Lot 33, NCB 3175 formerly known as Lot 15, Blk. 1, NCB 3175

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 April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,287

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHCAL AND SCOTCHLITE FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE SIGN AND PAINT SHOP FOR A TOTAL OF \$1,813

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

1. That the Finance Director be authorized to purchase certain items of Scotchcal and Scotchlite cut-out letters from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Public Works - Building Maintenance Sign and Paint Shop for a total of \$1,813.00.

2. This is the sole source of supply of this particular items.

3. Payment be made from 9-01 Fund, Object Code 6-61.

4. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,288

ACCEPTING THE BID OF W. R. THOMAS FOR THE CONCESSION OF SELLING FOOD AND DRINK IN THE CLUBHOUSES AT MUNICIPAL GOLF COURSES AND OPERATING THE OUTDOOR AND INDOOR CONCESSIONS DURING THE TEXAS OPEN IN THE EVENT SAME IS HELD ANY OR ALL YEARS DURING THE CONTRACT PERIOD, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SAID W. R. THOMAS FOR SUCH CONCESSION PRIVILEGES

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

1. That the bid of W. R. Thomas for the concession of selling food and drink in the clubhouses at Municipal Golf Courses and operating the outdoor and indoor concessions during the Texas Open in the event same is held any or all years during the contract period is hereby accepted.

2. The City Manager is hereby authorized to enter into a contract with W. R. Thomas for such concession privileges.

3. The contract is attached hereto and made a part hereof.
4. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

For Copy of Contract See Page 94-A

AN ORDINANCE 26,289

WIFE ACCEPTING A DEED FROM ALFRED T. DAHLMANN AND WIFE, LEONA B. DAHLMANN, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OF THE WEST END OF LOT 14, NEW CITY BLOCK 6037, FOR PROJECT NO. 20, STORM DRAINAGE, AND APPROPRIATING THE SUM OF \$120.00 TO PAY FOR SAME

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

1. That the Deed from Alfred T. Dahlmann and wife, Leona B. Dahlmann, 149 Monroe Street, San Antonio, Texas, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a portion of the West end of Lot 14, New City Block 6037, City of San Antonio, Bexar County, Texas, containing 2,895 ⁺ square feet more particularly described in said deed, attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of ONE HUNDRED TWENTY AND NO/100 (\$120.00) DOLLARS, BE AND is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to the GUARANTY ABSTRACT & TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,290

ACCEPTING A DEED FROM GERTRUDE BASSETT DIETRICK AND HUSBAND, JAMES DIETRICK, CONVEYING TO THE CITY OF SAN ANTONIO A TRAPEZOIDAL PORTION OF THE WEST END OF LOTS 1, 2 AND THE NORTH 3 FEET OF LOT 3, NEW CITY BLOCK 6037, FOR STORM DRAINAGE PURPOSES, AND APPROPRIATING THE SUM OF \$150.00 TO PAY FOR SAME

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

1. That the deed from Gertrude Bassett Dietrick and husband, James Dietrick, 101 Monroe Street, San Antonio, Texas, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:"

Being a trapezoidal portion of the West end of Lots 1, 2 and the North 3 feet of Lot 3, New City Block 6037, City of San Antonio, Bexar County, Texas, containing 2,080 square feet more particularly described in said deed, attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of ONE HUNDRED AND FIFTY AND NO/100 (\$150.00) DOLLARS, be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to GUARANTY ABSTRACT & TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This contract this day made and entered into by and between the City of San Antonio, Texas, a municipal corporation, acting by and through its City Manager, party of the first part, hereinafter called "City", and W. R. Thomas, party of the second part, hereinafter called "Concessionaire";

WITNESSETH:

1. That the City, in consideration of the payments herein agreed to be made to it by Concessionaire and the other covenants and undertakings on its part herein contained, has granted, and does by these presents grant to Concessionaire, subject to all the terms and provisions hereinafter stated, the exclusive concession, right and privilege for the term hereinafter stated of serving and selling food and drinks both in the Club Houses and outdoor areas at Brackenridge Golf Course, Willow Springs Golf Course, Riverside Golf Course and operating the concessions in the Club House and outdoor areas during the Texas Open, in the event that it is held any or all years at any of the aforementioned golf courses during the contract period.
2. The Concessionaire shall not sell beer or any alcoholic beverages in the Brackenridge Golf Course Club House or in any part of Brackenridge Park. The privileges of serving and selling beer at the Riverside Golf Course and the Willow Springs Golf Course is hereby specifically granted, provided, however, that no wine or liquor be kept or sold on any of the premises referred to herein.
3. Nothing herein contained shall authorize the Concessionaire to conduct its business at any and all hours, but said business shall be conducted only during the hours that the Golf Courses are open to the public and for one hour thereafter.
4. Concessionaire shall have, for purposes incident to the operation of these concessions, such ingress and egress, to the buildings in question as is reasonable, subject to the reasonable regulations thereof and of the place, time and extent thereof by the City Director of Parks and Recreation.
5. Concessionaire may employ such help and personnel as it may deem reasonably necessary for its operations hereunder. All employees of Concessionaire, dealing with the public, shall be appropriately uniformed, and wear a number or other suitable device, whereby they may be readily identified and distinguished by the public. Concessionaire agrees to employ only persons who in appearance, character, general manner and conduct are suitable to employment in the capacity in which they are engaged; and the Concessionaire further agrees that he will promptly discharge any employee who is not suitable for the work in which such employee is engaged or does not conduct himself in a manner suitable and appropriate to the work being done. The City shall have the right, through its officers and agents, including its police officers, to eject from the premises any employee of Concessionaire whose conduct is improper, inappreciate or offensive; and Concessionaire, for itself and for such employee and employees, hereby waives any and all claims for damages against the City, its officers and agents and/or police officers, in account thereof.
6. City agrees that it will provide Concessionaire with space sufficient to enable the Concessionaire to adequately, and suitably establish a concession stand in each of the Club Houses hereinabove referred to. It is expressly agreed and understood by and between the parties hereto that the Director of Parks and Recreation of the City shall determine the amount of space in the exact location which Concessionaire shall receive in each of the Club Houses heretofore referred to.
7. Concessionaire shall have the right to sell cigarettes, cigars, sandwiches, lunches, coffee, soft drinks, candies, beer (except in Brackenridge Club House) and other similar foods and drinks sold in similar institutions. The privilege granted hereunder shall give to Concessionaire the right to cook and prepare meals on the premises of each of the Club Houses, provided, however, that the method and manner of so doing shall first be approved by the Director of Parks and Recreation of the City.
8. Concessionaire shall at his own expense provide the necessary equipment for the operation of the concessions granted hereunder as directed by the Director of Parks and Recreation. No equipment shall ever be installed and removed during the term of this license without first having been approved by the Director of Parks and Recreation.
9. Concessionaire shall operate its gas, water and lights on separate meters and the cost of said services shall be paid by Concessionaire in addition to the rents due and payable as hereinafter provided.
10. The concessionaire covenants and agrees that at the termination of the contract, to be entered into hereby, he will surrender such facilities assigned to him to the City without notice further than as herein provided, in as good condition as when the same was entered upon by them, reasonable wear and tear excepted. Any holdover of the premises, or any part thereof, demised herein after the termination of the contract, after Concessionaire has been notified to vacate in writing by the City shall be a tenancy at the rate of \$150.00 per month.
11. This license shall be for a term of three (3) years, beginning retroactively on the 15th day of April, 1958, and terminating on the 14th day of April, 1961, unless theretofore terminated under any of the provisions herein contained for its earlier termination, or theretofore terminated by mutual agreement.
12. As consideration and payment for the concession rights herein granted, Concessionaire agrees and promises to pay to City, without demand, at the Office of the Tax Assessor and Collector, in City Hall, San Antonio, Texas, as follows:
 - (1) A. For the concession privileges herein granted, exclusive of those granted in connection with the Texas Open, the sum of \$400.00 per month during the life of this contract, each such sum to be payable in advance and to become due on the last day of the preceding month. The first month's payment shall be paid to the City upon execution of this contract.

