

5. The City Clerk is authorized and directed to prepare, execute and acknowledge a notice of this ordinance which shall operate as a full and final release of the liens specified in Paragraph 2 hereof, and this ordinance shall be filed with the County Clerk of Bexar County, Texas, for recording in the Deed of Trust Records of said County.

6. Should any section or sections or any part of any section or sections of this ordinance or of said ordinance of October 2, 1958, levying special assessments for street improvements, be held to be void and without force and effect for any reason whatsoever by any court of competent jurisdiction, then neither the remaining portion of this ordinance nor of said ordinance of October 2, 1958, shall be thereby affected, but such remaining sections shall be and remain in full force and effect as though the void and unenforceable part thereof, if any, had not been incorporated in this ordinance or in said ordinance of October 2, 1958.

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

8. PASSED AND APPROVED this 30th day of December, 1959.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

PROJECT

Curbing of Broadway from alley south of Brightwood to Loop 13

THE STATE OF TEXAS }  
COUNTY OF BEXAR }

TO ALL OWNERS OF PROPERTIES ABUTTING THAT PORTION OF BROADWAY A PUBLIC STREET IN CITY OF SAN ANTONIO, TEXAS, LISTED BELOW: AND TO THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned City Engineer does hereby certify that the curbing improvement work performed by H. B. Zachry Company on the portion of Broadway in the City of San Antonio within the limits hereinafter set forth, has been completed in accordance with the plans and specifications embodied in the contract entered into between the City of San Antonio and H. B. Zachry Company, authorized by an ordinance passed and approved August 28, 1958, which curbing improvements were ordered made by the City Council of San Antonio by an ordinance passed and approved on May 6, 1958, to-wit:

The curbing of Broadway, from the alley south of Brightwood to Loop 13 (Both sides of the street).

EXECUTED in San Antonio, Texas, this 19th day of November, 1959.

/s/ A. P. Newman - City Engineer, City of San Antonio

APPROVED: Sam Granata, Jr.  
Director of Public Works

APPROVED: B. J. Shelley  
Assistant City Manager

- - - - -

AN ORDINANCE 28, 205

ESTABLISHING FUND NO. 479-15, POLICE HEADQUARTERS BUILDING BOND FUND; TRANSFERRING \$150,000.00 FROM THE CONTINGENCY ACCOUNT OF THE GENERAL FUND TO SAID FUND; AND APPROPRIATING \$110,250.00 OUT OF SAID SAME FUND PAYABLE TO ALAMO TITLE COMPANY AS ESCROW AGENT FOR MORRIS KALLISON FOR CERTAIN PROPERTY TO BE USED FOR THE SAN ANTONIO POLICE STATION AND PURPOSES INCIDENTAL THERETO.

\* \* \* \* \*

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

- 1. Fund No. 479-15, Police Headquarters Building Bond Fund, is hereby established.

2. The sum of \$150,000.00 is hereby transferred from the Contingency Account of the General Fund to Fund No. 479-15, Police Headquarters Building Bond Fund. This account of the General Fund will be reimbursed in said amount from proceeds derived from the sale of the Police Headquarters Building Bonds.

3. The sum of \$110,250.00 is hereby appropriated out of Police Headquarters Building Bonds, Fund No. 479-15, payable to Alamo Title Company as Escrow Agent for Morris Kallison for a General Warranty Deed to a parcel of land consisting of Lot 6, part of Lots 7 and 8, and Lot "A", being a part of original Lot 9, New City Block 293, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to be used for a new location for the San Antonio Police Station and purposes incidental thereto.

4. PASSED AND APPROVED this 23rd day of December, 1959.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 206

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

\* \* \* \* \*

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

1. That section 2 of an Ordinance entitled "An Ordinance Establishing Zoning Regulations and Districts in Accordance with a Comprehensive Plan, Etc." passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changed in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 1192)

The rezoning and reclassification of property from "A" Residence District to "E" Office and "F" Local Retail Districts as follows:

From "A" Residence to "F" Local Retail - Lot 1, Blk. 1, NCB 13300

From "A" Residence to "E" Office - Lots 1 and 2, Blk. 2, NCB 13301 and Lots 1 and 2, Blk. 3, NCB 13302

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

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

4. PASSED AND APPROVED this 7th day of January, A.D., 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 207

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ordinance Establishing Zoning Regulations and Districts in Accordance with a Comprehensive Plan, Etc.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changed in classification and the re-zoning of the hereinbelow designated property, to-wit:

Case No. 1234

The rezoning and reclassification of property from "A" Residence and "B" Residence Districts to "A" Residence and "B" Residence Districts as follows:

Lots 1-8, NCB 13241 to be zoned entirely "B" Residence District.

Lot 1, NCB 13246 to be rezoned to "B" Residence District.

Lots 15 and 16, NCB 13241 to be zoned entirely "A" Residence District.

Lot 2, NCB 13246 to be zoned entirely "A" Residence District.

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

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

4. PASSED AND APPROVED this 7th day of January, A.D., 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 208

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "An Ordinance Establishing Zoning Regulations and Districts in Accordance with a Comprehensive Plan, Etc.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changed in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 1235)

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

Lots 6 and 7, NCB 13031

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

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

4. PASSED AND APPROVED this 7th day of January, A.D., 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 209

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "An Ordinance Establishing Zoning Regulations and Districts in Accordance with a Comprehensive Plan, Etc.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changed in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 1215)

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

Lot 78, NCB 10754

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

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

4. PASSED AND APPROVED this 7th day of January, A.D., 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 210

ACCEPTING THE PROPOSAL OF THE H. B. ZACHRY COMPANY FOR THE EMERGENCY REMOVAL OF DIGESTER COVER #8 AT THE SAN ANTONIO SEWAGE TREATMENT PLANT AND AUTHORIZING PAYMENT OF AN AMOUNT UP TO \$7,000.00 TO SAID COMPANY IN CONNECTION THEREWITH.

\* \* \* \* \*

WHEREAS, an emergency exists at the San Antonio Sewage Treatment Plant which requires the removal and repair of Digester Cover #8; and,

WHEREAS, it is the recommendation of the Director of Public Works that the proposal of the H. B. Zachry Company, as amended, for the removal of said Digester Cover #8 be accepted; NOW, THEREFORE,

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

1. The attached proposal of the H. B. Zachry Company, as amended, for the emergency removal of Digester Cover #8 at the San Antonio Sewage Treatment Plant is hereby accepted.

2. Payment of an amount up to \$7,000.00 out of Account No. 09-02-02, 1959-60 General Fund, to the H. B. Zachry Company in connection with the work outlined in Paragraph 1 above is hereby authorized.

3. PASSED AND APPROVED this 7th day of January, 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

December 28, 1959

Director of Public Works  
City of San Antonio  
San Antonio, Texas

through

Mr. Irving S. Seligmann, Consulting Engineer

Dear Sir:

The H. B. Zachry Company will furnish all personnel, equipment and supplies to perform emergency repairs on Digester No. 8, San Antonio Sewage Disposal Plant, as follows:

- A. Furnish all labor at payroll cost plus 15% for payroll taxes and insurance and plus 15% for profit and general supervision. (See Schedule I for proposed crew.)
- B. Furnish equipment at 1959 A.E.D. rates. (See Schedule II for proposed equipment.)
- C. Furnish all tools, supplies and fuel at invoice prices plus 5% for handling.
- D. Furnish necessary timekeeper and field office administration for \$50.00 per week.
- E. Furnish necessary field lubrication truck for \$10.00 per day, when used.
- F. Move in and out one (1) side boom, one (1) 2 1/2 C. Y. crane, one (1) air compressor, one (1) welding machine and one (1) truck for \$1,000.00.

Yours very truly,

H. B. ZACHRY CO.

/s/ H. S. Kerr  
Vice-President

hsk/des  
encl: 2

Sch. I - Personnel  
Sch. II - Equipment

SCHEDULE I

CREW

<u>Description</u>	<u>Rate</u>
Superintendent	\$ 150.00 per week
Crane Operator	3.00 per hour
Crane Oiler	1.75 per hour
Welder Mechanic	3.00 per hour
4 - Riggers	3.00 per hour
4 - Riggers Helpers	1.75 per hour
2 - Air Tool Operators	1.75 per hour
2 - Laborers, Semi-Skilled	1.50 per hour
1 - Side Boom Operator	3.00 per hour
1 - Truck Driver	2.00 per hour

SCHEDULE II

EQUIPMENT

<u>Description</u>	<u>Rate</u>
1 - Pickup Truck	\$ 75.00 per week
1 - Crane, 2 1/2 C.Y. (lifting & Loading)	1,463.00 per week
1 - Side Boom (Unloading)	957.00 per week
1 - 315 CFM Air Compressor	178.00 per week

2 - Pavement Breakers	18.50 per week (each)
2 - Jack Hammers	20.50 per week (each)
1 - Winch Truck	175.00 per week
1 - Welding Machine w/Oxygen Acetylene Torch	50.00 per week
1 - Heavy Duty Truck & Float, w/Driver, for Moving Concrete Sections	18.00 per hour
Air Hose - 50' Lengths	12.25 per week

It is believed this equipment will be all required for the job. Any other equipment required will be furnished at 1959 A.E.D. Rental Rates.

AN ORDINANCE 28, 211

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GILLESPIE MOTOR COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MOTOR VEHICLES FOR A TOTAL OF \$165,275.69.

\* \* \* \* \*

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

1. The attached low qualified bid of Gillespie Motor Company, dated January 11, 1960, to furnish the City of San Antonio various departments with certain motor vehicles for a total of \$165,275.69 is hereby accepted.

2. Payment to be made from Fund 1-01, Account No.	
07-02-01	\$ 38,187.27
07-04-01	102,348.96
11-01-01	1,931.12
11-04-01	3,862.24
17-02-01	5,683.83
17-03-01	1,894.61
17-04-01	3,789.22
17-05-01	3,789.22
17-06-01	3,789.22

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 212

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE FOR PROPERTY ADJACENT TO THE CITY MATERIAL YARDS AT A MONTHLY RENTAL OF \$75.00.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute the lease contract, attached hereto and made a part hereof, for the East 104.25 feet of Lots 13 and 14, NCB 628, San Antonio, Texas, owned by Juan Z. de Sanchez and wife, Adela P. de Sanchez.

2. The Lease shall be for a period of one (1) year, beginning February 1, 1960, and ending January 31, 1961, and the City shall have power to revoke the said lease at any time upon giving 10 days notice in writing, with the City have the option to renew said lease for an additional year, at the same rental, upon giving written notice of the intention to renew not less than thirty (30) days prior to January 31, 1961.

3. The annual rental shall be \$\$900.00, payable \$75.00 monthly, it being understood that the first monthly payment will be made at the time said lease is executed.

4. Payment of the \$75.00 monthly rental is hereby authorized out of Fund 101 General Fund Unpledged, Account No. 09-02-04 (2-08).

5. The lease is a continuation of the arrangement that has existed between the

City and the parties named herein regarding this property since 1955.

6. PASSED AND APPROVED this 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

- - - - -

AN ORDINANCE 28, 213

APPROPRIATING THE SUM OF \$90.00 IN CONNECTION WITH  
THE CITY LAND ACQUISITION PROGRAM.

\* \* \* \* \*

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

1. The sum of \$90.00 is hereby appropriated out of Fund #479-12, Street Right-of Way Purchase Bonds, payable to Stewart Title and Guaranty Company, as escrow agent for Charles E. Garrett of 8450 Broadway, San Antonio, Bexar County, Texas, as total payment for a parcel of land consisting of 0.002 of an acre of land in NCB 11875, in the City of San Antonio, Bexar County, Texas, same being out of and a part of Lot 18, Northport Acres, a plat of said subdivision being of record in Volume 2575, Page 33, Plat Records of Bexar County, Texas. Title to the said parcel of land is to be in the name of the State of Texas. Purpose of acquiring said land is for the enlargement and improvement of Loop 13, Skyway to Nacogdoches. City Parcel No. 22-3749.

2. PASSED AND APPROVED this 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

- - - - -

AN ORDINANCE 28, 214

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT, LOOP 13 SKYWAY TO NACOGDOCHES PROJECT, HACKBERRY STREET WIDENING PROJECT, NORTHWEST U. S. HIGHWAY 87 PROJECT AND DRAINAGE PROJECT 35-D-1 BY CONDEMNATION PROCEEDINGS.

\* \* \* \* \*

BE IT ORDAINED BY THE CITY OF SAN ANTONIO:-

1. The following sum is hereby appropriated out of International Airport Bond and Construction Fund #803-02, Federal Airport Aid Project #9-41-080-5709, in payment for statement attached hereto:

WILLIS A. PORTER  
814 West Hildebrand  
San Antonio, Texas. . . . . the sum of- \$150.00  
for services as appraiser on Parcel No. 2567.

2. The following sums are hereby appropriated out of Street Right of Way purchase Bonds, Series 1957, Fund #479-12, Loop 13 Skyway to Nacogdoches, in payment for statements attached hereto:

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas. . . . . the sum of- \$ 3.85  
for recording fee and State and County Taxes on Parcel  
No. 40-3766.

STEWART TITLE COMPANY  
514-21 Brady Bldg.  
San Antonio 5, Texas. . . . . the sum of- \$ 2.70  
for recording fee only on Parcel No. 23-3750.

STEWART TITLE COMPANY

514-21 Brady Bldg.  
San Antonio 5, Texas. . . . . the sum of- \$3.43  
for recording fee and taxes (State & County ) on Parcel  
No. 31-3757.

STEWART TITLE COMPANY

514-21 Brady Bldg.  
San Antonio 5, Texas. . . . . the sum of- \$3.30  
for recording fee of deed only on Parcel #6-3733.

3. The following sums are hereby appropriated out of Street Improvement Bonds, Series 1956, Fund #479-01, South Hackberry Street Widening, in payment for statements attached hereto:

NELSON CORY, JR., S.R.A

717 Ridgemont  
San Antonio, Texas. . . . . the sum of- \$350.00  
for services as appraiser and witness on Parcel 3026A.

PROFESSIONAL INVESTIGATORS

Transit Tower  
San Antonio 5, Texas. . . . . the sum of- \$ 75.18  
for investigation services on Cause #5,1028, Parcel No. 3026A.

FRED HUNTRESS, Clerk County Court at Law

Bexar County Court House  
San Antonio 5, Texas. . . . . the sum of- \$ 20.05  
for Court costs on Cause #5,0093, Parcel Nos. 2705 & 2706.

4. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund #479-13, Drainage Project 35-D-1, in payment for statements attached hereto:

STEWART TITLE COMPANY

514-21 Brady Bldg.  
San Antonio 5, Texas. . . . . the sum of- \$ 15.00  
for cancellation fee relocated right of way (property no longer  
required) on Parcel 3572.

5. The following sum is hereby appropriated out of expressway and Street Improvement Bond, Series 1955, Section "A", Fund #478-01, in payment for statement attached hereto:

Ferguson Map Company

112 Dwyer Avenue  
San Antonio, Texas. . . . . the sum of- \$ 1.50  
for a Bexar County Plat Record on Parcel 2499I.

6. PASSED AND APPROVED this 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 215 ✓

ABANDONING AND CLOSING AN UNIMPROVED PORTION OF JOYCE STREET,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED  
THEREFOR TO HOLLIS HOOD AND WIFE, OLA MAE HOOD FOR AN IN  
CONSIDERATION OF \$400.00.

\* \* \* \* \*

WHEREAS Hollis Hood and wife, Ola Mae Hood have petitioned for the closing of a portion of Joyce Street in NCB 7313; and,

WHEREAS Hollis Hood and wife, Ola Mae Hood, have agreed to pay the City of San Antonio, \$400.00 for the closing of this portion of Joyce Street; and,

WHEREAS the abandoning, closing and quitclaiming of this portion of Joyce Street has been recommended and approved by the various City Departments, Planning Commission, and the petitioners own all the property abutting said portion of Joyce Street; NOW, THEREFORE:

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

1. The portion of Joyce Street in NCB7313, more particularly described in Quitclaim Deed attached hereto and made a part hereof by reference, is hereby abandoned and closed.