B. Fifteen per cent (15%) of the gross sales from the operation of such concessions, less the total of the payments made in accordance with the provisions of # (1) A. above, the difference to be payable at the end of the first six (6) months from the date of this contract, or from the time actual operations begin by the Concessionaire, whichever time is sooner, and at the end of each six (6) months period thereafter, for the duration of this contract.

(2) For the concession privileges herein granted in connection with the Texas Open, if it is held, thirty per cent (30%) of the gross sales from all concessions operations, both permanent and temporary, carried on during the Texas Open at the golf course where the Texas Open is held, such sum to be payable within three (3) days after the conclusion of the tournament.

13. Should concessionaire at any time be in default in payment of any monies provided by this contract to be paid by him or in default in any other obligation or agreement on his part herein contained and shall fail to cure and remedy such default within ten (10) days after written notice by the City to him of the facts of the City's intention to do so, the City may, at its option, at the expiration of such ten (10) days, cancel this agreement, and all of Concessionaire's rights hereunder shall thereupon cease and be of no further force or effect. Any written notice required or provided by the terms of this agreement to be given to Concessionaire, shall be sufficient if it be by registered mail, addressed to Concessionaire at his usual mailing address in San Antonio, Texas, and shall be presumed to have been received upon the next business day following the day of its such deposit in the mail. Nothing herein contained, however, shall prevent the giving of actual notice in any other lawful manner.

14. In the exercise of the concession herein granted, Concessionaire covenants and binds himself that he will pay all Federal, State and local taxes, license fees and occupation taxes incident to the exercise by him of such license, and will indemnify and save the City harmless from demand, claim or liability; therefore; and that in the exercise of such concessions, Concessionaire will observe and comply with all Federal and State laws and with all ordinances of the City of San Antonio.

15. Concessionaire shall not sell, assign, or sub-lease this contract without the written consent of the City.

16. **

17. Concessionaire will offer customers food and drink of standard quality and quantity at reasonable prices. Prices charged shall not be in excess of those charged elsewhere under similar circumstances in San Antonio and its environs. The prices, quality and quantity of all food and drink, shall be subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.

18. Concessionaire, in entering into this agreement, accepts for himself, his agents and employees and the purveyors to him of goods and merchandise incident to such concession, the several premises herein referred to as being at all times safe and free from any danger or injury either to persons or to property; and the City shall not be liable either to Concessionaire, or to any of the Concessionaire's agents or employees, or to any person dealing with Concessionaire incident to these concessions on account of any injury, whether to person or to property, arising from or in any manner incident to the exercise by Concessionaire of the concessions herein granted. Concessionaire 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 operation specified herein and shall furnish the City a public liability insurance policy, a copy of which shall be furnished, or evidence thereof, with the City Clerk prior to signing the proposed contract.

(a) Said public liability insurance policy shall name the City co-insured.

(b) The limits of liability shall be \$5,000 per person and \$10,000 per accident in case of bodily injuries and a minimum limit of \$5,000 in the case of property damage.

19. In case of default in any of the covenants, conditions, or limitations in this contract, the City may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and it, its agents, or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agents or attorney, may resume possession of the premises and re-let the same for the remainder of the term at the best rent they may obtain, for account of the Concessionaire, who shall make good any deficiency; and the City shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

20. Concessionaire agrees to furnish the Director of Parks and Recreation of the City within three (3) months after the effective date of this contract a complete inventory of all equipment, fixtures, furniture, tools and other personal property, as the Director of Parks and Recreation may direct, except goods brought on said Golf Courses for sale thereon as authorized under the terms of this contract, and no such property shall be removed, added, or replaced without first giving the Director of Parks and Recreation a correction to such inventory.

**16. Concessionaire shall at all times keep all concession stands, commissary and storage space in a clean and sanitary manner. All paper cups and other debris that may be left on the counters and in the immediate vicinity of each stand shall be cleaned or removed by Concessionaire.

21. The following provisions, in addition to those applicable hereinbefore mentioned, shall comply for outdoor concessions operated during the Texas Open.

(a) Concessionaire will be assigned at least five (5) locations for concession stands by the golf course manager. Three (3) additional locations may be selected by the Concessionaire, subject to the approval of the golf course manager.

(b) Electric power, if required, will be at the expense of the Concessionaire.

(c) Concessionaire agrees to provide ample trash cans at each site of operations and police and maintain the areas, within a 100 yard radius, free of paper, trash, and debris during and after the tournament. Concessionaire further agrees to dispose of trash daily, or more often as required, by transporting it to a trash truck parked in the vicinity of the golf course Club House. All areas utilized by Concessionaire will be completely policed and equipment will be removed from the golf course by 10:00 A.M. on the day after the tournament.

(d) Concessionaire shall direct his trucks or other vehicular equipment pertaining to this concession about the golf course in strict compliance with instructions issued by the Golf Course Manager.

(e) The City agrees to use all legal means at its disposal to prevent vendors and peddlers, not in the Concessionaire's employ, from vending or distributing their wares on the Brackenridge Golf Course during the aforementioned tournament.

22. The foregoing instrument in writing constitutes the entire agreement for this contract, there being no other written or parole agreement with any officer or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

23. At the time of the execution of this contract Concessionaire agrees to furnish to the City a bond in the amount of Six Thousand (\$6,000.00) Dollars for its faithful performance of this contract, which bond shall be performable in Bexar County, Texas, and shall be executed by a reliable bonding company authorized to do business in Texas.

EXECUTED THIS three ___ day of April A. D. 1958.