2. The City Manager is hereby authorized to execute a quitclaim deed for the aforementioned portion of Joyce Street to Hollis Hood and wife, Ola Mae Hood for and in consideration of \$400.00.

3. A Quitclaim Deed will not be delivered to Hollis Hood and wife, Ola Mae Hood, until such time as proper replatting has been accepted by the City of San Antonio.

4. PASSED AND APPROVED this 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST:: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 216

*Condemnation*

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: TO PROVIDE RIGHT OF WAY FOR PUBLIC DRAINAGE AND FLOOD CONTROL (STORM DRAINAGE PROJECT 9 & 9A); AND, DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

\* \* \* \* \*

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

1. Public necessity requires that the City of San Antonio acquire certain privately owned real property situated within its corporate limits for public purposes, to-wit: To provide right of way for Storm Drainage Project 9 & 9A, said right of way to be used in the construction and improvement of Storm Drainage facilities and purposes incidental thereto, as shown by a map prepared by the Department of Public Works and filed in the office of the City Clerk.

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

3. PASSED AND APPROVED this the 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 217

ACCEPTING THE HIGH BIDS FOR THE OLMOS BASIN GRAZING LEASES AND AUTHORIZING THE CITY MANAGER TO EXECUTE LEASES TO THE HIGH BIDDERS.

\* \* \* \* \*

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

1. The following high bids submitted for the Olmos Basin Grazing Leases are hereby accepted:

<u>HIGH BIDDER</u>	<u>TRACT NO. AND ACREAGE</u>	<u>AMOUNT OF BID</u>
Jack Sellers	Tract #1 - 64 acres	\$1.51 per acre per year on all 4 tracts.
490 Terry Court	Tract #4 - 45 acres	
	Tract #6 - 50 acres	
	Tract #7 - 20 acres	

Tom Slick Tract #5 - 26 acres \$3.00 per acre per year.  
200 National Bank of Commerce Bldg.

Charles F. Urschel Tract #2 - 81 acres \$3.00 per acre per year.  
(Double U Ranch)  
2012 National Bank of Commerce Bldg.

2. All other bids on the above-mentioned tracts are hereby rejected.

3. The City Manager is hereby authorized to execute the above-mentioned leases, for a term of 2 years, to the high bidders.

4. PASSED AND APPROVED this 14th day of January , A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 218

*✓*  
*Building Permits*

APPROVING THE LOCATION OF THE NEW JAIL-POLICE STATION PROJECT; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH PROJECT; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN; AND, DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY OWNED REAL PROPERTY SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: TO PROVIDE SITE FOR CITY AND COUNTY JAIL, POLICE HEADQUARTERS AND PUBLIC PURPOSES INCIDENTAL THERETO, AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION, CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

\* \* \* \* \*

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

1. The location of the site for the Jail-Police Station Project consisting of portions of New City Blocks 292, 293 and 915, as indicated by the shaded area on the map filed herewith in the Office of the City Clerk is hereby approved. The aforesaid map is incorporated herewith for reference for all purposes.

2. The outer boundaries of the Jail-Police Station Project as shown by said map are hereby and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

3. The responsible officials of the City of San Antonio are hereby directed to refuse any building permits for the erection of any structure within and upon the proposed project established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed, where the cost of repairs or reconstruction is in excess of 25% of the value of the structure before the fire or for the repair of any existing structures when the cost of 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.

4. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes to-wit: to provide site for the City and County Jail, Police Headquarters and public purposes incidental thereto.

5. Said privately owned real property is described as follows to-wit:

All or portions of new City Blocks 292, 293 and 915 situated within the corporate limits of San Antonio, Bexar County, Texas, being more particularly described on maps and plats thereof filed in Office of City Clerk.

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

7. PASSED AND APPROVED this the 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 219

AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION TO PURCHASE CERTAIN PROPERTY FROM LONE STAR LAND DEVELOPMENT COMPANY, FOR THE PROPOSED RIGHT OF WAY FOR HIGHWAY 90, WEST.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute an option to purchase certain property from Lone Star Land Development Company, for the proposed right of way for Highway 90, West; said property being more particularly described in the Option Agreement attached hereto and made a part hereof by reference.

2. PASSED AND APPROVED THIS 14th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

OPTION AGREEMENT

STATE OF TEXAS )  
COUNTY OF BEXAR )

LONE STAR LAND DEVELOPMENT CO., a Texas Corporation, hereinafter referred to as "Lone Star", and the CITY OF SAN ANTONIO, TEXAS, hereinafter referred to as "City", do hereby agree as follows:

I.

For and in consideration of TEN DOLLARS (\$10.00) to it in hand paid, Lone Star does hereby grant to the City the option to purchase from Lone Star the sixty-two (62) lots described in Schedule A, attached hereto and incorporated herein by reference as if fully set out, on the following terms:

- 1. This option shall remain in effect through December 31, 1961.
- 2. The City may purchase all of said lots for a total consideration of Twenty-eight Thousand Five Hundred Dollars (\$28,500.00). If this option is exercised, the City shall, in addition, pay Lone Star an amount equal to any increase in ad valorem taxes on the above described property after calendar year 1959.
- 3. If this option is exercised after January 1, 1961, the City shall pay, in addition to the agreed purchase price, interest at the rate of six per cent (6%) per annum in said agreed purchase price from January 1, 1961, until the date the payment of the purchase price hereunder is made. This option shall expire completely if not exercised by December 31, 1961.

EXECUTED this 14 day of January, 1960.

LONE STAR LAND DEVELOPMENT CO.  
By: /s/ Gus B. Preissman  
CITY OF SAN ANTONIO, TEXAS  
By: /s/ Jack Shelley

SCHEDULE A

All of the following described property located in Madonna Village Subdivision, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 2222, page 73, of the Bexar County Plat Records:

- Lot 1, 2 23 and 24, Block 11, NCB 11346;
- Lots 1, 2, 23 and 24, Block 14, NCB 11349;
- Lots 1, 2, 23 and 24, Block 21, NCB 11354;
- Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Blk. 10, NCB 11345;
- Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Blk. 15, NCB 11350;
- Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Blk. 20, NCB 11353;
- Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22, Blk. 24, NCB 11357;
- Lot 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Blk. 29, NCB 11360.

APPROVED THIS 14 day of January, 1960.

LONE STAR LAND DEVELOPMENT COMPANY  
By: /s/ Gus B. Preissman, President  
CITY OF SAN ANTONIO  
By: /s/ B. J. Shelley, Asst. City Mgr.

AN ORDINANCE 28, 220

✓  
*Condemnation*

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: FOR RIGHT OF WAY FOR A BRIDGE OVER THE SALADO CREEK, SAME TO BE A PART OF THE NEW RIGHT OF WAY OF RITTIMAN ROAD (RITTIMAN ROAD BRIDGE PROJECT); AND, DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

\* \* \* \* \*

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

1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes, to-wit: For right-of-way for a bridge over the Salado Creek, same to be a part of the new right-of-way of Rittiman Road (Rittiman Road Bridge Project).

2. Such privately-owned real property is described as follows, to-wit:

A part of Tracts A, B and N of New City Block 12174.

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

4. PASSED AND APPROVED this 14th day of January, A.D., 1960.

J. FRANK GALLAGHER, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 221

AUTHORIZING TRANSFER OF \$1,755.85 OUT OF ALLEY PARTICIPATION DEPOSIT FUND NO. 770 AND \$1,412.57 OUT OF GENERAL FUND ACCOUNT NO. 09-04-06 TO ALLEY PARTICIPATION CONSTRUCTION FUND NO. 481, AND APPROPRIATING \$3,168.42 OUT OF ALLEY PARTICIPATION CONSTRUCTION FUND FOR USE BY CITY FORCES IN THE CONSTRUCTION OF ALLEY PAVING PROJECT NO. 6-A.

\* \* \* \* \*

WHEREAS, the City failed to receive acceptable bid within the cost price estimated for the paving of alleys in Project No. 6-A; and,

WHEREAS, it is the recommendation of the City Manager that the City forces accomplish said work on a reimbursement basis; NOW, THEREFORE,

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

1. The sum of \$1,755.85 is hereby transferred out of Alley Participation Deposit Fund No. 770 and the sum of \$1,412.57 is hereby transferred out of General Fund Account No. 09-04-06, for a total of \$3,168.42 to Alley Participation Paving Construction Fund No. 481, and the sum of \$3,168.42 is hereby appropriated out of Alley Participation Paving Construction Fund No. 481 to be used by City forces in the construction of Project No. 6-A.

2. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 222

*Particip Paving*

ACCEPTING THE LOW BID OF COLGLAZIER CONSTRUCTION COMPANY, IN THE AMOUNT OF \$47,844.40, FOR THE RECONSTRUCTION OF URBAN CREST DRIVE FROM HASKIN DRIVE TO HARRY WURZBACH HIGHWAY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$47, 844.40 OUT OF FUND NO. 479-11, PARTICIPATION PAVING BOND FUND, PAYABLE TO COLGLAZIER CONSTRUCTION COMPANY IN CONNECTION THEREWITH; AND TRANSFERRING \$17,271.61 OUT OF STREET PARICIPATION DEPOSIT FUND NO. 740 TO STREET PARTICIPATION PAVING BOND FUND NO. 479-11.

\* \* \* \* \*

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

1. The low bid of Colglazier Construction Company, in the amount of \$47,844.40, for Participation Paving Project No. 33, Urban Crest Drive, is hereby accepted.
2. The City Manager is hereby authorized to enter into and execute the standard City construction contract with Colglazier Construction Company for Participation Paving Project No. 33.
3. The sum of \$47,844.40 is hereby appropriated out of No. 479-11, Participation Paving Bond Fund, payable to Colglazier Construction Company, in connection with the contract authorized in Paragraph 2 above.
4. The sum of \$17,271.61 is hereby transferred out of Street Participation Deposit Fund No. 740 to Street Participation Paving Bond Fund No. 479-11.
5. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 223

CONSENTING TO THE TERMS OF AN ASSIGNMENT EXECUTED BY HARRIS ENGINEERING & CONSTRUCTION INC. ASSIGNING TO WALTER STEVES ALL OF THE RIGHTS OF HARRIS ENGINEERING AND CONSTRUCTION INC. IN AND TO THE CONTRACT ENTERED INTO BETWEEN HARRIS ENGINEERING & CONSTRUCTION INC. AND THE CITY OF SAN ANTONIO DATED THE 26TH DAY OF NOVEMBER, 1958 FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS IN THE CITY OF SAN ANTONIO, KNOWN AS PARTICIPATION PAVING PROJECT "C", AND AUTHORIZING WALTER STEVES TO SUBLET SAID CONTRACT TO R. E. LANHAM DBA R. E. LANHAM, CONTRACTOR; PROVIDING THAT HARRIS ENGINEERING & CONSTRUCTION INC. SHALL NOT BE RELEASED FROM ITS OBLIGATIONS ARISING OUT OF SUCH CONTRACT AND THAT NEITHER HARRIS ENGINEERING & CONSTRUCTION INC. NOR THE AETNA CASUALTY AND SURETY COMPANY SHALL BE RELEASED FROM THEIR OBLIGATIONS TO THE CITY ARISING OUT OF THE EXECUTION BY THEM AS PRINCIPAL AND AS SURETY, RESPECTIVELY, OF THE PERFORMANCE BOND OF THE SAME DATE; PROVIDING FURTHER THAT SAID ASSIGNMENT AND SUBLETTING SHALL BE SUBJECT TO ALL OF THE RIGHTS OF THE CITY UNDER THE TERMS OF SAID CONTRACT AND UNDER THE LAWS OF THE STATE OF TEXAS; DECLARING AN EMERGENCY, AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

\* \* \* \* \*

WHEREAS, the City Council of the City of San Antonio has heretofore, by an ordinance duly passed and enacted on the 16th day of October, 1958, as amended by an ordinance duly passed and enacted on the 18th day of December, 1958 determined and declared the necessity for and ordered the improvement of the hereinafter described streets and avenues, or portions thereof, of the City of San Antonio within the limits below set forth, and has determined to assess a portion of the cost of such improvements against the properties abutting the streets and avenues, or portions thereof, to be improved, and against the real and true owners thereof, and against the railways using, occupying or crossing such streets and avenues, or portions thereof, for the improvements within the areas between and under rails, tracks, double tracks, turn-outs and switches and two feet on each side thereof, said streets and avenues, or portions thereof, described as follows: to-wit, said project being known as San Antonio Participation Paving Project "C"; to-wit:

PROJECT "C" - October 16, 1958

CITY OF SAN ANTONIO, TEXAS

UNIT	STREET OR AVENUE	FROM	TO	WIDTH
C-1	Adele	SPL Stever	NPL Vanderbilt	27'
C-3	Arthur	EPL New Braunfels	WPL Gevers	30'
C-4	Ash	SPL Hood	NPL Carson	30'
C-5a	Burnet	EPL Gever	WPLs Hudson St. & Lot 5, NCB 1348	30'
C-5b	Burnet	WPLs Hudson St. & Lot 5, NCB 1348	EPL Walters	36'
C-6a	Burleson	EPL St. Martin	WPL Gevers	30'
C-6b	Burleson	EPL Gevers	WPL Mittman	42'
C-7	Canton	WPL St. James	EPL Palmetto	30'
C-8	Center	WPL Monumental	EPL Pine	30'
C-9	Center	EPL Palmetto	WPL New Braunfels	30'
C-10	Center	EPL Polaris	WPL Walters	30'
C-11	Cherry	SPL Sherman	SPL Milam	30'
C-12	Chicago	EPL New Braunfels	WPL Stanfield	30'
C-13	Dakota	EPL New Braunfels	WPL Vargas	30'
C-14	Dawson	SPL North Pine	WPL N. Monumental	30'
C-15	Day Road	NPL Rigsby	SPL Drexel	27'
C-16	Delmar	EPL Nopal	WPL Gevers	30'
C-17	Drexel	EPL Artesia	A point 12' W of EPL Lot 27, NCB 10750 & a point 48' E of WPL of Tract A, NCB 10318	27'
C-18	Driess	EPL Virginia	WPL Indiana	30'
C-21a	Hays	WPL Hudson	EPL Walters	36'
C-21b	Hays	WPL Walters	EPL Rio Grande	30'
C-22	Howard	NPL Park	SPL Alley	24'
C-23	Indiana	EPL Hoefgen	WPL Walnut	30'
C-24	Indianola	EPL Wyoming	WPL North	30'
C-25	Lamar	WPL Gevers	EPL Lockhart	30'
C-26	Lamar	EPL Walters	WPL Grimes	30'
C-27	Lasses	WPL Crawford	WPL Cooke Court	26.5'
C-28	Leopold	EPL S. Presa	WPL Peach	27'
C-29	E. Magnolia	EPL N. St. Mary's	A point 6' E of EPL of Lot 6 NCB 6391 & a point 16' E of WPL of Lot 11, NCB 6461	27'
C-30	Maryland	EPL Hedges	WPL Grimes	30'
C-31	Maverick	NPL Cypress	SPL Laurel	30'
C-32	Mesquite	NPL Nolan	SPL Burleson	30'
C-33	Milam	EPL Cherry	WPL Mesquite	40'
C-34	Montana	EPL New Braunfels	WPL Gevers	30'
C-35	Monumental	SPL Wyoming	NPL Dakota	30'
C-36	Muncey	SPL Carson	NPL Mason	27'
C-37	Nebraska	EPL Piedmont	WPL Palmetto	30'
C-38	Nevada	EPL New Braunfels	WPL Gevers	42'
C-39	Olive	NPL Aransas	SPL Indiana	30'
C-40	Orphan	EPL Gevers	WPL Mittman	27'
C-41	Palmetto	NPLs Arthur St. & Lot 6, NCB 1655	SPL Lamar	30'
C-42	Paschal	NPL Myrtle	SPL Dewey	30'
C-43	Paso Hondo	EPL Palmetto	WPL New Braunfels	30'
C-44	Paso Hondo	WPL Walters	EPL Gevers	30'
C-45	Piedmont	SPL Haggin	NPL Astor	27'
C-47	Russell	EPL Aganier	WPL Lot 14, NCB 1867 & a point 20' E. of WPL of Lot 7, NCB 1876	33.5'
C-48	St. Charles	SPL Burleson	NPL Lamar	30'
C-49	Schley	EPL Adele	WPL Clark	30'
C-50	Shenandoah	SPL Virginia	NPL Utah	30'
C-51	Sherman	EPL Cherry	West to RR Tracks	38.7'
C-52	Sherman	EPL Pine	WPL Muncey	30'
C-53	Spruce	NPL Virginia	SPL Iowa	30'
C-54	Sweet	WPL South Main	EPL South Flores	30'
C-55	Utah	EPL PINE	WPL Dreiss	30'
C-56	Wahrmund	EPL Groos	WPL Russi	30'
C-57a	Walters	SPL Montana	SPL Hedges	42'
C-57b	Walters	NPLs Nevada St. & Lot 15, NCB 1518	NPL Nebraska	42'
C-58	Westfall	EPL Nopal	WPL Gevers	30'
C-59	Willow	SPL Sherman	NPL Burleson	30'
C-60	Yucca	WPL Amanda	WPL Aurelia St. & a point 15' W of EPL of Lot 14, NCB 10282	30'
C-61	Hudson	NPL Burnet	SPL Hays	36'
C-62	Walters	NPL Burnet	SPL Hays	30'

WHEREAS, the City of San Antonio has heretofore entered into a contract with Harris Engineering & Construction Inc., dated November 26, 1958, for the construction of such street improvements; and

WHEREAS, said Harris Engineering & Construction Inc. has, as principal, executed and delivered to the City of San Antonio, its 100% performance bond in the sum of \$419,556.51, which bond has been executed by The Aetna Casualty and Surety Company, as surety; and

WHEREAS, after due and proper notice, a hearing on special benefits was held on the 8th day of January, 1959 at 8:30 o'clock A.M. and on such date was closed and certain assessments were on such date, by ordinance, levied against the properties abutting the streets or avenues, or portions thereof, to be improved, and against the owners thereof and against the railways using, occupying or crossing said streets or avenues, or portions thereof, to be improved, and against the roadbeds, ties, rails, fixtures, rights and franchises; and

WHEREAS, pursuant to the authority retained by it, the City has abandoned the construction of the proposed improvements in certain of the improvement units by ordinances passed, adopted, and enacted on the 9th day of March, 1959 and on the 9th day of July, 1959; and

WHEREAS, Harris Engineering & Construction Inc. has entered into the performance of the aforementioned contract but finds itself unable to complete said contract as the result of lack of funds and has advised the City Council to such effect; and

WHEREAS, the City, under the terms of the aforementioned contract, has the right to take possession of said work and to complete same in any manner that it may deem proper or to order said work completed and to charge all of such costs of completion to said contractor, and, in case such costs and expenses of completion shall be less than the amount which would have been payable under said contract if the same had been completed, to forfeit all rights which the contractor may have to such differences; and

WHEREAS, The Aetna Casualty and Surety Company, under the terms of its agreement with the contractor, has the right to take possession of the work under said contract and to complete the same; and

WHEREAS, Walter Steves, a resident of the City of San Antonio, Executed an indemnity agreement dated november 26, 1958 agreeing to indemnify The Aetna Casualty and Surety Company against loss on such bond to the extent of \$50,000.00, a copy of which indemnity agreement has been filed with the Director of Public Works of the City of San Antonio; and

WHEREAS, the Aetna Casualty and Surety Company has filed with the Director of Public Works of the City of San Antonio an instrument consenting to the exercise by said Walter Steves of the rights of said surety to take possession of said work and to complete same, including the right to sublet such contract; and

WHEREAS, Harris Engineering & Construction Inc. has executed and delivered to Walter Steves an assignment assigning to said Walter Steves the aforementioned contract and all of its rights, title and interest therein, subject to the approval of the City Council of the City of San Antonio; and

WHEREAS, said Walter Steves has agreed, subject to the approval of this Council, to subcontract the work under such contract to R. E. Lanham dba R. E. Lanham, Contractor; and

WHEREAS, the City Council of the City of San Antonio does not at this time desire to take possession of said work and complete same at the cost and expense of the contractor and of its surety on its bond but is willing to consent to the assignment by Harris Engineering & Construction Inc. of said contract and of all of its rights, title and interest therein to Walter Steves and is willing to consent to the subcontracting of said work by Walter Steves to R. E. Lanham dba R. E. Lanham, Contractor, with the understanding that neither said assignment nor subletting shall in any manner release or diminish the responsibility of Harris Engineering & Construction Inc. on the aforementioned contract nor the responsibility of Harris Engineering & Construction Inc., as principal, nor the responsibility of The Aetna Casualty and Surety Company, as surety, on said bond, and with the further understanding that said assignment and subletting shall be and remain subject to all rights which the City of San Antonio may have under the terms rights which the City of San Antonio may have under the terms of the aforementioned contract or under applicable laws of the State of Texas; none of which rights are hereby waived.

NOW, THEREFORE:

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

1. The City of San Antonio hereby gives its consent and approval to the terms of that certain assignment executed by Harris Engineering & Construction Inc. to Walter Steves, under the provisions of which Harris Engineering & Construction Inc. assigns and transfers to said Walter Steves that certain contract entered into between it and

the City of San Antonio, dated the 26th day of November, 1958, for the construction of certain street improvements to a portion of Adele Street and certain other streets and avenues, or portions thereof (known as Participation Paving Project "C") and all of its rights, title and interest in said contract, and all of its rights, title and interest in and to any and all monies and other consideration to become due and payable under the terms of such contract, including all rights which it may have in any of the assessments heretofore levied by the City against properties abutting such streets or avenues, or portions thereof, to be improved and against the owners thereof and including all rights which it may have to receive the certificates of special assessment issued to evidence such assessments upon the completion of said improvements.

2. This consent is granted on the understanding and condition that neither the responsibility of said Harris Engineering & Construction Inc. on said contract, nor the responsibility of Harris Engineering & Construction Inc., as principal, nor of The Aetna Casualty and Surety Company, as surety, on said bond shall be hereby released or diminished and on the further understanding and condition that the rights of said assignee shall be, and remain, subject to all of the rights of the City as set forth in the aforementioned contract, or as otherwise provided by applicable laws of the State of Texas.

3. The City Manager is hereby authorized to endorse on the copy of said contract the consent of the City to said assignment, a copy of which assignment has been filed with the Public Works Director.'

4. The City does hereby further consent to the subletting of said contract by Walter Steves to R. E. Lanham dba R. E. Lanham, Contractor, and the City Manager is (subject to the same terms and conditions as heretofore set out in Paragraphs land 2 hereof with reference to the assignment of said contract) authorized to endorse on the contract the consent of the City to said subletting, a copy of said subcontract having been filed with the Department of Public Works.

5. The fact that numerous streets and avenues, or portions thereof, as listed in this ordinance are in such poor condition that the health and safety of the public is endangered and the fact that the improvement of such streets and avenues, or portions thereof, will eliminate dust and stagnant water and dangerous traffic conditions and the fact that no progress toward the completion of the improvements to such streets and avenues, or portions thereof, has been made since approximately the first day of November, 1959, creates an emergency requiring this ordinance to take effect immediately, and therefore this ordinance shall be and become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 14th day of January 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

We agree and accept this the 13th day of January, 1960  
CORA PAYNE, PRES., FIRST OF TEXAS CORP.

We agree this the 13th day of January, 1960.

W. PITTMAN, ASS. SECY. TREAS.  
HARRIS ENTINEERING AND CONSTRUCTION CO.

We agree and accept this the 13th day of January, 1960.

/s/ WALTER STEVES  
/s/ R. E. LANHAM, dba  
R. E. LANHAM, CONTRACTOR

We agree this the 12th day of January, 1960, and expressly acknowledge that the work to be done under this assignment shall be covered and included within the Contractor's Bond executed November 26, 1958, By Harris Engineering and Construction, Inc., the assignor herein, and Aetna Casualty & Surety Company for the work here involved which is known as Participation Paving Project "C".

/s/ M. D. CRUMPACKER  
AETNA CASUALTY & SURETY COMPANY

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on November, 26, 1958, the City of San Antonio entered into a contract with Harris Engineering and Construction, Inc. for improving certain streets and avenues or portions thereof; such contract is known as Participation Paving Project "C", and,

WHEREAS, on November 26, 1958, a construction bond in the amount of \$419,556.51 was executed by Harris Engineering and Construction, Inc., principal, and Aetna Casualty and Surety Company, as surety, payable to the City of San Antonio, a municipal corporation of the County of Bexar and the State of Texas, and,

WHEREAS, on November 26, 1958, Harris Engineering and Construction, Inc., together with Walter Steves executed an Application for Performance and Payment Bond and Indemnity Agreement, covering the above bond on Project "C", said agreement provided that Walter Steves was indemnitor to the extent of \$50,000.00, and

WHEREAS, Harris Engineering and Construction, Inc., principal on the said bond and contractor, has defaulted, abandoned and failed to complete Participation Paving Project "C" according to the terms and conditions of said contract, and

WHEREAS, under the provisions of Application for Performance and Payment Bond and Indemnity Agreement dated November 26, 1958, and specifically that paragraph entitled Fourth (a), the Aetna Casualty and Surety Company has certain rights in the event of any abandonment or forfeiture of the contract guaranteed by such bond; such paragraph provides in substance that in the event of any abandonment or forfeiture of the contract guaranteed by such bond the Aetna Casualty and Surety Company shall have the right at their election to take possession of the work under the construction contract and to complete or to contract for the completion of the same, and,

WHEREAS, Aetna Casualty and Surety Company has agreed to Waive its rights to take possession, complete or contract for the completion of the work as against Harris Engineering and Construction, Inc., in favor of Walter Steves, indemnitor in said application, and consents to the action by Walter Steves in accepting an assignment from Harris Engineering and Construction, Inc. of all its right, title and interest in said construction contract, Aetna Casualty and Surety Company further consents to the action by Walter Steves in entering into an agreement with a contractor to complete the work on Project "C".

NOW, THEREFORE, for and in consideration of the mutual covenants and promises moving between the parties and other good and valuable consideration, Aetna Casualty and Surety Company consents to the assignment from Harris Engineering and Construction, Inc. to Walter Steves of all its right, title and interest in the construction contract, known as Participation Paving Project "C", and further waives its said rights of possession and completion which it has as against Harris Engineering and Construction, Inc. in favor of Walter Steves, as set forth in the application referred to above dated November 26, 1958. The Aetna Casualty and Surety Company agrees to such action by Walter Steves in taking over this contract, in order to minimize the damages resulting from the default by Harris Engineering and Construction, Inc. upon the construction contract, and this action shall not increase his liability to Aetna Casualty and Surety Company in an amount greater than \$50,000.00, such amount being his liability to the Aetna Casualty and Surety Company as indemnitor under the Application for Performance and Payment Bond and Indemnity Agreement executed November 26, 1958.

EXECUTED this 11th day of January, A.D., 1960.

AETNA CASUALTY AND SURETY COMPANY

By: /s/ M. D. Crumgrader

THE STATE OF TEXAS            |

COUNTY OF BEXAR               |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Harris Engineering & Construction Inc., has entered into a contract with the City of San Antonio, Texas dated the 26th day of November, 1958 for the improvement of certain streets or avenues, or portions thereof, which construction job is known as San Antonio Participation Paving Project "C", and

WHEREAS, the undersigned, Harris Engineering and Construction Inc., has executed and delivered to the City of San Antonio, as principal, its 100% performance bond in the sum of \$419,556.51, which bond has been executed by the Aetna Casualty & Surety Company, as surety; and

WHEREAS, Harris Engineering & Construction Inc. has entered into the performance of the aforementioned contract but finds itself unable to complete said contract, as the result of lack of funds; and

WHEREAS, pursuant to the authority retained by it, the City has abandoned the construction of the proposed improvements in certain of the improvement units by ordinances passed, adopted and enacted on the 9th day of March, 1959 and on the 9th day of July, 1959; and

WHEREAS, the City, under the terms of the contract with the undersigned, Harris Engineering & Construction Inc., has the right to take possession of said incomplete work and to complete same in any manner that it may deem proper or to order said work completed and charge all of such costs of completion to said contractor, and in case such costs and expenses of completion shall be less than the amount which would have been payable under said contract, if the same had been completed, to forfeit all rights which the undersigned may have to such difference; and

WHEREAS, The Aetna Casualty and Surety Company, under the terms of its agreement with the undersigned, has the right to take possession of the work under the contract and to complete the same; and

WHEREAS, Walter Steves, a resident of the City of San Antonio, on the 26th day of November, 1958 executed an indemnity agreement agreeing to indemnify the Aetna Casualty and Surety Company against loss on such bond to the extent of \$50,000.00, a copy of which indemnity agreement has been filed with the Director of Public Works of the City of San Antonio; and

WHEREAS, The Aetna Casualty and Surety Company has filed with the Director of Public Works of the City of San Antonio an instrument consenting to the exercise by said Walter Steves of the rights of said surety company to take possession of said work and to complete same, including the right to sublet such contract;

NOW, THEREFORE, in consideration of the premises, Harris Engineering and Construction Inc. does hereby assign, transfer and convey to Walter Steves the aforementioned contract between it and the City of San Antonio, and all of its right, title and interest therein; together with all of its right, title and interest in and to any funds and monies owing to it by the City of San Antonio for work completed or to be completed under the terms of said contract; together with any and all rights which it may have under the terms of said contract to have issued and delivered to it by the City of San Antonio, certificates of special assessment evidencing the levy of assessments against the owners of properties abutting the streets or avenues, or portions thereof, improved or to be improved, for a portion of the cost of such improvements including all rights which the undersigned may have in the assessments heretofore levied by the City of San Antonio against such properties and the owners thereof; together with all rights which may inure to the benefit of the undersigned under the terms of that certain fiscal agency contract entered into between First of Texas Corp. and the City of San Antonio, dated November 26, 1958; together with all rights which it may have to any cash or escrowed payments which would otherwise be payable to it upon the completion of the improvements or of a group of improvements, whether such cash or escrowed amounts be in the hands of the National Bank of Commerce of San Antonio, or in the hands of a title company or in the hands of some other person; and for the same consideration, the undersigned does hereby authorize said Walter Steves to receive and take delivery of any such escrowed funds or cash and receipt therefor and does authorize said National Bank of Commerce of San Antonio, Texas, or any title company, or other person who may hold any such cash or escrowed payments for payment over to the undersigned upon completion of any of such improvements, to pay such funds jointly over to said Walter Steves and to First of Texas Corp., the fiscal agent of the City, pursuant to the provisions of sub-paragraphs "c" and "e" of Article III of the aforementioned fiscal agency contract entered into between the City of San Antonio and First of Texas Corp. dated the 26th day of November, 1958.

This assignment shall in no manner release or diminish the responsibility of Harris Engineering & Construction Inc. on the aforementioned contract between it and the City of San Antonio, nor the responsibility of it as principal, nor that of The Aetna Casualty and Surety Company, as surety, on the performance bond furnished in connection with such contract, and this assignment shall be and remain subject to all rights which the City of San Antonio may have under the terms of said contract or under applicable laws of the State of Texas.