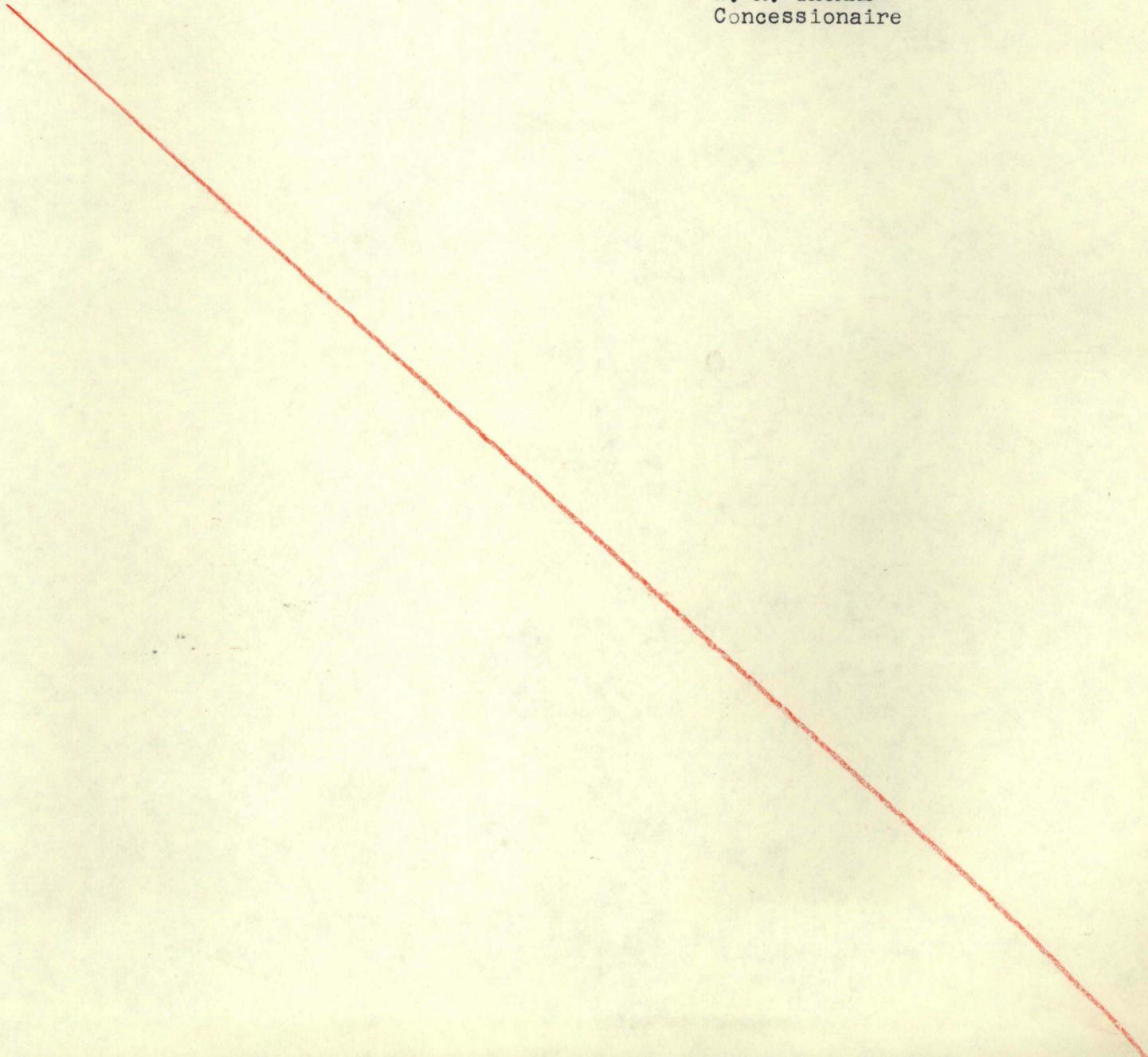
CITY OF SAN ANTONIO

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

ATTEST:

City Clerk

W. R. THOMAS
Concessionaire



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AN ORDINANCE 26,291

ACCEPTING A DEED FROM GENEVIEVE NICHOLSON, A FEME SOLE, CONVEYING TO THE CITY OF SAN ANTONIO A TRAPEZOIDAL PORTION OF THE WEST END OF LOT 8, NEW CITY BLOCK 6037, FOR STORM DRAINAGE PURPOSES, AND APPROPRIATING THE SUM OF \$100.00 TO PAY FOR SAME

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

1. That the Deed from Genevieve Nicholson, a feme sole, 131 Monroe Street, San Antonio, Texas, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A trapezoidal portion of the West end of Lot 8, New City Block 6037, City of San Antonio, Bexar County, Texas, more particularly described as being 22.1 feet wide on the south end and 18.0 feet wide on the North end;

be and is hereby accepted.

2. That the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03 payable to the Guaranty Abstract & Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,292

APPROPRIATING THE SUM OF \$100.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS THE AWARD IN CONDEMNATION CAUSE TO ACQUIRE CITY PARCELS 3208 AND 3209 FOR STORM DRAINAGE PROJECT #13

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

1. That the sum of \$100.00 be and is hereby appropriated out of Storm Drainage Improvement Bond Fund 1956 Series, #479-03, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Roger Mollett and wife, Frankie Mae Mollett, and other defendants, according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause entitled: "City of San Antonio vs. Roger Mollett, et al" in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,293

APPROPRIATING THE SUM OF \$100.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS THE AWARD IN CONDEMNATION CAUSE TO ACQUIRE CITY PARCEL NUMBER 3207 FOR STORM DRAINAGE PROJECT #13

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

1. That the sum of \$100.00 be and is hereby appropriated out of Storm Drainage Improvement Bond Fund, 1956 Series, #479-03, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Essie Mae Lewis and other defendants, according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause entitled "CITY OF SAN ANTONIO Vs. Essie Mae Lewis, Et al" in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,294 ✓

APPROVING THE LOCATION OF RIGHT-OF-WAY FOR STORM DRAINAGE PROJECT NO. 73, A 1957 GENERAL IMPROVEMENT BOND PROJECT EXTENDING FROM EL MONTAN SOUTHEAST TO BASIN DRIVE, REQUIRING A PORTION OF LOT 4, NEW CITY BLOCK 10063; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN

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

1. That the location of the right of way for construction of Storm Drainage Project #73, a 1957 General Improvement Bond Project extending from El Montan Southeast to Basin Drive, requiring a portion of Lot 4, New City Block 10,063, within the corporate limits of the City of San Antonio, Bexar County, Texas, said right-of-way location being more particularly shown on the plat attached hereto and incorporated herein by reference, be and is hereby approved.

2. That the cost of this project is to be charged to Account No. 479-03, Storm Drainage Improvement Bond Fund, Series 1957.

3. That the outer boundaries of the approved right-of-way for the proposed Storm Drainage Project #73 are here and now 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 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.

4. That the Department of Housing and Inspections and the Department of Planning are hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for Storm Drainage Project #73, 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.

5. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,295

TRANSFERRING THE SUM OF \$24,000.00 FROM THE CONTINGENCY ACCOUNT, 50-01-01, OF THE GENERAL FUND, TO THE ADJUSTMENT OF CLAIMS SETTLEMENTS AND REFUNDS ACCOUNT, 50-02-01

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

1. The sum of \$24,000.00 is hereby transferred from the Contingency Account, 50-01-01, of the General Fund, to The Adjustment of Claims Settlements and Refund Account, 50-02-01, to provide additional funds for the payment of claims, settlements, and refunds.

2. PASSED AND APPROVED this 17th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,296

TRANSFERRING THE SUM OF \$14,500.00 FROM THE CONTINGENCY ACCOUNT, 50-01-01, OF THE GENERAL FUND, TO PUBLIC UTILITIES DIVISION, 06-07-01, OF THE GENERAL FUND

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

1. The sum of \$14,500.00 is hereby transferred from the Contingency Account, 50-01-01, of the General fund, to Public Utilities Account, 06-07-01, to provide additional funds for the operation of the Public Utilities Division.
2. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,297 ✓

ABANDONING AND CLOSING AN ALLEY IN NEW CITY BLOCK 973 AND ABANDONING AND CLOSING RIVER STREET BETWEEN EAST GRAYSON STREET AND JOSEPHINE STREET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING A PORTION OF SAID ALLEY TO MAMIE FARLEY FOR THE SUM OF \$1.00 AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED OF THE REMAINDER OF SAID ALLEY AND RIVER STREET TO FOREMOST DAIRIES, INC., FOR THE SUM OF \$6,499.00

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

1. That the alley situated in New City Block 973 and located within the City of San Antonio, Bexar County, Texas, be and is hereby closed and abandoned.
2. That River Street, situated between East Grayson Street and Josephine Street, within the incorporated limits of the City of San Antonio, Bexar County, Texas, be and is hereby closed and abandoned.
3. That the City Manager be and is hereby authorized to execute a deed quitclaiming to Mamie Farley, a widow, the City's right, title and interest in and to a portion of the hereinabove described alley, said portion being more particularly described as follows, to-wit:

Field Notes for a portion of the Alley in New City Block 973;

BEGINNING at the Southeast corner of Lot 8, New City Block 973, in the North line of the alley and the West line of Isleta Street for the Northeast corner of this parcel;

THENCE, in a Southerly direction with the West line of Isleta Street, forming an interior angle of $85^{\circ}20'$, a distance of 7.5 feet to the center line of the alley for the Southeast corner of this parcel;

THENCE, in a Westerly direction along the center line of the alley, forming an interior angle of $94^{\circ}40'$, a distance of 100 feet to a point for the Southwest corner of this parcel;

THENCE, in a Northerly direction, forming an interior angle of $85^{\circ}20'$, a distance of 7.5 feet to the Southwest corner of Lot 7, in the North line of the alley, for the Northwest corner of this parcel;

THENCE, in an Easterly direction along the North line of the alley, a distance of 100 feet to the point of beginning;

for and in consideration of the sum of ONE and No/100 (\$1.00) Dollar..