TO HAVE AND TO HOLD the above described rights, titles and interests unto the said assignee, his heirs, administrators and assigns forever.

Executed this the 9th day of January, 1960.

HARRIS ENGINEERING & CONSTRUCTION INC.

By /s/ Jerome D. Harris, Pres.

AN ORDINANCE 28, 224

ACCEPTING THE LOW BID OF CAGE BROS., IN THE AMOUNT OF \$16,408.21, FOR STORM DRAINAGE PROJECT NO. B-73; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT; AND APPROPRIATING \$16,408.21 OUT OF NO. 479-13, STORM DRAINAGE IMPROVEMENT BOND FUND, SERIES 1957, IN CONNECTION THEREWITH.

\* \* \* \* \*

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

1. The attached low bid of Cage Bros., in the amount of \$16,408.21, for the construction of Storm Drainage Project No. B-73 is hereby accepted.
2. The City Manager is authorized to enter into the standard City construction contract with Cage Bros. for the work of the project outlined in Paragraph 1 above.
3. The sum of \$16,408.21 is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, payable to Cage Bros., in connection with the contract authorized in Paragraph 2 hereof.
4. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 225

APPROPRIATING \$1,000.00 OUT OF STREET IMPROVEMENT BOND FUND, NO. 479-01, SERIES 1956, TO BE USED FOR MISCELLANEOUS CONTINGENCIES ON THE RECONSTRUCTION OF HACKBERRY STREET, PROJECT 479-01-22.

\* \* \* \* \*

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

1. The sum of \$1,000.00 is hereby appropriated out of Street Improvement Bond Fund, No. 479-01, Series 1956, to be used for Miscellaneous Contingencies on the reconstruction of Hackberry Street, Project 479-01-22. This appropriation is necessary due to the increase in the contract price of said project.

2. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

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AN ORDINANCE 28, 226

APPROPRIATING \$970.00 OUT OF STORM DRAINAGE BOND FUND NO. 479-13, 1957 SERIES, PAYABLE TO M. R. MITCHELL & ASSOCIATES, IN CONNECTION WITH STORM DRAINAGE PROJECT NO. 58-B.

\* \* \* \* \*

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

1. The sum of \$970.00 is hereby appropriated out of Storm Drainage Bond Fund No. 479-13, 1957 Series, payable to M. R. Mitchell & Associates for additional engineering fees in connection with Storm Drainage Project No. 58-B. Said appropriation is necessitated due to the increase in the estimated cost of construction of said project.

2. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

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AN ORDINANCE 28, 227 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND IRVING S. SELIGMAN FOR ENGINEERING SERVICES ON CERTAIN SEWAGE TREATMENT PLANT AND SEWER IMPROVEMENTS.

\* \* \* \* \*

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Irving S. Seligmann, hereinafter called "Engineer", as follows:

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Sewage Treatment Plant and Sewer Projects:  
SEWAGE TREATMENT PLANT EXPANSION FROM 68 MGD TO 80 MGD CAPACITY  
66 INCH STINSON FIELD OUTFALL SEWER LINE (Above work to be constructed in one or more contracts as determined by City and Engineer.)

SECTION I  
CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

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

B. Field Survey Phase:

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

C. Plans and Specification Phase:

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

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

ALIGNMENT

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

RIGHT-OF-WAY

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

UTILITIES

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

EXISTING IMPROVEMENTS

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

PROPOSED IMPROVEMENTS

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

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

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

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

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

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

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

D. Construction Layout Staking Phase:

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

STAKE-OUT

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

E. Construction Supervision Phase:

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

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

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

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

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

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

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

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

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

SECTION II  
PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV  
FEE SCHEDULE

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

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

A. Fee Schedule

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

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

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

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

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary	25	15	10	
Field Survey	10	15	20	
Plans and Specifications	35	35	35	
Construction Layout Staking	10	10	25	
Construction Supervision	20	25	10	
Use Column A for Storm Drainage Projects				
Use Column B for Sanitary Sewer Projects				
Use Column C for Street Construction Projects				
Use Column D for all other types of projects				

B. Method of Payment

Payment shall be made as follows:

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

Field Survey Phase  
 Plans & Specification Phase  
 Construction Layout Staking Phase --- partial payment may be made monthly upon submission of an invoice by the Engineer.

Construction Supervision Phase----- Payment will be made in monthly installments in proportions to the construction work completed and 15% of the total fee due in the construction phase will be retained and be paid within 30 days after acceptance of the completed project.

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

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

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

C. Services Not Included in Above Fees

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

<u>Service</u>	<u>Basis of Compensation</u>
(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of materials or equipment.	Furnished directly by City or to be agreed upon in writing.
(2) Restaking (to be done only when requested in writing by City)	
(a) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be done as specified in Section I-C (1) hereof, and a cut sheet based on such restake shall be prepared.	Salary cost plus 25% and reimbursement for other direct costs. Total cost not to exceed \$70.00 per 1,000 lineal feet of street.
(b) Drainage and sanitary sewer projects.	To be agreed on in writing.
(3) Additional copies of reports, and additional blueprint copies of drawings and specifications over ten unless otherwise agreed.	Direct costs at standard reproduction cost.
(4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project.	\$100.00 per diem for each day in which engineer's presence is required by Owner.
(5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments.	To be agreed upon in writing.
(6) Any extra services not included in contract but authorized by City in writing.	To be agreed upon in writing.

SECTION V  
 REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the City, such revisions of the preliminary drawing as may be required to meet the needs of the City, but after plans and specifications have been accepted and approved by the City, if a decision is subsequently made which, for its proper execution, involves extra services and expenses for change in, or addition to the drawings, specifications or other documents, of if the

Engineer is put to labor or expense by delay imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the percentage fee stipulated in this agreement. Compensation for such extra services and expense shall be at salary cost plus 100%, plus reimbursement for other direct costs.

SECTION VI  
OWNERSHIP OF DOCUMENTS

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

SECTION VII  
ARBITRATION OF DISPUTES

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

- A. The City and the Engineer shall each appoint an arbitrator, who together with shall select a third arbitrator.
- B. Arbitrators shall have full power to investigate such dispute, hear witnesses, examine papers, drawings, and documents, and take professional expert opinion thereon and shall arbitrate and decide such dispute to carry out the intentions of the parties and do justice between them. Their decision shall be a condition precedent to any court action.
- C. In the event arbitrators are unable to agree upon the selection of the third arbitrator, or having selected such arbitrator, the three arbitrators are unable to reach an agreement, then the arbitration shall be considered to have been exhausted.

SECTION VIII  
TERMINATION

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

SECTION IX  
ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 14th day of January, 1960, A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

3. Signed and accepted this 11th day of January, 1960, A.D.

/s/ IRVING S. SELIGMANN

AN ORDINANCE 28, 228

AUTHORIZING THE CITY MANAGER TO EXECUTE A PIPE LINE LICENSE AGREEMENT WITH THE CITY WATER BOARD AND THE MISSOURI PACIFIC RAILWAY COMPANY FOR THE RIGHT TO CROSS SAID COMPANY'S TRACKS WITH A 24 INCH WATER LINE.

\* \* \* \* \*

WHEREAS, the City and the City Water Board have requested that the Missouri Pacific Railway Company grant a license for the placement of a 24 inch water line under said company's railroad tracks at mile post 256 / 17, W. Elsmere Place, San Antonio, Bexar County, Texas: 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 pipe line license agreement with the City Water Board and the Missouri Pacific Railway.
- 2. The license agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 229

APPROPRIATING THE SUM OF \$750.00 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND FUND, SERIES 1955, SECTION A, #478-01, PAYABLE TO CRAWFORD B. REEDER, ATTORNEY AT LAW, FOR SERVICES IN CONNECTION WITH THE JURY TRIAL OF CAUSE NO. 50,069 STYLED CITY OF SAN ANTONIO VS. S. G. NELSON, ET UX, TRIED IN THE COUNTY COURT AT LAW NO. 3 OF BEXAR COUNTY.

\* \* \* \* \*

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

- 1. The sum of \$750.00 is hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955, Section A, No. 478-01, payable to Crawford B. Reeder, Attorney at Law, Alamo National Building, for services in connection with the jury trial of Cause No. 50,069 tried in County Court at Law No. 3 of Bexar County, Texas.
- 2. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 230

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

\* \* \* \* \*

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

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

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

OWNER - Alamo Title Company - Lot 5, Blk. 10, NCB 10122, Acct. No. 556-1605, 1956 1956 taxes on the foregoing described property were paid on August 18, 1958, however through error the same were carried forward on the delinquent roll and should now be deleted therefrom.

OWNER - Armed Forces Medical Aid Assn. - 1958 - Acct. No. 4557-2000 All personal property owned by the foregoing named concern was moved to Houston, Texas on September 1, 1957 and taxes assessed against the same in San Antonio for 1958 should be deleted from the delinquent tax roll.

OWNER - Askew Equipment Company - 1955 through 1958 - Acct. No. 4599-2000, and 1955 Acct. No. 4599-2002 The foregoing named concern is no longer in operation and is a defunct cooperation with no assets remaining. It is recommended that the personal property assessments for the years involved be deleted from the delinquent tax roll.

OWNER - Baker Tire Co., Inc. - 1957 - Acct. No. 4749-160 The foregoing named corporation was dissolved in 1958 and there are no assets. It is recommended by the Tax Attorney that 1957 personal property taxes be removed from the delinquent roll.

OWNER - Bama Pie - 1952 through 1955 - Acct. Nos. 4767 and 4767-100 The foregoing named concern was adjudicated a bankrupt in Cause No. 2329. Personal property taxes for the years involved should be deleted from the delinquent roll.

OWNER - F. A. Bennett - 1953 through 1957 - Lot 26, Blk. 6, NCB 6697 Acct. No. 72-2001 As a result of a reinspection of the improvements located on the foregoing described property by a city building appraiser, it is recommended that due to age and condition of the same, that assessed valuation be reduced to \$9,400.00 for years involved. Taxes in the amount of \$1,801.33 are to be collected.

OWNER - Bexar County - 1956 through 1958 - Lot D, NCB 12162 - Acct. No. 602-719 The foregoing described property is owned by Bexar County and is not subject to taxation. Taxes erroneously assessed against the same for the years involved should be deleted from the delinquent roll.

OWNER - Mike and Juliana Blanco - 1955 and 1956 - Lot 17, Blk. 22, NCB 8992 - Acct. No. 548-4209 This was shown in the delinquent tax roll as Lot 16 and later corrected to read Lot 17. Tax certificate had been issued on Lot 17; therefore, same should be cancelled from the delinquent tax roll as originally Lot 16 was in error on the delinquent tax roll.

OWNER - Dr. R. E. Bowen, Sr. - 1953 - Acct. No. 5208-0000 The foregoing named person died in the year 1954 and it is recommended by the Tax Attorney that personal property taxes for the year 1953 in the amount of \$9.18 for city and school taxes be cancelled from the delinquent tax roll.

OWNER - B and W Amusement Co. - 1952 - Acct. No. 4716-0000 We have been unable to locate the former owner of the foregoing named concern for the purpose of serving citation and it is recommended that the 1952 personal property taxes in the amount of \$34.30 be deleted from the delinquent tax roll.

OWNER - Ray Brink Garage - 1958 - Acct. No. 5287 Investigation by Tax Office determined that most of the subject personal property was moved to 1021 Bandera Road prior to June 1, 1958, and assessment should be reduced to include only the remaining equipment. \$.6.38 due.

OWNER - L. D. Carter - 1952, 1953, and 1956, Acct. No. 5710 The foregoing named person is now deceased leaving no known assets and it is recommended by the Tax Attorney that the personal property tax assessment for the years involved be deleted from the delinquent tax roll.

OWNER - L. J. Carvajal - 1958 - Acct. No. 5713-100 The foregoing named person was adjudicated a bankrupt in September, 1958, and it is recommended that personal property taxes for the year in the amount of \$25.20 be deleted from the delinquent tax roll.

OWNER - Catalani Banana co. - 1958 - Acct. 5775-100 A city personal property appraiser made an investigation of the Catalani Banana Co., 1500 South Zarzamora Street and found that 2 refrigeration vaults, 8 refrigeration blowers with 15,000 BTU, 2-5 HP compressors and 1 ten ton Water cooler; were sold to Sweeney and Co., Inc., on or before June 1, 1958, and it is his opinion that an assessed value of \$3,060 be deducted from the Catalani Banana Co., for the year 1958. \$111.65 due.

OWNER - City of San Antonio - The following described properties have been acquired by the City of San Antonio for expressway purposes, street widening, airport expansion, etc., and are not subject to taxation. Taxes for the years indicated should be removed from the delinquent tax roll.

Lot N. Irr. 37' of 1, Blk. 8, NCB 2816 - 1957 and 1958 - Account No. 45-152-2-2  
 Lot 14, Blk. 2, NCB 7663 - 1945 Acct. Nos. 87-1705 and 503-405  
 Lot 15, Blk. 37, NCB 10718 - 1958 - Acct. No. 138-2181  
 W. 50.6 ft. of S. 215.5 ft. of 438, NCB 7850 - 1954 and 1955 - Account No. 527-1084  
 Lot 25, Blk. 9, NCB 8889 - 1956 through 1958 - Acct. no. 545-990  
 Lot 26, Blk. 9, NCB 8889 - 1953 through 1958 - Acct. No. 545-991  
 6 1/2 (16 Ac.), NCB 12052 - 1958 - Acct. No. 599-2590  
 6-G & S. W. Irr. 53.08 ft. of 6-F (1.95 Ac.), NCB 12052 - 1958 - Acct. No. 599-2606  
 7-A (7Ac.), NCB 12052 - 1958 - Acct. No. 599-2608  
 7-B (5.65 Ac.), NCB 12052 - 1958 - Acct. No. 599-2610  
 7-D (5 Ac.), NCB 12052 - 1958 - Acct. No. 599-2613  
 7-F (8.75 Ac.), NCB 12052 - 1958 - Acct. No. 599-2617  
 7-I (10 Ac.), NCB 12052 - 1958 - Account No. 599-2624  
 7-J (6.81 Ac.), NCB 12052 - 1958 - Acct. No. 599-2626  
 7-K NCB 12052 - 1956 and 1957 - Account No. 599-2632  
 7-M, NCB 12052 - 1958 - Account No. 599-2633  
 7-N, NCB 12052 - 1958 - Account No. 599-2634  
 1 Tract .92 Ac. 7-L, NCB 12052 - 1958 - Account No. 599-2635

OWNER - Convenient Barber & Beauty Center - 1955 - Account No. 6169-1100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$10.00 be deleted from the delinquent tax roll.

OWNER - Marie E. Daniels - 1955 - Account No. 6410-1100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the foregoing year be removed from the delinquent tax roll.

OWNER - Daubert and Achning - 1955 - Acct. No. 6414-5100 We have been unable to identify the personal property involved and it is recommended by the Tax Attorney that the taxes for 1955 in the amount of \$17.95 be deleted from the delinquent tax roll.

OWNER - Bertha Dorn - 1956 through 1958 - Lots 28 and 29, Blk. 43, NCB 1589 - Acct. No. 24-2885 A report from the City Fire Department reflects that improvements located on the foregoing described property were destroyed by fire on January 27, 1956, and the assessed valuation thereof should be removed from the delinquent tax roll. Taxes in the amount of \$98.58 are to be collected.

OWNER - El Aguila Molino and Cafe - 1955 and 1956 - Acct. No. 6924 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Eastway, Inc. - 1958 - Acct. No. 138-1158, Lot 15, Blk. 2, NCB 10122 As a result of reinspection of the foregoing described property it is recommended that the 1958 valuation thereof be established at \$3,090.00 in order that same will be in conformance with value placed on similar properties in the surrounding areas. The assessment for 1959 has been corrected accordingly. Taxes in the amount of \$98.57 are to be collected.

OWNER - Edwards Grocery and Market - 1956 - Acct. No. 6900-1100 The former owner of the foregoing named concern is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - Ralph E. Fitzgibbon - 1955 - Acct. No. 7300 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Flooring Specialty Co. - 1954 - Acct. No. 7322-5001 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$9.18 be deleted from the delinquent tax roll.

OWNER - Ed Ford Serv. Station - 1954 - Acct. No. 7376-1000 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$15.30 be deleted from the delinquent tax roll.

OWNER - Fort Sam Houston Food Store - 1955 and 1956 - Acct. No. 7388-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the years involved in the amount of \$20.28 be deleted from the delinquent tax roll.

OWNER - Myrtle May Foster - 1955 - Acct. No. 7395-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.60 be deleted from the delinquent tax roll.

OWNER - Bill Fowler Motors - 1955 - Acct. No. 7406 -250 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$1.58 be deleted from the delinquent tax roll.

OWNER - Franks Bar - 1954 - Acct. No. 7416-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$11.32 be deleted from the delinquent tax roll.

OWNER - Fred's Place - 1955 - Acct. No. 7455-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.28 be deleted from the delinquent tax roll.

OWNER - Frenchy's Black Cat - 1954 and 1955 - Acct. No. 7473 The whereabouts of the former owners of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER - Ben F. Friedman - 1958 - Lot 1, Blk. 5, NCB 10674 - Acct. No. 138-1205 As a result of reinspection of the foregoing described property it is recommended that the 1958 valuation thereof be established at \$4630.00 in order that same will be in conformance with value placed on similar properties in the surrounding areas. The 1959 assessment has been corrected accordingly. Taxes in the amount of \$147.70 are due.

OWNER - Friendly Domino Club - 1955 - Acct. No. 7485-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$.95 be deleted from the delinquent tax roll.

OWNER - Friendly Ice & Grocery - 1954 and 1955 - Acct. No. 7485-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years in the amount of \$16.76 be deleted from the delinquent roll.

OWNER - Friendship Inn Nite Club - 1954 through 1958 - Acct. No. 7487 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years involved in the amount of \$50.59 be deleted from the delinquent tax roll.

OWNER - Andrew Garcia - 1953 - Account No. 7574-5002 The foregoing named person is now deceased leaving no known assets and it is recommended by the Tax Attorney that the personal property tax assessment for the year involved be deleted from the delinquent tax roll.

OWNER - Robert and Marina Gonzalez - 1949 - Lots 34 and 35, Blk. 19, NCB 7328 - Acct. No. 81-2259 Due to a clerical error, 1949 school taxes were paid on the foregoing described property on September 25, 1959 in the amount of \$12.38 whereas the same should have been \$12.83 resulting in \$.45 remaining on the delinquent roll that should now be removed therefrom.

OWNER - Dr. J. P. Gosnell - 1957 - Acct. No. 7936 Dr. Gosnell closed his office prior to June 1, 1957 and therefore assessment for that year should be removed from the delinquent tax roll.

OWNER - Gracies Beauty Shop - 1954 - Acct. No. 7948-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$3.90 be deleted from the delinquent tax roll.

OWNER - Greenwald Roofing and Foundation Co. - 1955 through 1957 - Acct. No. 8026-3050 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent tax roll.

OWNER - Hamburger King - 1954 - Acct. No. 8219-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$13.16 be deleted from the delinquent tax roll.

OWNER - Harndale Cafe - 1955 - Account No. 8286 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$12.54 be deleted from the delinquent tax roll.

OWNER - Harwell Hardware Store - 1956 - Acct. No. 8346 The foregoing named concern was not in operation on June 1, 1956 and the personal property assessment pertaining to that year should be deleted from the delinquent tax roll.

OWNER - Bill Heil Motors - 1957 - Acct. No. 8388 The foregoing named business had ceased operations prior to June 1, 1957 and should therefore be removed from the delinquent tax roll.

OWNER - Hein's Serv. Station and Garage - 1955 - A/C No. 8390-4999 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$25.20 be deleted from the roll.

OWNER - Hernandez Grocery - 1957 - Acct. No. 8451-0000 Personal property taxes in the amount of \$13.40 were erroneously charged against the foregoing named concern in 1957 and it is recommended that the same be deleted from the delinquent tax roll.

OWNER - H. B. Hitchcock - 1958 - Acct. No. 8577-150 It has been determined that the foregoing named person did not own any taxable personal property on June 1, 1958 and the assessment for that year in the amount of \$33.17 should be deleted from the delinquent roll.

OWNER - Inter-American Highway Assn. - 1955 - Acct. No. 8816 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$7.88 be deleted from the delinquent tax roll.

OWNER - International Garage - 1956 and 1957 - Acct. No. 8819 - The foregoing named concern ceased operation prior to June 1, 1956 and it is recommended that the personal property assessments for the years 1956 and 1957 in the amount of \$1.91 be deleted from the delinquent tax roll.

OWNER - Jimmie's Ice Drive Inn Center - 1952 and 1955 Acct. No. 8976 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years 1952 and 1955 in the amount of \$17.11 be removed from the delinquent tax roll.

OWNER - Joe Johann - 1945 and 1946 - Acct. No. 9003-7500 - The enforced collection of 1945 and 1946 personal property taxes is barred by the four year statute of limitations and it is recommended by the Tax Attorney at assessments for 1945 and 1946 on the foregoing named business be deleted from the delinquent tax roll.

OWNER - K. F. Jones - 1956 - Acct. No. 9080-100 - The foregoing described property was double assessed in 1956 and our records should be corrected to reflect a single assessment.

OWNER - E. H. Kienbom - Lot 7, Blk. 79, NCB 7162 - 1948 - Acct. No. 78-2536 Taxes for 1948 on the foregoing described property were paid on May 31, 1949, however through error the same remained on the delinquent roll and should now be removed therefrom.

OWNER - Kirk's Barber Shop - 1955 - Acct. No. 9279-150 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$3.15 be deleted from the delinquent tax roll.

OWNER - V. F. Klinger Co. - 1950, 1955, and 1956 - Acct. No. 9308 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Ed Klodge - 1954 - Acct. No. 9308-1000 - The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$15.30 be deleted from the delinquent tax roll.

OWNER - J. A. Knapp - 1955 - Acct. No. 9310 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$9.45 be deleted from the delinquent tax roll.

OWNER - J. A. and Lenora Kohutek - 1954 - Acct. No. 9336 - The whereabouts of the foregoing named persons is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$3.06 be deleted from the delinquent roll.

OWNER - L. Kroft - 1955 - Acct. No. 9357-100 - The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$7.88 be deleted from the delinquent tax roll.

OWNER - La Corte Del Rey Grocery - 1954 and 1955 - Acct. No. 9421-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years involved in the amount of \$6.21 be removed from the delinquent tax roll.

OWNER - La Gloria - 1955 - Acct. No. 9444-6100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$7.56 be deleted from the delinquent tax roll.

OWNER - La Michoacana - 1955 through 1957 - Acct. No. 9455-5050 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - La Rosa Cafe - 1955 through 1957 - Acct. No. 9480-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - La Rue Permanent Wave Shop - 1952 and 1954 - Acct. No. 9485 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years involved in the amount of \$16.24 be removed from the delinquent tax roll.

OWNER - Las Palmas Cafe - 1954 - Acct. No. 9578-3000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$8.26 be removed from the delinquent roll.

OWNER - Las Tres Rosas Bar - 1955 - Acct. No. 9586-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$3.47 be deleted from the delinquent tax roll.

OWNER - Lakeview Grocery Store - 1955 - Acct. No. 9530-2100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$4.73 be removed from the delinquent tax roll.

OWNER - Lala's Place - 1954 - Acct. Nos. 9534-5000 and 9534-6000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$7.66 be removed from the delinquent tax roll.

OWNER - Lang Ice Station - 1955 - Acct. No. 9557-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$2.94 be removed from the delinquent roll.

OWNER - Layman - 1955 - Acct. No. 9635-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the foregoing year be removed from the delinquent tax roll.

OWNER - Lee's Ice House - 1954 through 1956 - Acct. No. 9650-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Leo's Body and Paint Shop - 1954 and 1955 - Acct. No. 9689-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years involved in the amount of \$23.58 be removed from the delinquent tax roll.

OWNER - Leo's Paint Shop - 1955 - Acct. No. 9693 The whereabouts of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$4.73 be removed from the delinquent tax roll.

OWNER - Liberal Trading Post - 1955 and 1956 - Acct. No. 9755-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 and 1956 in the amount of \$12.68 be deleted from the delinquent tax roll.

OWNER - Lillie's Nite Club - 1955 and 1956 - Acct. No. 9781-1100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Linda Cafe - 1955 - Acct. No. 9793-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$24.70 be deleted from the delinquent tax roll.

OWNER - R. C. Lipscomb - Estate - 1958 - Acct. No. 9811 Through error personal property valued at \$2000.00 was assessed against the foregoing named estate in 1958 and the same should be removed from the tax roll. Taxes in the amount of \$11.80 are to be collected.

OWNER - Lister's Gun and Tackle - 1955 - Acct. No. 9812-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.60 be deleted from the delinquent tax roll.

OWNER - Lupes Bar - 1954 - Acct. No. 9996-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$4.60 be deleted from the delinquent tax roll.

OWNER - C. H. Lyons - 1954 - Acct. No. 9999-5500 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - M & E Bar - 1954 and 1955 - Acct. No. 10018-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years involved in the amount of \$10.22 be removed from the delinquent tax roll.

OWNER - Mac's Gulf Service - 1955 - Acct. No. 10022-2150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the foregoing year be removed from the delinquent tax roll.

OWNER - Manuel's Place - 1957 - Acct. No. 10112 The foregoing named concern was not in operation on June 1, 1957 and the personal property assessment pertaining to that year in the amount of \$6.38 should be deleted from the delinquent tax roll.

OWNER - Mariana's Tortilla Factory - 1955 - Acct. No. 10124-5100 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 be removed from the delinquent tax roll.

OWNER - Andy A. Martin - 1955 - Acct. No. 10157-200 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Mary's Cafe - 1954 - Acct. No. 10217-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$6.12 be removed from the delinquent tax roll.

OWNER - Mary's Sweet Shop - 1955 - Acct. No. 10221-5100 The whereabouts of the former of the foregoing named concern is unknown and it is recommended that the personal property taxes assessment for the year 1955 in the amount of \$17.64 be removed from the delinquent roll.

OWNER - Masa Tortillas - 1955 through 1957 - Acct. No. 10227-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$8.82 be deleted from the delinquent tax roll.

OWNER - Maudie's Place - 1955 - Acct. No. 10261-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$15.75 be removed from the delinquent tax roll.

OWNER - J. H. Maulding - 1955 - Acct. No. 10261-200 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$2.52 be deleted from the delinquent tax roll.

OWNER - Mayfox Corporation - 1955 - Acct. No. 10293-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$9.77 be removed from the delinquent tax roll.

OWNER - McGee Serv. Station - 1954 - Acct. No. 10360-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$.99 be removed from the delinquent tax roll.

OWNER - Effie Pierce McGrew - 1954 through 1958 - Acct. No. 12-1233 Lot 2 and N. 64.5 ft. of 1, Blk. 2, NCB 654 As a result of a reinspection of the foregoing described property, it is recommended by the City's Chief appraiser that due to age and condition of the improvements the assessed valuation of the same should be reduced from \$2,710.00 to \$2,120.00. Taxes for all prior years are to be paid in full. Taxes in the amount of \$334.54 are due.

OWNER - A. C. McLane - 1955 through 1958 - Acct. No. 9596 The foregoing named person is deceased and the estate has no known assets. It is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER - McMurrey Ice and Grocery - 1955 and 1956 - Acct. No. 10388-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Mel's Used Lumber - 1954 - Acct. No. 10436-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$16.84 be removed from the delinquent tax roll.

OWNER - Ignacio Mendoza - 1955 - Acct. No. 10478-100 The whereabouts of the foregoing described person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$5.35 be deleted from the delinquent tax roll.

OWNER - Metro Farms - 1955 - Acct. No. 10509-100 We have been unable to identify the personal property involved and it is recommended by the Tax Attorney that the taxes for 1955 in the amount of \$4.41 be deleted from the delinquent tax roll.

OWNER - Meyer Beauty Shop - 1955 - Acct. No. 10522-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$4.73 be deleted from the delinquent tax roll.

OWNER - Mezzetti Grill - 1952, 1953, 1954, and 1956 Account No. 10541 Mr. Henry Mezzetti, former owner of the personal property involved, is now deceased. It is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER - Midway Drive Inn - 1954 through 1956 - Acct. No. 10561-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Midway Tavern - 1955 - Acct. No. 10563-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.54 be deleted from the delinquent tax roll.

OWNER - Mike's Place - 1955 and 1956 - Acct. No. 10568-100 The whereabouts of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 and 1956 in the amount of \$7.61 be deleted from the delinquent tax roll.

OWNER - George W. Millard - 1954 - Acct. No. 10596-1000 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$4.60 be deleted from the delinquent tax roll.

OWNER - Millen's Gulf Serv. - 1955 - Acct. No. 10596-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$18.54 be deleted from the delinquent tax roll.

OWNER - Albert Miller - 1955 - Acct. No. 10609-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$5.88 be deleted from the delinquent tax roll.

OWNER - Harold T. Miller - 1954 - Acct. No. 10615-6500 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$9.18 be deleted from the delinquent tax roll.

OWNER - Miller's Poultry and Egg Shop - 1955 - Acct. No. 10604 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$19.53 be deleted from the delinquent tax roll.

OWNER - Millie's Bar & Cafe - 1955 - Acct. No. 10628-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$9.80 be deleted from the delinquent tax roll.

OWNER - Mission Bar and Cafe - 1957 - Acct. No. 10663 Personal property taxes in the amount of \$13.40 were erroneously charged against the foregoing named concern in 1957 and the same should now be deleted from the delinquent roll.

OWNER - Mission Radio Company, Inc. - 1955 - Acct. No. 10684-100 The foregoing named Corporation was adjudged a bankrupt in 1956 and there are no assets. It is recommended by the Tax Attorney that 1955 taxes be removed from the delinquent roll.

OWNER - Miya Air Conditioning and Heating Company - 1955 - Acct. No. 10698-50 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$1.89 be deleted from the delinquent tax roll.

OWNER - Mohme's Flower Shop - 1954 and 1955 - Account No. 10735-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$.78 be deleted from the delinquent tax roll.

OWNER - Mona's Drive Inn - 1955 - Acct. No. 10738-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$17.64 be deleted from the delinquent roll.

OWNER - Mona's Drive Inn - 1954 - Acct. No. 10738-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$5.51 be deleted from the delinquent tax roll.

OWNER - Fred L. Moore Agency - 1954 - Acct. No. 10798-6000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$16.53 be deleted from the delinquent tax roll.

OWNER - Moore Building Barber Shop - 1954 - Acct. No. 10787 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - Mora's Fruit and Grocery - 1958 - Acct. No. 10811-1000 The foregoing business was closed in August of 1957 and should therefore be removed from the 1958 delinquent tax roll.

OWNER - Moreno Grocery - 1954 - Acct. No. 10831-5002 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$14.38 be removed from the delinquent tax roll.

OWNER - The Mugwum - 1954 - Acct. No. 10906-1500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$7.88 be removed from the delinquent tax roll.

OWNER - W. E. Muldoon - 1955 - Acct. 10910 The foregoing named person died approximately four years ago and there are no known assets remaining in his estate. It is recommended that personal property taxes for 1955 in the amount of \$18.90 be deleted from the delinquent tax roll.

OWNER - Murray Plumbing Co. - 1955 through 1957 - Acct. No. 10930-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$12.52 be deleted from the delinquent tax roll.