4. That the City Manager be and is hereby authorized to execute a Deed quitclaiming to Foremost Dairies, Inc., the City's right, title and interest in and to the remainder of said alley and River Street hereinabove closed and abandoned, said property being more particularly described as follows, to-wit:

Field Notes for River Street between Josephine and Grayson, and a portion of the Alley between River Street and Isleta Street in New City Block 973:

BEGINNING at the Southeast corner of the junction of River Street with Josephine Street, said corner being marked on a three foot offset line by a City monument, for a Northeast corner of this tract;

THENCE, with the East line of River Street, forming an interior angle of $85^{\circ}20'$, in a Southerly direction to the North line of the alley, a distance of 120.0 feet;

THENCE, with the North line of the alley, same being the South line of Lots 5 and 6, parallel with Josephine Street and forming an exterior angle of $85^{\circ}20'$, a distance of 75 feet to the Southwest corner of Lot 7;

THENCE, in a Southerly direction forming an interior angle of $85^{\circ}20'$, a distance of 7.5 feet to the center of the alley;

THENCE, in an Easterly direction parallel to Josephine Street, forming an exterior angle of $85^{\circ}20'$, along the center line of the alley, a distance of 100 feet to the West line of Isleta Street;

THENCE, in a Southerly direction along the West line of Isleta Street, forming an interior angle of $85^{\circ}20'$, a distance of 7.5 feet to the South line of the alley;

THENCE, in a Westerly direction along the South line of the alley, forming an interior angle of $94^{\circ}40'$, a distance of 175 feet to the East line of River Street;

THENCE, in a Southerly direction along the East line of River Street, forming an exterior angle of $94^{\circ}40'$, a distance of 158.30 feet to the North line of Grayson Street;

THENCE, in a Westerly direction along the North line of Grayson Street, forming an interior angle of $93^{\circ}37'$, a distance of 40.07 feet to the West line of River Street;

THENCE, with the West line of River Street in a Northerly direction, forming an interior angle of $86^{\circ}23'$, a distance of 292.58 feet to the South line of Josephine Street;

THENCE, in an easterly direction with the South line of Josephine Street, forming an interior angle of $94^{\circ}40'$, a distance of 40.07 feet to the point of beginning;

for and in consideration of the sum of Six Thousand Four Hundred Ninety-nine and No/100 (\$6,499.00) Dollars.

5. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,298

AUTHORIZING THE CITY MANAGER TO MAKE EMERGENCY
CONTRACTS FOR STREET REPAIRS

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

1. Because of a City-wide serious street condition resulting from unusual weather conditions, and the fact that about eight hundred city blocks of paved streets have been damaged to a point of requiring complete re-surfacing to permit safe and normal vehicular use, and the further fact that an emergency program for resurfacing of about 45,000 square yards of streets proved successful, the City Manager is authorized to enter into emergency contracts as follows:

- (a) Contracts may be made with qualified Contractors with adequate equipment and experience in the construction, reconstruction or repair of streets, roads and highways for the reconstruction of up to 120,000 square yards of city streets.
- (b) Contractors shall furnish the necessary labor and equipment to scarify the existing roadbed of the streets assigned to them, apply lithium gangue for stabilizing the base, and working additional base required by the Director of Public Works.
- (c) All materials except emulsion oil will be supplied by the City; Contractors shall furnish and apply emulsion oil in the event asphalt topping is applied under subsection (e).
- (d) In the event work performed by a Contractor is damaged or destroyed by rains or inclement weather, requiring that a roadbed be prepared a second time for application of asphalt topping, the contractor shall be entitled to pay for both the first and second preparations.
- (e) In the event the Director of Public Works determines that city crews will be unable to complete resurfacing of any street or portion of street after Contractor has completed the work set out in (b), the Director may require that the contractor complete such resurfacing by applying prime emulsion oil or asphalt retopping or both prime and asphalt retopping.
- (f) City will pay contractor upon satisfactory completion of such work at the rates following:
 - \$0.40 per square yard for the work set out in (b)
 - \$0.20 per gallon for materials and application of prime (emulsion oil).
 - \$3.00 per cubic yard for applying asphalt retopping.
- (g) City will provide all necessary barricades and flares.
- (h) City agrees to hold contractor harmless from liability for injuries to persons

or property resulting from performance of this contract, except from that arising from operation of contractors' vehicles.

(i) City will cause utility services disrupted by resurfacing operations to be repaired.

2. The sum of \$100,000 is appropriated for such purposes from the unappropriated fund balances of the 1957-1958 General Fund as an emergency appropriation. This is a case of grave public necessity to meet unusual and unforeseen conditions which could not by reasonable, diligent thought and attention have been included in the original budget for 1957-1958. The budget for 1957-1958 shall be amended in accordance with this ordinance. A copy of this ordinance shall be attached to the budget for the year 1957-1958, and a certified, true copy shall be filed in the office of the County Clerk of Bexar County and with the State Comptroller at Austin, Texas.

3. This ordinance is an emergency measure necessary to preserve and protect the public safety, and upon the affirmative vote of six members of the City Council, shall take effect immediately upon passage.

4. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,299

ACCEPTING THE BID OF QUALITY PAVING CO., INC.
THE AMOUNT OF \$7,752.00, FOR THE RECONSTRUCTION
OF ROADWAYS IN SAN JOSE BURIAL PARK; AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR;
AND MAKING AN EMERGENCY APPROPRIATION OF FUNDS
TO PAY FOR SAME

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

1. The low bid of Quality Paving Co, in the amount of \$7,752.00 for the reconstruction of roadways in San Jose Burial Park, due to damage done in this area by the unprecedented rainfall during the past months, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Quality Paving Co. the City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Public Works and Legal Departments.

4. The sum of \$7,752.00 is hereby appropriated, as an emergency appropriation, out of #701, San Jose Burial Park Permanent Fund, payable to Quality Paving Co. in such sums and at such times as are provided in said contract.

5. The sum of \$7,752.00 is appropriated for such purpose from the San Jose Burial Park Permanent Fund, #701, as an emergency appropriation. This is a case of grave public necessity to meet unusual and unforeseen conditions which could not by reasonable, diligent thought and attention have been included in the original budget for 1957-58. The budget for 1957-58 shall be amended in accordance with this ordinance. A copy of this ordinance shall be attached to the budget for the year 1957-58, and a certified true copy shall be filed in the office of the County Clerk of Bexar County and with the State Comptroller at Austin, Texas.

6. This ordinance is an emergency measure necessary to preserve and protect the public safety, and upon the affirmative vote of six members of the City Council, shall take effect immediately upon passage.

7. PASSED AND APPROVED this 17th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,300 ✓

ACCEPTING THE PROPOSAL FROM GERARD M. BAKER,
MECHANICAL ENGINEER, TO FURNISH MECHANICAL
AND ELECTRICAL ENGINEERING SERVICES IN
CONNECTION WITH REMODELING THE CITY HALL
ANNEX (A.B. FRANK BUILDING)

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

1. The proposal, a copy of which is attached hereto and made a part hereof, of Gerard M. Baker, Mechanical Engineer, to furnish mechanical and electrical engineering services to the City of San Antonio for certain remodeling work necessary for the City Hall Annex (A. B. Frank Building), is accepted.