OWNER - Murray's 1955 - Acct. No. 10930-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$14.18 be deleted from the delinquent tax roll.

OWNER - National Bank of Commerce Building Cigar Stand - 1958 - Acct. No. 10978 The personal property taxes in the amount of \$16.27 were erroneously charged against the foregoing named concern in 1958 and the same should now be deleted from the delinquent tax roll.

OWNER - S. E. Neiman - 1954 - Acct. No. 11048 The foregoing person ceased business operations in May of 1954 and therefore taxes for that year should be removed from the delinquent roll.

OWNER - New Orleans Drive Inn - 1953 - Acct. No. 11082-6000 The enforced collection of the foregoing personal property taxes is barred by the Statute of Limitations. It is recommended by the Tax Attorney that said taxes be deleted from the delinquent tax roll.

OWNER - New Tex Oil Co., Inc. - 1955 - Acct. No. 11083-100 The foregoing concern is a defunct out of State Corporation without any known assets. It is recommended that the personal property tax involved be deleted from the delinquent tax roll.

OWNER - New Yorker Lounger - 1955 - A/C No. 11090-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$.63 be deleted from the delinquent tax roll.

OWNER - Nick's Streamliner - 1955 - Acct. No. 11115-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Nu Max Mica Corp. - 1955 - Acct. No. 11211-5100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment in the amount of \$7.88 be deleted from the delinquent tax roll.

OWNER - W. C. Oferrall - 1955 - Acct. No. 11247-1100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$23.80 be deleted from the delinquent tax roll.

OWNER - Old South Cafe - 1954 - Acct. No. 11273 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the foregoing year be removed from the delinquent tax roll.

OWNER - Orange Blossom Flower Shop - 1954 - Acct. No. 11323 - The whereabouts of the former owner of the foregoing concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$2.75 be deleted from the delinquent tax roll.

OWNER - Owens Ice Station - 1955 - Acct. No. 11370-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the foregoing year be removed from the delinquent tax roll.

OWNER - Mr. J. C. Pack - 1954 - Acct. No. 11390 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1954 and in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - L. C. Page - 1954 - Acct. No. 11397 The subject personal property was sold by Mr. L. C. Page prior to June 1, 1954 and taxes assessed for that year should be removed from the delinquent tax roll.

OWNER - G. C. Parker - 1957 - Acct. 11469-1000 Personal property taxes in the amount of \$.59 were erroneously assessed against the foregoing named person in 1957 and the same should be deleted from the delinquent tax roll.

OWNER - W. C. Parker - W. Irr. 50 ft. of Lot 3, Blk. 2, NCB 3929, 1942 - Acct. No. 60-2269 - Taxes in the amount of \$8.93 were erroneously assessed against the foregoing described property in 1942 and it is recommended by the Tax Attorney that said assessment be deleted from the delinquent roll.

OWNER - Pat's Place - 1954 - Acct. No. 11498-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$3.74 be deleted from the delinquent tax roll.

OWNER - L. H. Patterson - 1955 through 1958 - A/C No. 11511-100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Paul and Jack, Inc. - 1955 and 1956 - Acct. No. 11515-4000 This Corporation was dissolved in December, 1956 and there are no assets. It is recommended by the Tax Attorney that 1955 and 1956 taxes be removed from the delinquent tax roll.

OWNER - Penn's Cafe - 1954 - Acct. No. 11574-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$19.90 be removed from the delinquent tax roll.

OWNER - Pistos Bar - 1954 - Acct. No. 11715-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$21.11 be deleted from the delinquent tax roll.

OWNER - Pleasant Inn - 1954, 1956 and 1957 - Acct. No. 11754 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent tax roll.

OWNER - Pleasant Inn No. 2 - 1955 - Acct. No. 11754-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$1.96 be deleted from the delinquent tax roll.

OWNER - Gene Pride - 1955 - Acct. No. 11846-100 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Produce Bar - 1954 - Acct. No. 11853-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property taxes in the amount of \$7.04 for the year 1954 be deleted from the delinquent tax roll.

OWNER - Chas. H. and Elsie Rossy - 1954 - Acct. No. 12436 The whereabouts of the foregoing named persons is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$16.84 be deleted from the delinquent tax roll.

OWNER - Fritz Reuter - 1955 - Acct. No. 12144-150 We have been unable to identify the personal property involved and it is recommended by the Tax Attorney that the taxes for 1955 in the amount of \$16.38 be deleted from the delinquent tax roll.

OWNER - Mariana Reyna - 1952 - Acct. No. 12166 The foregoing named person is now deceased leaving no known assets and it is recommended by the Tax Attorney that the personal property tax assessment for the year involved be deleted from the delinquent tax roll.

OWNER - Sabath Rag Company - 1956 through 1958 - Tri. A-2 - Impts. Only - Blk. 104, NCB 235 - Acct. No. 6-638 Through error an improvement valuation at \$490.00 was charged against the foregoing described property for the years involved and the same should now be deleted from the delinquent tax roll.

OWNER - San Antonio Grain and Hay Exchange - 1956 - Acct. No. 12668 The former owner of the foregoing named concern is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - San Antonio Housing Authority - 1957 - E. 18.72 ft. of 1 and 6 and W. 16.28 ft. of 2 and 7, Blk. 31, NCB 1479 - Acct. No. 24-1120 The foregoing described property is owned by the San Antonio Housing Authority and is not subject to taxation. Taxes erroneously assessed against the same for the years involved should be deleted from the delinquent tax roll.

OWNER - San Antonio Osteopathic Hospital - 1958 Lots 6, 7 & 8, Blk. 8, NCB 1898, Acct. No. 30-1323 - S. 75 ft of Lots 8, 9 and 10 and S. 75 ft of W 1/2 of 11, Blk. 1 NCB 1899, Acct. No. 30-1336 Exemption of the foregoing described property was granted by Ordinance No. 27401 passed and approved March 12, 1959, effective June 1, 1959, however this exemption should have been effective June 1, 1958 as building permit No. D-4416 dated 12/18/57 was issued and construction of the improvements was well under way on June 1, 1958 and taxes for that year should be cancelled.

OWNER - San Antonio River Authority - 1958 - N. Irr. 24.12 ft. of A-1, NCB A-21 - Acct. No. 3-356-2-1 The foregoing described property is owned by the San Antonio River Authority and is not subject to taxation. Taxes erroneously assessed against the same for the year involved should be deleted from the delinquent tax roll.

OWNER - San Antonio River Authority - Lots 10, 11, 12, 13 and 27, 28, 29, Blk. 92, NCB 3247 - 1958 - Acct. Nos. 51-732 through 51-735 and 51-742 through 51-744 The foregoing described property is owned by the San Antonio River Authority and is not subject to taxation. Taxes erroneously assessed against the same for the year 1958 are to be deleted from the roll.

OWNER - E. D. Seidman - 1953 through 1955 - Acct. No. 12959 - The foregoing named person is now deceased leaving no known assets and it is recommended by the Tax Attorney that the personal property tax assessment for the years involved in the amount of \$20.40 be deleted from the delinquent tax roll.

OWNER - Mel Serrato Barber Shop - 1957 - Acct. No. 12978-4100 The foregoing described personal property tax was collected by the City Attorney's Office on January 16, 1959 (N.S.F. Check), however through error the same remained on the delinquent roll and should now be removed therefrom.

OWNER - Paul G. Silber - 1958 - Acct. No. 13101 Mr. Paul G. Silber died September 4, 1957, and office furniture and equipment was sold and otherwise disposed of therefore, no assessment should have been made for the year 1958.

OWNER - W. T. and Lillie J. Skinner - 1954 - Lots land 2, Blk. 336 NCB 9429 - Acct. No. 557-599 The 1954 taxes on the foregoing described property were paid on July 25, 1955, however through error the same remained on the delinquent roll and should now be removed therefrom.

OWNER - Southwest Engineers Inc. - 1951 - Acct. No. 13369-50 The foregoing named concern is no longer in operation having been dissolved approximately seven years ago with no assets remaining. It is recommended by the Tax Attorney that the delinquent 1951 personal property taxes be deleted from the delinquent tax roll.

OWNER - State of Texas - W. 42.76 ft. of N. 90.27 ft. of 39, Arb. A-25, NCB 492 - 1958 - Acct. No. 9-1152 The foregoing described property is owned by the State of Texas and is not subject to taxation. Taxes erroneously assessed against the same for the year 1958 should be deleted from the delinquent tax roll.

OWNER - State of Texas - 1957 - Lot 3, Blk. 9, NCB 1283 - Acct. No. 21-742 The foregoing described property is owned by the State of Texas and is not subject to taxation. Taxes erroneously assessed against the same for the year 1957 should be deleted from the delinquent tax roll.

OWNER - Sunny South Cleaners - 1953 Acct. No. 13677 Personal property taxes in the amount of \$26.63 were erroneously charged against the foregoing named concern in 1953 and the same should be deleted from the delinquent tax roll.

OWNER - Surburban Water Co. - 1955 through 1957 - Acct. No. 13654-1002 The Surburban Water Co. is no longer in existence and all assets pertaining to the same have been acquired by the City Water Board. Personal property taxes for the years involved should be deleted from the delinquent tax roll.

OWNER - Sunset Tortilleria - 1954 - Acct. No. 213698-4000 We have been unable to locate the former owner of the foregoing described concern and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$.99 be deleted from the delinquent tax roll.

OWNER - Josephine Nolen Turnbull - 1958 Acct. No. 14223 As a result of a reinspection of the personal property owned by the foregoing named person it is recommended that the assessed valuation be reduced from \$300.00 to \$40.00 for the 1958 tax year. \$1.27 due.

OWNER - United States Government - Lot 22, Blk. 8, NCB 8508 - 1958 Acct. No. 539-0012 The foregoing described property was acquired by the United States Government in Civil Action #466 on June 10, 1943, and taxes in the amount of \$.39 assessed against the same for 1958 should be deleted from the delinquent tax roll.

OWNER - D. R. Vair and Co. - 1957 and 1958 - Acct. No. 14351 The whereabouts of the owner of the foregoing named concern is unknown and it is recommended that personal property taxes for 1957 and 1958 in the amount of \$20.41 be deleted from the delinquent roll.

OWNER - Villalobos Cleaners - 1957 - Acct. No. 14467 The former owner of the foregoing named concern is deceased leaving no known assets and it is recommended that personal property assessment for 1957 be deleted from the delinquent tax roll.

OWNER - Wah Lee Cafe - 1953 - Acct. No. 14520 The foregoing named concern ceased operation prior to June 1, 1953 and it is recommended that the personal property assessment pertaining to that year be deleted from the delinquent tax roll.

OWNER - Mrs. Julian Wilke - Lot 3, Arb. A-3, Blk. 18, NCB 430 - Acct. No. 9-331 - 1958 As a result of a reservey, it is recommended by the City's Chief Appraiser that the assessed valuation of the foregoing described land be reduced from \$800.00 a unit foot to \$720.00 a unit foot for 1958. The 1959 valuation has been adjusted accordingly. Taxes in the amount of \$817.60 are to be collected.

OWNER - Wonder-Growers Fertilizer Co., Inc. - 1957 and 1958 - Acct. No. 14917-5005  
Subject personal property is not located within City of San Antonio and should there-  
fore be deleted from the delinquent tax roll.

OWNER - Carl Zettner - 1953 - Lot 8-U (8.2 Acres), NCB 12057 - Acct. No. 599-2752  
It is recommended that 1953 land value be reduced to value of \$1770 as established  
by 1954 Board of Equalization. Due to annexation litigation valuation of this pro-  
perty was not reviewed by 1953 Board of Equalization. Taxes in the amount of \$70.09  
are to be collected.

OWNER - Dr. A. D. Zucht Sr. - 1952, 1954 through 1956 - Acct. No. 15068 The foregoing  
named person died in 1955 leaving no known assets. It is recommended that personal  
property assessments for the years 1952, 1954 through 1956 be deleted from the delin-  
quent tax roll.

OWNER - John G. A. Jost - 1953 through 1958 - Lot 24 Exc. W. Irr. 18.84 ft., Blk. 1,  
NCB 3870, Impts. Only - Acct. No. 60-1207 Due to a reinspection on the foregoing  
described property by a city appraiser, it is recommended that 10% additional depre-  
ciation be allowed due to age and condition of the building. Taxes in the amount of  
\$175.22 are to be collected.

PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 231

AUTHORIZING PAYMENT OF AN ADDITIONAL \$30.00 OUT OF GENERAL FUND BUDGET  
ACCOUNT 09-06-03 TO AUDIO PRODUCTS COMPANY FOR CERTAIN CHANGES IN THE  
INSTALLATION OF THE ROSTRUM MICROPHONE OF THE NEW COUNCIL CHAMBER.

\* \* \* \* \*

WHEREAS, the Assistant City Manager approved certain changes in the installation  
of the rostrum microphone of the new Council Chamber which changes increased the con-  
tract price for the sound equipment in the amount of \$30.00; NOW, THEREFORE,

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

1. The increase in payment from \$1,600.00 to \$1,630.00 to Audio Products Company  
out of General Budget Account 09-06-03 is hereby authorized. Said increase of \$30.00  
over the agreed contract price set out in Ordinance No. 28,081 is necessitated by  
changes in the rostrum microphone for the new Council Chamber.

2. PASSED AND APPROVED THIS 14th day of January, 1960.

J. Edwin Kuykendall, Mayor

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 232

CONFIRMING THE APPOINTMENT OF MILTON L. ROGERS AS CHIEF  
OF THE FIRE DEPARTMENT OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

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

1. The appointment by the City Manager of Milton L. Rogers as Chief of Fire  
Department of the City of San Antonio, effective upon the retirement of A. L. Rathke,  
is hereby confirmed.

2. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 233

AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE URBAN RENEWAL AGENCY CONCERNING THE APPRAISAL OF LAND IN CONNECTION WITH THE URBAN RENEWAL PROGRAM.

\* \* \* \* \*

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

- 1. The City Manager, or Assistant City Manager, is hereby authorized to execute, on behalf of the City of San Antonio, a contract with the Urban Renewal Agency of the City of San Antonio, concerning the appraisal of land by City Personnel in connection with the Urban Renewal Program.
- 2. Said contract is attached hereto, marked Exhibit "A", and made a part hereof.
- 3. PASSED AND APPROVED this 14th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

EXHIBIT "A", ORDINANCE NO. 28,233

CONTRACT FOR ACQUISITION APPRAISALS OF LAND

IN URBAN RENEWAL PROJECT

CENTRAL WEST AREA I TEX-R-39

THIS AGREEMENT, entered into this 14th day of January, 1960, by and between the Urban Renewal Agency of the City of San Antonio, State of Texas, hereinafter referred to as the "Local Public Agency" and the City of San Antonio, hereinafter referred to as the "City".