2. PASSED AND APPROVED this 17th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,301 ✓

EVIDENCING AN AGREEMENT BETWEEN THE GULF OIL
CORPORATION AND THE CITY OF SAN ANTONIO REGARDING
CURB CUTS AND IMPROVEMENTS AT THE NORTHEAST CORNER
OF WEST COMMERCE STREET AND GENERAL MCMULLEN DRIVE

WHEREAS, the City of San Antonio wishes to allow the Gulf Oil Corporation to alter and improve the northeast corner of West Commerce Street and General McMullen Drive; NOW THEREFORE:

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

1. This ordinance makes and manifests a contract by and between the City of San Antonio, a municipal corporation, of the State of Texas, located in the County of Bexar, and the Gulf Oil Corporation, a corporation existing under the laws of the State of Delaware, as follows:

- a. The City hereby grants Gulf Oil Corporation the right to construct four new curb cuts at the northeast intersection of Gen. McMullen Drive and West Commerce. Such curb cuts will be constructed according to City specifications and as shown on the plat attached hereto and made a part hereof.
- b. The Gulf Oil Corporation agrees to remove existing curbs having a 55 foot radius and replace these with curbs having a 20 foot radius.
- c. The Gulf Oil Corporation agrees to remove the curb along its property line on the north side of West Commerce Street and also to remove this curb along the north side of West Commerce Street an additional distance of 100 feet east of Gulf's east property line; and to replace said curbs according to the City specifications and at the angle shown on the plat attached hereto.
- d. The Gulf Oil Corporation agrees to pave that unpaved portion of West Commerce Street between the old and new curb lines shown on the plat attached hereto, such portion being composed of an area approximately 10 feet wide and 153.66 feet long adjoining the south property lines of Lots 45 thru 50, Block 13, N.C.B. 8252; and an additional unpaved area 100 feet long extending along the south property lines of Lots 41 thru 44, Block 13, N.C.B. 8252 as shown on the plat attached hereto.
- e. The Gulf Oil Corporation also agrees to pave the 10 foot alley extending approximately 153.66 feet along the north property line of Lots 45 thru 50, Block 13, N.C.B. 8252, shown on the plat attached hereto.
- f. All costs, responsibility and expense for the improvements set out in paragraphs la, b, c, d, e, of this agreement will be borne by the Gulf Oil Corporation.
- g. All construction and improvements provided for in this agreement will be erected according to city specifications and grades, and shall be subject to the approve of the City Traffic Engineer.
- h. The Gulf Oil Corporation will fully indemnify and hold harmless the City against all loss, damages, costs and expenses on account of any claims, liens or suits or action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, by reason of any labor or services furnished for the project herein undertaken.
- i. At all times during which any work under this agreement is being performed, the Gulf Oil Corporation shall place and maintain all necessary and proper barriers and other safeguards, including watchmen, if necessary, upon and around the work for the prevention of accidents and at night shall keep sufficient lights to safeguard the area. The Gulf Oil Corporation will indemnify and save harmless the City from and against all costs, damages, and expenses to which the City may be put by reason of an injury or alleged injury to any person or property resulting or alleged to result from any act of negligence, omission or want of skill in connection with the conduct of the work in this agreement committed by the Gulf Oil Corporation or its agents, employees or servants.

2. PASSED AND APPROVED this 17th day of April , A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION ✓

OFFERING OFFICE SPACE IN THE A. B. FRANK
BUILDING TO THE CITY WATER BOARD AND
DELINEATING TERMS OF THE USE OF SUCH SPACE

WHEREAS, the City of San Antonio has office space available in the A. B. Frank Building; and,

WHEREAS, the City Water Board of the City of San Antonio is in need of space for its administrative offices,

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

That the City of San Antonio hereby offers to the City Water Board 33,000 square feet, more or less, of air-conditioned office space upon the following terms.

1. The term of use of such space shall be for a period of five (5) years or more at the option of the City Water Board.
2. The Board shall pay to the City One Dollar (\$1.00) per square foot per year for the use of such space.
3. The City will furnish all utilities to the outside wall of such space, free of cost to the Board.
4. The City will furnish perimeter walls to the space to be used by the Board, and will furnish inside walls for space housing IBM equipment, only, at no cost to the Board.
5. The City will furnish toilet facilities for Board employees within the space to be used by the Board.
6. The City will furnish heat, light, air conditioning, and water, at no cost to the Board.

PASSED AND APPROVED this the 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION ✓

GRANTING PERMISSION TO THE LIONS CLUBS AND
OPTIMIST CLUBS OF SAN ANTONIO TO CONDUCT A
FIREWORKS DISPLAY AT MISSION STADIUM MAY 16, 1958.

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

1. The Lions Clubs and Optimist Clubs of San Antonio, are hereby granted permission to conduct a fireworks display on May 16, 1958, at Mission Baseball Stadium as provided for in Sec. 41-10 of the City Code and subject to the limitations therein specified and the conditions prescribed by the Chief of the Fire Department attached hereto and made a part hereof.
2. The Lions Clubs and Optimist Clubs of San Antonio will file a certificate of insurance for this event with the City Clerk with a minimum coverage of \$25,000 for bodily injury per person, \$50,000 per accident, and \$25,000 for property damage. If this certificate is not filed by May 15, 1958, this permit is null and void.
3. All provisions of Article 1725, Penal Code of the State of Texas, shall be complied with by the Lions and Optimist Clubs of San Antonio in the exercise of the permission granted herein.
4. A certified copy of this resolution shall be issued by the City Clerk under the seal of the City of San Antonio, Texas.
5. No fee shall be charged for such permit.
6. PASSED AND APPROVED this 17th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION ✓

CHANGING AND ESTABLISHING POLICY FOR
COLLECTION OF GARBAGE AND TRASH SO AS TO
PROVIDE FOR COLLECTION OF TRASH ON WEDNESDAYS
AND THURSDAY AND THE SUSPENSION OF GARBAGE
COLLECTION ON SUCH DAYS AS AN EMERGENCY
MEASURE TO MAKE ADDITIONAL PERSONNEL AVAILABLE
FOR STREET WORK

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

1. Because of the necessity of emergency repairs to streets damaged by unusual amounts of rain in recent months and the need to make additional city personnel available to make such repairs, the policy of the city with respect to the frequency of garbage and trash collections is established as follows:

- (a) Regular garbage collections now made on Wednesdays and Thursdays of each week are suspended;
- (b) New and regular schedules of trash collections shall be established on Wednesday and Thursday of each week utilizing city garbage trucks.
- (c) All other garbage collections shall continue with presently established schedules.

2. It is anticipated that personnel made available by the change of garbage collection schedules on Wednesday and Thursday to trash collections will be utilized on emergency street repair work.

3. PASSED AND APPROVED this 17th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,302 ✓

Holiday
AMENDING ORDINANCE NO. 25,466 OF AUGUST 29,
1957 BY ADDING AN ADDITIONAL DATE

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

1. That Ordinance No. 25,466 passed and approved August 29, 1957 be amended by adding to paragraph 1 the following:

Friday, April 25, 1958 - 1/2 day after 12 noon

2. PASSED AND APPROVED this 17th day of April , A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,303 - VOID

AN ORDINANCE 26,304

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 RE-ZONING 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. 675)

The re-zoning and re-classification of property from "C" RESIDENCE DISTRICT to "D" APARTMENT DISTRICT, as follows:

Lot 547, NCB 9308, formerly known as Lots 516 & 517, Blk. 71, NCB 9308

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 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,305

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 RE-ZONING 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. 927)

The re-zoning and re-classification of property from "B" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

The West 58.33' of Lot 22, NCB 8059, formerly known as Lot 6, Blk. 1, NCB 8059.

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 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,306'

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 RE-ZONING
 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. 948)

The re-zoning and re-classification of property from "F" LOCAL RETAIL DISTRICT to "C" RESIDENCE DISTRICT, as follows:

Tract A, NCB 9315, more particularly described as follows:

BEGINNING at a point in the north line of Verne Street, at the beginning of a cut-back right-of-way return to Oppenheimer Avenue, said point being easterly - 15' measured along the north line of Verne Street extended westerly from a point where said north line would intersect the east line of Oppenheimer Avenue, if extended southerly;

THENCE northwesterly 23.56' following said cut-back right-of-way line, along the arc of a curve to the right whose depth angle is 90 degrees and radius is 15', to the end of said curve, in the east line of Oppenheimer Avenue;

THENCE northerly - 125' to a point in same;

THENCE easterly 300' at right angles with the last previously described line, along a line parallel to and 140' north of the north line of Verne Street, to a point in the extreme east line of said Tract A of the Resubdivision of Argonne Heights and San Jose Townsite Subdivision;

THENCE southerly 140' along the east line of said Tract A, said line being at right angles to the last previously described line, to the southeast corner of said Tract A, in the north line of Verne Street;

THENCE Westerly 285' along the north line of Verne Street, to the place of beginning.