WITNESSETH THAT:

WHEREAS, the Local Public Agency proposes to acquire certain property hereinafter referred to as the Project Area (more particularly described hereinafter) and desires to obtain an appraisal of each parcel in the Project Area, including all improvements, structures, appurtenances, or other elements of value which are recognized by the courts in eminent domain proceedings; and

WHEREAS, the City has in its employ personnel, hereinafter referred to as "Appraisers", who are authorized and qualified to make such appraisals and who are familiar with recognized appraisal practices and with the standards required for determining values in eminent domain proceedings;

NOW, THEREFORE, the Local Public Agency and the City, for the considerations and under the conditions hereinafter set forth, do agree as follows:

- 1. The City agrees to have its appraisers:
  - a. Make a personal inspection of each parcel in the Project Area, including all improvements, structures, appurtenances, or other elements of value thereon or thereunto belonging which are recognized by the courts in eminent domain proceedings and to advise the Local Public Agency, in written report, of their opinion of the fair market value of each parcel.
  - b. Verify, insofar as is practical, all recent sales of the property appraised, and all recent sales of comparable property which the Appraisers have taken into consideration as reflecting the fair market value of the property appraised. Such verification shall include interviewing the seller, agency or other person known to have participated in the transaction, to ascertain the consideration, the terms and conditions of sale, any special factors affecting the amount of the consideration, and the actual condition of the property at the time of transfer.
  - c. Complete said report seventy-five (75) days following notice by the Local Public Agency to proceed with appraisal of each certain parcel.
- 2. The report in three (3) copies shall, in form and substance, conform to recognized appraisal practices and to the principles of evaluating property for determining values in eminent domain proceedings.
- 3. The report shall, among other things, contain the following:
  - a. The Appraisers' opinion of the fair market value of each parcel including improvements, structures, appurtenances, or other elements of value recognized by the courts in eminent domain proceedings. In the event that the

parcel is improved, it shall state the age, dimensions, kind, character, and condition of each of the various improvements, or fixtures appertaining to the property, together with the City Appraiser's opinion of the property's highest and best use and an allocation of the value and utility of each such structure, improvement, fixture (or other element of value) in relation to the highest and best use to which the property, in the Appraiser's opinion, is adaptable. It shall include a photograph of the property.

- b. A report of any and all circumstances found by the Appraisers to exist with respect to unlawful condition, use, or occupancy of the property being appraised.
- c. The names and addresses of the owners of the property and the date and place of recording the instrument of conveyance under which the owners claim title.
- d. The assessed value of the property and the amount of the current real estate tax levy.
- e. A statement showing all recent sales of the property appraised, and a statement of all sales of comparable property which the appraisers have taken into consideration in estimating the fair market value of the subject property. The statement covering sales of comparable properties shall indicate the factors or comparability, and shall set forth the names of the grantors or grantee, a general description of the property and the conditions, the date of transfer, place of recording of the conveyance, and a map, diagram, or other information indicating the location of such sales in relation to the subject property.
- f. In the event of severance, the Appraisers shall state their opinion of the fair market value of the whole, the fair market value of the part not taken, and the value of any special benefits accruing to the part not taken which under local law may be taken into consideration; and shall state their opinion and analysis and the fair allocation of the value of the part taken, and that represented in the diminished value of the remainder, giving due consideration under local law to the value of such special benefits, if any. Where an allocation is made for severance damages, a full statement of the reasons for such allocation should be made.
- g. A statement of the rental value of the property and a history of the rental experience, if any.
- h. A statement as to existing utilities and the adequacy thereof with respect to the service available to the property; a brief description of the character of street improvements approximate to the site of the property appraised; and a statement showing transportation, school, marketing, and other miscellaneous facilities such as churches, parks, playgrounds, and public libraries.
- i. A statement as to whether or not the property or any portion thereof is subject to special assessments; if so, the nature, amount and number of years during which payments must be made.
- j. A statement of all factors taken into consideration by the Appraisers believed by them to influence, whether favorably or unfavorably the market value of the Project Area, together with a statement concerning the activity of the real estate market in the immediate area within and surrounding the Project Area during the past few years and current market conditions.

4. The performance of services or acceptance of the appraisal report required hereunder shall not relieve the City from obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied by the City on demand without cost to the Local Public Agency.

5. In the event that the testimony of the Appraisers is required in legal proceedings in connection with the Local Public Agency's acquisition of the property herein referred to, the City agrees to have the Appraisers appear as witnesses on behalf of the Local Public Agency and agrees that the fair and reasonable compensation for their services shall be paid at the same rate of pay as they receive as City employees and based on the amount of time required to accomplish this agreement. The City shall keep such personal records of all details with respect to appraisal of parcels as will enable the Appraisers to appear as such witnesses.

6. It is understood and agreed that the City shall receive reimbursement from the Local Public Agency for compensation paid by the City to its Appraisers for services performed hereunder (except as provided in Paragraphs 5 and 8 hereof) in the total amount required for the time spent in completing the agreement, not to exceed \$10,000. Such reimbursement shall include those amounts ordinarily allotted to employees retirement, Social Security and car allowance. The services shall include reinspection for additional or supplemental data as referred to under Paragraph 4 hereof, and shall include such supplemental services as may be necessary or desirable to enable the Appraisers to perform the services required under Paragraph 5 hereof.

7. The Local Public Agency shall furnish a map or plat of the Project Area and the legal description and dimensions of the parcels. On such map the parcels shall be designated by number, and in the appraisal report the numbers used shall correspond with the number shown on the map or plat of the Project Area furnished by the Local Public Agency. The Local Public Agency shall also furnish the tract ownership data

required to be included in the appraisal report by Paragraph 3c hereof. In addition to the above, the Local Public Agency will furnish appropriate forms, necessary typing and stenographic work, tax research and photography, and will supply the necessary staff employees to secure structure dimensions and other measurements needed in making necessary appraisals.

8. If the Local Public Agency desires to include any additional parcels the City will, if requested by it, in writing, prior to completion of work hereunder, perform the same services as herein set forth in connection with such additional parcels at the rate of pay as stipulated previously.

9. The City agrees that the Appraisers' report and conclusions are for the confidential information of the Local Public Agency and that it will not discuss their conclusions, in whole or in part, with any person whatsoever other than to submit their written report to the Local Public Agency, and will only discuss the same with it or its authorized representatives, until called upon to testify in relation to such report and conclusions under oath, in a judicial forum for the purpose of determining fair market value.

10. In the event of breach of any conditions or provisions hereof, the Local Public Agency shall have the right, by proper written notice to the City, to terminate and cancel this contract and have the work thus cancelled otherwise performed, without prejudice to any other rights or remedies of the Local Public Agency. The Local Public Agency shall have the benefits of such work as may have been completed up to the time of termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the Local Public Agency there shall be an equitable adjustment of compensation which in no event shall exceed the total amount provided in Paragraph 6 hereof (but exclusive of the provisions of Paragraphs 5 and 8 hereof.)

11. The term "parcel" as used here, means any contiguous tract of land in the same ownership whether such tract consists of one or more platted lots or a fractional part thereof.

12. It is understood that the time within which the work is to be performed is of primary importance and of the essence of this contract. The Appraisers will proceed with the work hereunder in such sequence and order as to the difference parcels as the Local Public Agency may, in writing, direct, and will furnish and deliver the appraisal reports to the Local Public Agency as soon as completed.

13. As an inducement to the execution of this agreement by the Local Public Agency, the City represents and agrees that it has not employed any persons to solicit or procure this contract, and has not made, and will not make, any percentage, brokerage, contingent fee, or any other compensation in connection with the procurement of this contract; and that the City has not now, and will not, acquire any interest (including that of the real estate broker or agency), direct or indirect, present or prospective, in any of the parcels in the Project Area prior to acquisition of all of the parcels by the Local Public Agency, and has not employed and will not employ in connection with work to be performed hereunder any person having such interest during the term of this contract either directly or indirectly.

14. There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment, because of race, religion, color, or national origin. This provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15. No member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

16. No member of the Local Public Agency shall participate in any decision relating to this contract which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any member, officer, agent, or employee of the Local Public Agency have any interest direct or indirect in this contract or the proceeds thereof.

17. The Project Area is described as follows:

BEGINNING at a point on the north right-of-way line of Dolorosa Street and the center line of the San Pedro Creek, same point also being the northeast corner of this tract, also known as Central West Area, Project I;

THENCE in a southerly directly along the center-line and with the meanderings of the San Pedro Creek to the south right-of-way line of Durango Street;

THENCE in a northwesterly direction along the south right-of-way line of Durango Street to the east right-of-way line of Laredo Street;

THENCE in a southwesterly direction along the east right-of-way of Laredo Street to the intersection of the north right-of-way line of San Fernando Street;

THENCE in an easterly direction along the north right-of-way line of San Fernando Street to its end, a distance of approximately 63.0 feet;

THENCE in a southerly direction 70.0 feet to the north line of Lot 1, Block 3, NCB 137;

THENCE in an easterly direction along the north line of Lot 1, Block 3, NCB 137 projected, to the northwest corner of Lot 4, Block 3, NCB 137;

THENCE in a southerly direction along the east line of Lot 4, Block 3, NCB 137, approximately 113.70 feet to the north right-of-way of La Paloma Street;

THENCE in an easterly direction along the north right-of-way of La Paloma Street a distance of 50.0 feet;

THENCE in a southerly direction crossing La Paloma Street and continuing along the east line of Lot 14, Block 3, NCB 137, a distance of 131.3 feet to its intersection with the north line of Lot 22, Block 3, NCB 137;

THENCE in an easterly direction along the north line of Lot 22, Block 3, NCB 137, a distance of 54.42 feet to a point, said point also being the northeast corner of Lot 22, Block 3, NCB 137;

THENCE in a southerly direction along the east line of Lot 22, Block 3, NCB 137, a distance of 204.1 feet to its intersection with the north right-of-way line of Arsenal Street;

THENCE in a southerly direction crossing Arsenal Street at right angles, to a point on the south right-of-way line of Arsenal Street, same point also being the southeast corner of this tract;

THENCE in a westerly direction along the south right-of-way lines of Arsenal Street (and El Paso Street) crossing South Laredo Street and South San Saba Street to its intersection with the east right-of-way line of Urban Expressway Int. #35, same point also being the southwest corner of this tract;

THENCE in a northerly direction along the east right-of-way line of the Urban Expressway Int. #35, to its intersection with the north right-of-way of Buena Vista Street, same point being also the northwest corner of this tract;

THENCE in an easterly direction with the north right-of-way line of Buena Vista-Dolorosa Streets to the place of beginning.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in seven (7) copies of this 14th day of January, 1960.

URBAN RENEWAL AGENCY OF CITY OF SAN ANTONIO

By: Winston Martin  
Chairman

ATTEST:

Executive Secretary.

CITY OF SAN ANTONIO

By: B. J. Shelley  
Assistant City Manager

ATTEST: J. Frank Gallagher  
City Clerk

The Contracting Officer of the Local Public Agency was authorized to execute this Contract by motion or resolution of the Board of the Local Public Agency passed the 17th day of September, A.D., 1959. A certified copy of said motion or resolution is attached herewith.

Approved as to legal form and legal adequacy, \_\_\_\_\_, 19\_\_\_\_.

Signed: \_\_\_\_\_  
Attorney at Law  
Counsel for Local Public Agency.

- - - - -

## AN ORDINANCE 28, 234

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "An ordinance Establishing Zoning Regulations and Districts in Accordance with a Comprehensive Plan, Etc.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Sectbn 2 shall hereafter include the following described changed in classification and the rezoning of the hereinbelow designated property, to-wit:

(Case No. 1227)

The rezoning and reclassification of property from "C" RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT as follows:

The "C" Residence part of Lot 17, NCB 1505

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

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

4. PASSED AND APPROVED this 21st day of January, A.D., 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. H. Inselmann  
Asst. City Clerk

## AN A RESOLUTION

DIRECTING THAT COPIES OF THE PROPOSED REVISION OF THE CITY PLUMBING CODE BE MADE AVAILABLE, AT THE OFFICE OF THE CITY CLERK, FOR STUDY BY INTERESTED PERSONS.

\* \* \* \* \*

WHEREAS, on April 24, 1958, the City Council appointed a Plumbing Code Study Committee for the purpose of reviewing the present Plumbing Code of the City and submitting recommendations for possible revision of said Code; and

WHEREAS, said Committee, after many months of diligent work, has submitted to the City Council a proposed revision of the Plumbing Code; and

WHEREAS, the City Council is anxious to have the benefit of the thoughts of all interested persons concerning such proposed revisions; NOW, THEREFORE,

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

1. The City Council hereby directs that sufficient copies of the revisions of the City Plumbing Code suggested by the Plumbing Code Study Committee be made available at the office of the City Clerk so that all interested persons may become familiar therewith and make known to the City Council, as soon as possible, their opinions concerning such proposed revisions.

2. PASSED AND APPROVED this 21st day of January, 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. H. Inselmann  
Asst. City Clerk

AN ORDINANCE 28, 235

PROVIDING FOR THE SALE OF \$6,629,000.00 IN GENERAL  
OBLIGATION BONDS OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, at an election held on October 22, 1957, the qualified electorate of the City of San Antonio authorized the issuance of \$4,629,000.00 of general obligation bonds for buildings, grading, repairing, curbing and improving the streets of said City; \$3,350,000.00 of general obligation bonds for improving and extending the sanitary sewer system of said City; and \$12,000,000.00 of general obligation bonds for constructing and improving storm sewers and the storm drainage appurtenances and access-ories thereto; and

WHEREAS, at an election held on June 10, 1958, the qualified electorate of the City of San Antonio authorized the issuance of \$2,150,000.00 of general obligation bonds for the purpose of constructing and permanently equipping a new Police Headquarters Building; and

WHEREAS, it is deemed advisable that \$975,000.00 of said street construction and improvement bonds, \$1,390,000.00 of said sanitary sewer and improvement bonds, \$2,114,000.00 of said storm sewer and drainage bonds, and \$2,150,000.00 of said police headquarters building bonds be advertised for public sale at the earliest appropriate time; NOW, THEREFORE,

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

1. The Director of Finance is hereby directed to proceed to prepare the data and information necessary for the proper presentation and advertisement for sale of said \$975,000.00 of street construction and improvement bonds, \$1,390,000.00 of sanitary sewer and improvement bonds, \$2,114,000.00 of storm sewer and drainage bonds, and \$2,150,000.00 of police headquarters building bonds.
2. The Council hereby sets 2:00 P.M. on the 2nd day of March, 1960, as the time and date upon which the Council will receive sealed bids for the purchase of said bonds.
3. The serial maturity dates, place of payment, option of prior redemption privileges, if any, and other details relating to the specifications of said bonds to be offered for sale shall be in accordance with the form of Notice of Sale attached hereto.
4. Payment of all expenses incurred by all persona necessary to the making of delivery of said bonds to the successful bidder in New York City, New York, including expenses in connection with the signing of the bonds by the City Clerk at the Signature Company, New York City, New York, is hereby authorized.
5. Advertisement of said bonds for sale shall be accomplished by publication of the attached notice of Sale in THE COMMERCIAL RECORDER, a daily newspaper of general circulation published in San Antonio, Bexar County, Texas. Advertisement of said sale in such other media as deemed advisable by the City Manager is hereby authorized.
6. PASSED AND APPROVED this 21st day of January, 1960.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. H. Inselmann  
Asst. City Clerk

NOTICE OF SALE

\$6,629,000

CITY OF SAN ANTONIO, TEXAS

GENERAL OBLIGATION BONDS

NOTICE IS HEREBY GIVEN that bids will be received by the City Council of the City of San Antonio, Texas, at 2:00 o'clock, P.M., Central Standard Time, on Wednesday

MARCH 2, 1960

for the purchase of a total of \$6,629,000 (general obligation) Bonds of said City, dated March 1, 1960, and maturing serially in the amount of \$373,000 on March 1, 1963, and in the amount of \$368,000 on March 1, 1964, and each year thereafter to and including March 1, 1980.

Bonds maturing March 1, 1976, and subsequent will be optional for redemption on March 1, 1975, and any interest payment date thereafter at par and accrued interest. If less than all optional bonds are called for redemption, they will be called in inverse numerical order.

The bonds will be coupon form, in denomination of \$1,000 each, bearing interest payable September 1, 1960, and semi-annually thereafter on March 1 and September 1, at the rate or rates specified by the successful bidder. Interest rates expressed must be in multiples of 1/8 or 1/10 of 1% and not more than four (4) different rates or coupon changes may be specified. No rate shall exceed 5% per annum. No bid of less than par and accrued interest can be considered. Principal and interest will be payable at the National Bank of Commerce, San Antonio, Texas, or, at the option of the holder at The Chase Manhattan Bank, New York, or Harris Trust and Savings Bank, Chicago, Illinois.

SEALED BIDS, plainly marked "Bid for Bonds" should be addressed to the Honorable Mayor and City Council, City of San Antonio, Texas, and delivered to the office of the City Clerk, City, Hall, San Antonio, Texas, prior to 2:00 o'clock, P.M., March 2, 1960. All bids must be submitted on the official Bid Form. A prospectus descriptive of the issue, bid forms and additional information may be obtained from the Director of Finance, City Hall, San Antonio, Texas. Each bid must be accompanied by a Cashier's Check payable to "City of San Antonio, Texas", in the amount of \$132.580 to evidence the bidder's good faith. The check of the successful bidder will be held by the City and returned to the bidder when the bonds are taken up and paid for. In the event of failure or refusal of the bidder to accept delivery of the bonds and make payment therefor, such check shall be forfeited to the City of San Antonio as complete liquidated damages. Checks tendered by the unsuccessful bidders will be returned to such bidders immediately after the award is made.

The bonds will be delivered at the expense of the City at The Chase Manhattan Bank, New York, accompanied by the unqualified approving opinion of McCall, Parkhurst, Crowe, McCall, and Horton, Attorney, Dallas, Texas, and at the time of delivery a current non-litigation certificate will be furnished certifying that no litigation is pending affecting the legality of such bonds. Delivery will be made upon payment of the agreed purchase price in Federal Funds. It is anticipated that delivery can be made on or about April 15, 1960, and in the event the City is unable to make delivery on or before April 30, 1960, bidder shall have the right to demand return of his good faith deposit and cancellation of the purchase contract.

Under Texas laws, the State Board of Education has an option to purchase these bonds for the account of the Permanent School Fund of Texas, at the price offered by the successful bidder, provided the average interest rate of the issue is 2-1/2% or more. In the event a bid is accepted, carrying an interest rate which will make the issue eligible for purchase by the State Board of Education, the award will be made subject to waiver of such option. The Board will meet March 7, 1960, for the purpose of exercising or waiving its option.

The City covenants that no additional General Obligation Bonds will be sold within ninety days from the date of this sale.

The City reserves the right to reject any and all bids.

GIVEN pursuant to an ordinance passed by the City Council of the City of San Antonio, Texas, on January 21, 1960.

/s/ J. FRANK GALLAGHER  
City Clerk'  
City of San Antonio, Texas

February 15, 1960

AN ORDINANCE 28, 236

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GILLESPIE  
MOTOR COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPART-  
MENT OF PUBLIC WORKS WITH SIXTEEN MOTOR TRUCK CAB AND  
CHASSIS FOR A TOTAL OF \$56,203.04.

\* \* \* \* \*

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

1. The attached low qualified bid of Gillespie Motor Company, dated January 18, 1960, to furnish the City of San Antonio Department of Public Works with sixteen motor truck cab and chassis (F600) for a total of \$56,203.04 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Public Works, Account No. 09-02-04.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 237

ACCEPTING THE PROPOSAL OF PRESTRESSING, INCORPORATED, TO BAND SIX (6) DIGESTER COVERS AT THE SEWAGE TREATMENT PLANT; MANIFESTING A CONTRACT BETWEEN THE CITY AND PRESTRESSING, INCORPORATED, FOR SUCH WORK AND APPROPRIATING THE SUM OF \$12,000.00 OUT OF FUND NO. 479-14, SANITARY SEWER IMPROVEMENT BOND FUND, SERIES 1957, AS PAYMENT FOR THIS WORK.

\* \* \* \* \*

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

1. The proposal of Prestressing, Incorporated, attached hereto as Exhibit "A" and included herein as fully as if copied verbatim, is accepted, and a contract is hereby manifested between the City of San Antonio and Prestressing, Incorporated, encompassing the terms of said proposal. In addition thereto, pursuant to State Legislative requirements, Prestressing, Incorporated, shall file with the City Clerk (1) a performance bond in the amount of \$12,000.00 conditioned upon the faithful performance of the work in accordance with its proposals, and (2) a payment bond in the amount of \$12,000.00 for the protection of all claimants supplying labor and material in the prosecution of the work provided for in this contract. These statutory bonds shall be made payable to the City of San Antonio, shall be executed before the commencement of such work, and shall be executed by a corporate surety or corporate sureties authorized to do business in the State of Texas.

2. The sum of \$12,000.00 is hereby appropriated out of Fund No. 479-14, Sanitary Sewer Improvement Bond Fund, Series 1957, to be paid to Prestressing, Incorporated, in a reasonable sum upon the completion and acceptance of the work specified in the contract.

3. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 238

APPROPRIATING THE SUM OF \$2,894.81 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES) TO BE USED FOR THE PURCHASE OF MATERIALS TO CONSTRUCT SANITARY SEWER PROJECT S-24.

\* \* \* \* \*

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

1. The sum of \$2,894.81 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) to be used for the purchase of materials to construct Sanitary Sewer Project S-24.

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 239

APPROPRIATING THE SUM OF \$258.39 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES) FOR REIMBURSEMENT TO GENERAL FUND ACCOUNT NO. 09-02-03 IN PAYMENT FOR MATERIALS PURCHASED FOR PLACEMENT OF SANITARY SEWER IN ALLEY WEST OF ZARZAMORA STREET FROM EXISTING MANHOLE ON DELGADO SOUTH 213 FEET AND EAST 147 FEET.

\* \* \* \* \*

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

1. The amount of \$258.39 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) for reimbursement to General Fund Account No. 09-02-03 in payment for material purchased for placement of sanitary sewer in alley west of Zarzamora Street from existing manhole on Delgado Street south 213 and east 147 feet.

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 240

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF JOHN T. SAUNDERS AND WIFE AT 613 ARCADIA PLACE LOT 30, BLK. 9, CO. BLK. 4054, TERRILL HILLS, TEXAS.

\* \* \* \* \*

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

1. That the petition of John T. Saunders and wife 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 613 Arcadia Place, Lot 30, Blk. 9, Co. Blk. 4054, Terrill Hills, 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 judgement 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 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 241

GRANTING PERMISSION TO J. T. VALDEZ 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 J. T. Valdez, 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, as same is now situated on said premises at 1401 Wiltshire, Lot 1, Blk. CB 5848-A, City of Terrill Hills, 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 the CITY OF SAN ANTONIO, at the office of the Licensee 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 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL,

MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 242 ✓

ABANDONING CERTAIN EXCESS PROPERTY IN NCB 11155 DEDICATED BY MRS. QUIE L. THOMPSON TO THE CITY OF SAN ANTONIO FOR STREET PURPOSES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED FOR THE EXCESS PROPERTY, TO MRS. QUIE L. THOMPSON.

\*\*\*\*\*

WHEREAS Mrs. Quie L. Thompson has petitioned the City of San Antonio to abandon that portion of the property dedicated by her to the City of San Antonio for street purposes which was not used by the City; and,

WHEREAS the abandoning and quitclaiming of that portion of the property not needed by the City has been recommended and approved by the various City Departments, and the Planning Commission, and the petitioner owns all the property abutting the portion to be abandoned; NOW, THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANANTONIO:-

- 1. That portion of excess property in NCB 11155, the same being more particularly described in the quitclaim deed attached hereto and made a part hereof by reference, is hereby abandoned.
- 2. The City Manager is hereby authorized to execute a quitclaim deed to Mrs. Quie L. Thompson for that portion of the property referred to in Paragraph One.
- 3. A quitclaim deed will not be delivered to Mrs. Quie L. Thompson until such time as proper replatting has been accepted by the City of San Antonio.
- 4. PASSED AND APPROVED this 28th day of January, 1960, A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 243 ✓

*Sale of Property*

ACCEPTING THE HIGH BIDS ON SURPLUS LAND OWNED BY THE CITY OF SAN ANTONIO IN NCB #3247 AND 8822; AND AUTHORIZING THE CITY MANAGER TO CONVEY THESE PROPERTIES BY SPECIAL WARRANTY DEED TO THE HIGH BIDDERS.

\*\*\*\*\*

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

1. The following high bids submitted for the described properties are hereby accepted:

<u>HIGH BIDDER</u>	<u>PROPERTY</u>	<u>AMT. OF BID</u>
PAUL ADAMS	Lot 17, except the South 18 feet, Block 92, NCB <del>2347</del> <sup>3247</sup> , with the improvements thereon at 1259 Fulton Ave.	\$6,365.00
Frank Silcock	Lot 15, except the Southwest triangular 30 feet, NCB 8822, with the improvements thereon, at 519 Gardina.	\$4,476.00

2. The City Manager is hereby authorized to execute warranty deeds to the aforementioned high bidders for the named property for the amount of the bids.

3. PASSED AND APPROVED this 28th day of 1960, A.D.

J. EDWIN KUYKENDALL,  
MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 244

AUTHORIZING AND DIRECTING THE CITY MANAGER TO DECLARE CERTAIN CONTRACTS BREACHED, AND DIRECTING DISPOSAL AS LIQUIDATED DAMAGES OF CASH DEPOSITS AND BONDS, AND ORDERING THE REMOVAL OF THE IMPROVEMENTS FROM RIGHT-OF-WAY AIRPORT EXPANSION PROJECT.

\* \* \* \* \*

WHEREAS, improvements on the right-of-way for Airport Expansion Project have been sold on bid and the bidders have been required to put 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 buyers are delinquent in their 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, notices in writing have been given to such purchasers that they have failed to comply with their obligations under said purchase agreements and demanding compliance therewith; NOW, THEREFORE:

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

1. If the provision of the contracts between the City of San Antonio and the purchasers listed below, relating to the respective parcels listed below, are not fully complied with by the 5th. day of February, 1960, the City Manager is hereby authorized and directed to declare such contract breached and to direct that said cash deposits and bonds, or both, as the case may be, which are 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>
Ray Neal, Jr.	2553	8459 San Pedro (Rear)
Robert D. Maddox	2552A	8459 San Pedro

2. The City Manager is hereby directed through the appropriate City Departments, or by contract with private firm to secure the immediate removal of all improvements and rubbish from the 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. 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 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 245

ABANDONING A CERTAIN SANITARY SEWER EASEMENT IN NCB'S 12259 AND 12260 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THEREFOR TO E. S. JOHNSON FOR AND IN CONSIDERATION OF THE NEW SEWER LINE HE CONSTRUCTED.

\* \* \* \* \*

WHEREAS E. S. Johnson has requested the Sanitary Sewer Easement in New City Blocks 12259 and 12260 be abandoned; and,

WHEREAS E. S. Johnson in exchange for the above-mentioned easement has constructed a new sanitary sewer line in the same vicinity; and,

WHEREAS the City Sewer Engineer and the Department of Public Works have full knowledge of this transaction and have given their approval; NOW, THEREFORE:

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

1. The existing Sanitary Sewer Easement in New City Blocks 12259 and 12260, the same being more particularly described in the Quitclaim Deed attached hereto and made a part hereof, is hereby abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim Deed to E. S. Johnson for and in consideration of the new Sanitary Sewer Line he has constructed.

3. PASSED AND APPROVED this 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 246 ✓

CLOSING, ABANDONING AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM PORTIONS OF GROSVENOR, ASCOTT AND SUNGLO AVENUES TO H. E. BUTT GROCERY COMPANY FOR THE CONSIDERATION OF \$1.00.

\* \* \* \* \*

WHEREAS the vacating and replatting of the same portion of these streets was accepted by the Planning Commission and was placed of record by vacating and resub-division of plat in 1956, there is at this time to be only a nominal charge involved, NOW, THEREFORE:

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

1. The following portions of the named streets are hereby closed and abandoned and the City Manager is hereby authorized to quitclaim the named portions of those streets to H. E. Butt Grocery Company for the sum of \$1.00.

- a. Grosvenor Avenue between Zarzamora and U.S. Highway 81.
- b. Ascott Avenue between Grosvenor Avenue and S.W. Military Drive.
- c. Sunglo Avenue between Aviation Blvd. and U.S. Highway 81.

2. PASSED AND APPROVED this 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

ACCEPTING AN EASEMENT (DEDICATION) FROM ROGER RASBACH AND WIFE, JANE PHILLIPS RASBACH TO THE CITY OF SAN ANTONIO TO BE USED FOR THE INSTALLATION OF DRAINAGE FACILITIES.

\* \* \*

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

1. The drainage channel easement from Roger Rasbach and wife, Jane Phillips Rasbach, across 20 feet of Lot 10, NCB 11815, San Antonio, Bexar County, Texas, more particularly described in the Easement (Dedication) incorporated herein by reference, to the City of San Antonio, is hereby accepted.

2. PASSED AND APPROVED this 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL,

M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 247

APPROPRIATING CERTAIN SUMS OF MONEY IN CONNECTION WITH THE CITY LAND ACQUISITION PROGRAM.

\*\*\*\*\*

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

1. The following sums are hereby appropriated out of Storm Drainage Improvement Bond, 1957 Series, Account No. 479-13, payable to Security Title and Trust Company, as escrow agent for the following named parties:

a. \$3,850.00 in escrow for Carmen Hinojosa, a feme sole, and Juanita Hinojosa, a widow, for fee simple title to a parcel of land consisting of part of Lots 1 and 2, NCB 1174, the same being more particularly described in the warranty deed which is incorporated herein by reference, in the City of San Antonio, Bexar County, Texas; said property being acquired in connection with the construction of a storm drainage channel. Parcels No. 3847 and 3848.

b. \$7,500.00 in escrow for Ida Krueger, a widow, for fee title to a parcel of land consisting of part of Lots 28 and 29, NCB 1156, the same being more particularly described in the warranty deed which is incorporated herein by reference, in the City of San Antonio, Bexar County, Texas; said property being acquired in connection with the construction of a storm drainage channel. Parcels No. 3826A and 3827A.

c. \$600.00 in escrow for W. R. L. Krueger and wife, Rosalie A. Krueger, for fee title to a parcel of land consisting of part of Lots 30 and 31, NCB 1156, the same being more particularly described in the warranty deed which is incorporated herein by reference, in the City of San Antonio, Bexar County, Texas; said property being acquired in connection with the construction of a storm drainage channel. Parcels No. 3824A and 3825A.

d. \$500.00 in escrow for Jesse D. Oppenheimer, for fee title to a parcel of land consisting of all of Lots 1, 2 and 7, NCB 1186, the same being more particularly described in the warranty deed which is incorporated herein by reference, in the City of San Antonio, Bexar County, Texas; said property being acquired in connection with the construction of a storm drainage channel. Parcels No. 3855, 3856 and 3857.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 248

ASSIGNING A NAME TO A CERTAIN STREET LOCATED WITHIN THE CITY LIMITS OF THE CITY OF SAN ANTONIO.

\*\*\*\*\*

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

1. The name "Theatre Drive" is hereby assigned to the street which extends across San Pedro Park from San Pedro Avenue to West Ashby Place and skirting the Little Theatre.

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 249

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE FEDERAL AVIATION AGENCY FOR THE CONSTRUCTION OF THE APPROACH LIGHTING SYSTEM AT INTERNATIONAL AIRPORT.

\*\*\*\*\*

WHEREAS, the Federal Aviation Agency has requested the right to place underground cables across existing property at International Airport, together with the right of ingress and egress across said same property, for the purposes of installing, operating, and maintaining the approach and instrument landing systems; and,

WHEREAS, the installation of said systems will be at the total expense of the Federal Aviation Agency; and

WHEREAS, the approval of said license has been recommended by the Director of Aviation; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a license agreement with the Federal Aviation Agency for the purpose of constructing an approach lighting and instrument landing system at International Airport.
2. The License Agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 250

AUTHORIZING CLAUDE ANIOL & ASSOCIATES TO PLACE MUNICIPAL ADVERTISING IN CERTAIN PUBLICATIONS AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE AND AUTHORIZING THE PAYMENT OF \$3,512.87 THEREFORE.

\* \* \* \* \*

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

1. The placing