Containing .963 acres of land, more or less.

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 24th day of April A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 26,307 ✓

RENEWING A CONTRACT WITH MAGNOLIA PETROLEUM
 COMPANY FOR THE FURNISHING OF AVIATION
 GASOLINE AND THE LENDING TO THE CITY OF SAN
 ANTONIO OF ONE AIRPORT TENDER COMPLETE FROM
 APRIL 30, 1958, TO SIXTY DAYS FOLLOWING THE
 MAKING OF A NEW CONTRACT FOR SUCH SERVICE

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

1. That certain contract entered into between the City of San Antonio and the Magnolia Petroleum Company on May 18, 1950, for the furnishing to the City of aviation gasoline and renewed for periods ending April 30, 1958, is hereby renewed and extended until sixty days (60) following the making of a new contract for such service.

2. That certain contract entered into between the City and the Magnolia Petroleum Company for the furnishing to the City of one airport tender, complete, renewed to April 30, 1958, is hereby renewed and extended to sixty days following the making of a new contract for such service.

3. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,308

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
ALAMO IRON WORKS TO FURNISH THE CITY OF SAN
ANTONIO DEPARTMENT OF PUBLIC WORKS STREET MAINTENANCE
WITH CERTAIN REINFORCING MESH WIRE FOR A TOTAL OF \$4,340.00

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

1. The attached low qualified bid of the Alamo Iron Works dated April 16, 1958 to furnish the City of San Antonio Department of Public Works, Street Maintenance with certain mesh wire for a total of \$4,340.00, less 2%-10 days, be and the same is hereby accepted.

2. Payment is to be made from 1-01 General Fund, Department of Public Works, Account No. 09-04-04.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,309

ACCEPTING A DEED FROM BEATRICE RAY, A WIDOW, CONVEYING
TO THE CITY OF SAN ANTONIO A PORTION OF LOT 11, NEW CITY
BLOCK 10,268, FOR THE WIDENING OF NEBRASKA STREET, AND
APPROPRIATING THE SUM OF \$500.00 TO PAY FOR SAME

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

1. That the Deed from Beatrice Ray, a widow, 342 Ferris Avenue, San Antonio, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A portion of Lot 11, New City Block 10,268, and being more particularly described in said deed, attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, Series 1956, Account No. 479-01, payable to the GUARDIAN ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,310

ACCEPTING A DEED FROM SAM H. SCHAEFER, CONVEYING TO
THE CITY OF SAN ANTONIO A PORTION OF LOT 7 & 8, BLOCK
9, NEW CITY BLOCK 10,268, FOR THE WIDENING OF NEBRASKA
STREET, AND APPROPRIATING THE SUM OF \$300.00 TO PAY FOR
SAME

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

1. That the Deed from Sam H. Schaefer, Travis Building, San Antonio, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A portion of Lot 7 & 8, Block 9, New City Block 10,268
San Antonio, Bexar County, Texas, and being more
particularly described in said deed, attached hereto
and made a part hereof;

be and is hereby accepted.

2. That the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, Series 1956, Account No. 479-01, payable to the GUARDIAN ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,311

ACCEPTING A DEED FROM LOUIS J. JONES AND WIFE,
MATTIE JONES, CONVEYING TO THE CITY OF SAN ANTONIO
A PORTION OF LOT 6, NEW CITY BLOCK 10706 FOR THE
WIDENING OF NEBRASKA STREET, AND APPROPRIATING THE
SUM OF \$90.00 TO PAY FOR SAME

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

1. That the deed from Louis J. Jones and wife, Mattie Jones, 3406 Nebraska Street, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A portion of Lot 6, New City Block 10706, and being more particularly described in said deed, attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of NINETY AND NO/100 (\$90.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, 1956 Series, Account No. 479-01, payable to the GUARDIAN ABSTRACT & TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,312

ACCEPTING A DEED FROM LOUIS J. JONES AND WIFE,
MATTIE JONES, CONVEYING TO THE CITY OF SAN ANTONIO
AN EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RE-
CONSTRUCTING, AND MAINTAINING OF PUBLIC UTILITY LINES,
CONDUITS AND PIPE LINES, FOR NEBRASKA STREET WIDENING
PROJECT, OVER, ACROSS, UNDER AND UPON A PORTION OF LOT
6, NEW CITY BLOCK 10706, AND APPROPRIATING THE SUM OF
\$90.00 IN PAYMENT THEREFOR

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

1. That the Deed from Louis J. Jones and wife, Mattie Jones, 3406 Nebraska Street, San Antonio, Texas, conveying to the City of San Antonio an Easement for the construction, reconstruction, and maintenance of public utility lines, conduits, and pipe lines, and to provide for pedestrian traffic; for Nebraska Street Widening Project, over, across, under and upon the following described land located within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A portion of Lot 6, New City Block 10706, San Antonio, Bexar County, Texas, containing 425 square feet, more or less, and more particularly described in that deed which is attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of Ninety and No/100 (\$90.00 Dollars be and is hereby appropriated out of Street Improvement Bond Fund, 1956 Series, Account No. 479-01, payable to Louis J. Jones and wife, Mattie Jones, in payment for the above described conveyance.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,313

ACCEPTING A DEED FROM CLIFFORD L. KEMPER, JR., AND WIFE, RUTH N. KEMPER, CONVEYING TO THE CITY OF SAN ANTONIO THE NORTH 14 FEET OF LOT 21, BLOCK 1, NEW CITY BLOCK 10259, FOR THE WIDENING OF NEBRASKA STREET, AND APPROPRIATING THE SUM OF \$540.00 TO PAY FOR SAME

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

1. That the deed from Clifford L. Kemper, Jr. and wife, Ruth N. Kemper, 3018 Nebraska Street, San Antonio, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the city of San Antonio, Bexar County, Texas, to-wit:

The North 14 feet of Lot 21, Block 1, New City Block 10259, DORIE MILLER SUBDIVISION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas according to Plat thereof recorded in Volume 3377, Page 131, Deed and Plat Records of Bexar County, Texas;

be and is hereby accepted.

2. That the sum of FIVE HUNDRED FORTY AND NO/100 (\$540.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, Series 1956, Account No. 479-01, payable to the GUARDIAN ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,314

ACCEPTING A DEED FROM J. F. SCHWARZ, CONVEYING TO THE CITY OF SAN ANTONIO THE WEST 16.6 FEET OF THE SOUTH 47 FEET OF LOT 3, BLOCK 3, NEW CITY BLOCK 6037, FOR PROJECT NO. 20, STORM DRAINAGE, AND APPROPRIATING THE SUM OF \$50.00 TO PAY FOR SAME

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

1. That the Deed from J. F. Schwarz, 203 Lindell Place, San Antonio, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

The West 16.6 feet of the South 47 feet of Lot 3, Block 3, New City Block 6037, Avondale Addition, situated in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 368, page 6 of the Plat Records of Bexar County, Texas;

be and is hereby accepted..

2. That the sum of FIFTY AND NO/100 (\$50.00) DOLLARS, be and is hereby appropriated out of the Storm Drainage Improvement Bond Fund, Series 1956, Account No. 479-03, payable to the GUARANTY ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,315

ACCEPTING A DEED FROM LOS ANGELES HEIGHTS METHODIST CHURCH, CONVEYING TO THE CITY OF SAN ANTONIO LOT 20, BLOCK 45, NEW CITY BLOCK 7148, AND APPROPRIATING THE SUM OF \$8,500.00 TO PAY FOR SAME

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

1. That the deed from the Trustees of the Los Angeles Heights Methodist Church, 1338 Sacramento Street, San Antonio, Texas, conveying to the City of San Antonio the following described property:

Lot 20, Block 45, New City Block 7148, Los Angeles Heights Addition, according to plat recorded in Volume 105, Page 284, Bexar County Plat Records;

be and is hereby accepted.

2. That the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$8,500.00) DOLLARS, be and is hereby appropriated out of the Expressway and Street Improvement Bond Fund, Series 1955, Section "A", Account No. 478-01, payable to the Guaranty Abstract & Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,317

APPROPRIATING THE SUM OF \$430.00 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND SERIES 1955 - SECTION "A" FUND NO. 478-01, TO PAY PHOTOGRAPHERS, APPRAISERS FEES, CONDEMNATION COMMISSIONERS' FEES AND COURT REPORTERS FOR SERVICES RENDERED IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTIES FOR THE CITY OF SAN ANTONIO FOR EXPRESSWAY PURPOSES

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

1. That the sum of Four Hundred Thirty and No/100 (\$430.00) Dollars be and is hereby appropriated out of Expressway and Street Improvement Bond Series 1955 - Section "A", Fund No. 478-01, payable to the following Photographers, Appraisers, Condemnation Commissioners, and Court Reporters, for services rendered in connection with the acquisition of certain properties for U. S. Highway #81, and U. S. Highway #87 Northwest Expressway purposes, per statements attached:

Ford Green
3111 North Zarzamora St.
San Antonio 1, Texas the sum of \$ 65.00

for various photos and aerial photos on condemnation cases, Parcel #34 Central Section - U. S. Highway #81 \$20.00
Parcel #1829-30-31-32
U. S. Highway #87 Northwest 20.00
Parcel #2018, U. S. 87 N/W 25.00

C. RAY DAVIS
725 W. Kings Highway
San Antonio 1, Texas the sum of 100.00

services as witness and appraiser in Cause No. 911, Parcel #1834-35-36
U. S. Highway #87 Northwest Expressway.

LYLE H. PLANT
451 South Main Avenue
San Antonio, Texas the sum of 165.00

for services as appraiser on Parcels #2499-J, #2499-K, etc., U. S. Highway #87 N/W Expressway.

WALTER A. GOODWIN
1524 Donaldson Avenue
San Antonio, Texas the sum of 40.00

for services as Special Commissioner on Parcel #2110-11-12, Cause No. 50,506, U. S. Highway #87 Northwest Expressway

TIPPIT & MOORE
Bexar County Court House
San Antonio, Texas the sum of 60.00

for services of reporters in reporting condemnation proceedings on Parcels #2110-11-12 U. S. Highway #87 Northwest Expressway.

2. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,318

ACCEPTING A DEED FROM HEIRS OF THE ESTATE OF LUDWIG ULLRICH AND EMELIA ULLRICH BOTH DECEASED, CONVEYING TO THE CITY OF SAN ANTONIO A TRACT OF LAND OUT OF BLOCK 33, NEW CITY BLOCK 542, FOR AUSTIN STREET CUT-OFF PROJECT, AND APPROPRIATING THE SUM OF \$8,500.00 TO PAY FOR SAME

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

1. That the Deed from the Heirs of the Estate of Ludwig Ullrich and Emelia Ullrich, both deceased, in care of Paul Pfeiffer, 914 West Houston Street, San Antonio, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Block 33, New City Block 542, and being more particularly described in said deed, attached hereto and made a part hereof,

be and is hereby accepted.

2. That the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$8,500.00) DOLLARS, be and is hereby appropriated out of the Street Improvement Bond Fund, Series 1956, Account No. 479-01, payable to the SECURITY TITLE COMPANY, INC., to be used in payment for such property.

3. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,319 ✓

ABANDONING, VACATING, AND CLOSING A PORTION OF NORTH HILL DRIVE AND NORTH HILL COURT; ALLEYS LOCATED IN NEW CITY BLOCK 8402; AND A DRAINAGE EASEMENT LOCATED IN NEW CITY BLOCK 10228; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THEREOF IN CONSIDERATION OF THE SUM OF \$6,334.00

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

1. That the following described alleys, streets and drainage easement located within Monticello Village Subdivision, according to a plat thereof recorded in Volume 3535, Page 40, of the Deed and Plat Records of Bexar County, Texas, a copy of which is attached hereto and incorporated herein by reference, and said alleys, street and drainage easement being colored in red thereon; and also described as follows, to-wit:

- (a) All that portion of North Hill Drive lying between the West line of Fredericksburg Road and the East line of Loma Linda Drive, including the platted cul-de-sac shown as North Hill Court within New City Block 8402 on said plat.
- (b) The alley shown as "Service Road" on such plat which runs through New City Block 8402 from North Hill Drive on the South to Balcones Road on the North.
- (c) The alley in New City Block 8402 on the rear of Lots 1 through 5, inclusive, New City Block 8402, running from the aforesaid "Service Road" on the east to Loma Linda Drive on the west.
- (d) Drainage easement over the northern portion of Tract "A" New City Block 10228;

be and are hereby closed, vacated and abandoned.

2. That the City Manager be and is hereby authorized to execute a Quitclaim Deed to said alleys, streets and drainage easement to H. E. Butt Grocery Company, a Texas Corporation, for and in consideration of the sum of \$6,334.00.

3. PASSED AND APPROVED this the 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,320

APPROPRIATING \$23,421.20 OUT OF STORM DRAINAGE BOND FUND NO. 479-13, SERIES 1957, FOR ENGINEERING SERVICES (TERRELL BARTLETT, ENGINEERS) AND CONTINGENCIES IN CONNECTION WITH STORM DRAINAGE PROJECT NO. 85

WHEREAS, the City entered into a contract with Terrell Bartlett Engineers for services as consulting engineers on Storm Drainage Project No. 85 in Ordinance No. 25,894, dated December 23, 1957; NOW, THEREFORE:

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

1. The following sums are hereby appropriated out of Storm Drainage Bond Fund No. 479-13, Series 1957, in connection with Storm Drainage Project No. 85;

- A. Payable to Terrell Bartlett, Engineers:
 - (6%) Engineer Fees \$ 17,565.90
- B. (2%) Contingency Fund 5,855.30
 - (Based upon estimated cost of \$292,765.00)

2. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,321

APPROPRIATING \$24,692.56 OUT OF STORM DRAINAGE BOND FUND NO. 479-13, SERIES 1957, FOR ENGINEERING SERVICES (JOHNSON & MARQUIS, CONSULTING ENGINEERS) AND CONTINGENCIES IN CONNECTION WITH STORM DRAINAGE PROJECT 9 AND 9A

WHEREAS, the City entered into a contract with Johnson and Marquis for services as consulting engineers on Storm Drainage Project 9 and 9A in Ordinance No. 25847 dated December 12, 1957; NOW THEREFORE:

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

1. The following sums are hereby appropriated out of Storm Drainage Bond Fund No. 479-13, Series 1957, in connection with Storm Drainage Project 9 and 9A:

- A. Payable to Johnson & Marquis, Consulting Engineers:
 - (6%) Engineer Fees \$ 18,519.42
- B. (2%) Contingency Fund , 6,173.14
 - (Based upon estimated cost of \$308,657.00) \$ 24,692.56

2. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,322

APPROPRIATING \$990.00 OUT OF SANITARY SEWER BOND FUND NO. 479-14, SERIES 1957, FOR ENGINEERING SERVICES (R. MARVIN SHIPMAN & CO.) IN CONNECTION WITH SANITARY SEWER PROJECT S-1

WHEREAS, the City entered into a contract with R. Marvin Shipman & Company for services as consulting engineers on Sanitary Sewer Project S-1, in Ordinance No. 25,848 dated December 12, 1957; NOW THEREFORE:

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

1. The following sum is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14, Series 1957, in connection with Sanitary Sewer Project S-1:

- (12%) Engineer Fees \$ 990.00
- (Based upon estimated cost of \$8,250.00)

2. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,323 ✓

AMENDING SECTION 24-9 OF THE CITY CODE TO
ALLOW AN INCREASE IN SIZE OF GARBAGE RECEPTACLES
FROM TWENTY-FIVE (25) GALLONS MAXIMUM TO THIRTY-TWO
(32) GALLONS MAXIMUM

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

1. The first paragraph of Section 24-9 "Types Required" of the City Code is hereby amended to read as follows:

Sec. 24-9 Types Required.

Such receptacle for the temporary deposit of garbage shall be made of nonabsorbent material, watertight, and shall be provided with a tight, closely fitting lid or cover, and two outside handles, and shall be of such size, not to exceed thirty-two (32) gallons capacity, as may be necessary to hold the garbage accumulation for each twenty-four hours on the premises where kept.

2. All other provisions of Section 24-9 are to remain in full force and effect.

3. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,324

AMENDING PARAGRAPH 5 OF ORDINANCE NO. 25,843
TO ALLOW THE PAYMENT OF \$439.80 (AN ADDITIONAL
\$51.00) TO ATLEE B. AND ROBERT M. AYRES FOR
ARCHITECTURAL SERVICES IN CONNECTION WITH THE
REMODELING OF THE BAGGAGE ROOM AT INTERNATIONAL
AIRPORT

WHEREAS, the City entered into an agreement with Atlee B. and Robert M. Ayres, Architects for services in connection with the remodeling of the Baggage Room at San Antonio International Airport; and

WHEREAS, the fee authorized said architects was based on 6% of the construction cost; and

WHEREAS, the total construction cost has exceeded the original estimate by \$850.00;
NOW, THEREFORE:

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

1. Paragraph 5 of Ordinance No. 25,843, dated December 12, 1957, is hereby amended to read as follows:

"5. The Director of Finance is hereby authorized to pay the sum of \$439.80 out of Fund No. 8-01 - International Airport Revenue Fund, 12-02-04 Code (5-08) to Atlee B. and Robert M. Ayres, Architects, for their architectural services for Remodeling of the Baggage Room at San Antonio International Airport."

2. All other provisions of Ordinance No. 25843 are to remain in full force and effect.

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,325

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SIMMS
FIRE EQUIPMENT COMPANY, INC. TO FURNISH THE CITY
OF SAN ANTONIO FIRE DEPARTMENT WITH CERTAIN NOZZLES
FOR A TOTAL OF \$1,189.64

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

1. The attached low qualified bid of Simms Fire Equipment Company, Inc., dated April 18, 1958, to furnish the City of San Antonio Fire Department with certain fire hose nozzles for a total of \$1,189.64, be and the same is hereby accepted.

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,326

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
MIKE PERSIA CHEVROLET, INC., TO FURNISH THE
CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC HEALTH
WITH ONE PICK-UP TRUCK FOR A TOTAL OF \$1,510.21

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

1. The attached low qualified bid of Mike Persia Chevrolet, Inc. dated April 21, 1958, to furnish the City of San Antonio Department of Public Health with one pick-up truck Model 3604 in the amount of \$1,545.21, less trade-in (\$35.00) net \$1,510.21, be and the same is hereby accepted.

2. Payment be made from 1-01 General Fund, Department of Public Health, Account No. 10-04-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,327

AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH H. B. ZACHRY CO. FOR THE
REPAIR OF SEWER DIGESTER COVER #7, AND
APPROPRIATING THE SUM OF \$1,250.00 OUT OF NO.
479-02, SANITARY SEWER IMPROVEMENT BONDS, /SERIES
1956, SEWAGE TREATMENT PLANT CONTINGENCY ACCOUNT,
IN PAYMENT FOR SUCH WORK

WHEREAS, H. B. Zachry Co. has heretofore, constructed a sewer digester cover under valid contract with the City, which digester cover has failed structurally; and

WHEREAS, the cost to repair said digester cover will approximate \$2,500.00; and

WHEREAS, engineering studies have been made of the failure and its cause and origin are uncertain; and

WHEREAS, H. B. Zachry Co. has expressed its willingness to repair the said cover upon consideration of the City's payment to it of the sum of \$1,250.00; NOW THEREFORE:

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

1. The City Manager is hereby authorized to enter into an agreement with H. B. Zachry Co. for the repair of sewer digester cover #7.

2. The sum of \$1250.00 is hereby appropriated out of No. 479-02, Sanitary Sewer Improvement Bonds, Series 1956, Sewage Treatment Plant Contingency Account, in payment for such work, to said H. B. Zachry Co.

3. Consummation of said agreement shall operate as a full and complete adjustment of all matters connected with the existing structural failure of said cover, provided said repairs are satisfactorily performed.

4. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,328

ACCEPTING \$16,323.30 AS FULL PAYMENT FOR DELINQUENT TAXES DUE ON THE SAM HOUSTON VILLAGE HOUSING PROJECT FOR PERSONAL AND REAL PROPERTY FOR THE TAX YEARS 1954 AND 1955

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

1. The sum of \$16,323.30 is accepted in full payment of the taxes due on both personal and real property for tax years 1954 and 1955, for the Sam Houston Housing Project located on Fort Sam Houston.
2. A tax receipt shall be issued to the Sam Houston Village Housing Project for such years.
3. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,329

APPOINTING MEMBERS OF THE BOARD OF TRUSTEES OF THE SAN ANTONIO PUBLIC LIBRARY

WHEREAS, Article X, Section 124 and Article XII, Sec. 158 of the City Charter provides for council appointment of members of the Board of Trustees of the San Antonio Public Library, NOW THEREFORE:

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

1. The following named persons are hereby reappointed to the Board of Trustees of the San Antonio Public Library for a two year term commencing May 1, 1958 and extending to April 30, 1960.

Dr. Walter Walthall	George Collins
Mrs. Madge A. Ramsey	Stonewall Davis
E. G. Luna	Will Rips, Jr.
Mrs. Leroy Swartzkopf	

2. PASSED AND APPROVED this 24th day of April, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,330

ABOLISHING LA VILLITA ADVISORY BOARD, SAN ANTONIO RIVER COMMISSION, SPANISH GOVERNOR'S PALACE ADVISORY COMMITTEE, AND TRANSFERRING THEIR FUNCTIONS AND DUTIES TO THE PARKS AND RECREATION BOARD

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

1. La Villita Advisory Board, San Antonio River Commission, and Spanish Governor's Palace Advisory Committee are hereby abolished, and their functions and duties are transferred to the Parks and Recreation Board.
2. Passed and approved this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

ESTABLISHING A PLUMBING CODE STUDY COMMITTEE
AND APPOINTING MEMBERS TO SERVE THEREON

WHEREAS, a need exists for the study of the present City Plumbing Code in order to consider the possible revision of said Code; NOW, THEREFORE:

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

1. The Plumbing Code Study Committee is hereby established for the purpose of studying the present plumbing code and submitted recommendations for the possible revision of said Code.

2. The following persons are hereby asked to serve on said committee:

John A. Albert
C. L. Weber
Ed Kropp
Representative of City Health Department
(to be appointed by Director)
Representative of City Water Board
(to be appointed by General Manager)
Representative of City Public Service Board
(to be appointed by General Manager)
Ben Favella
Paul Tarrillion
Noe Salinas
R. H. Kinkel
W. F. Greenslade

3. PASSED AND APPROVED this 24th day of April A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,331

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 RE-ZONING 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. 953)

The re-zoning and re-classification of property from "A" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Lot 1 B, NCB 11604

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 1st day of May, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk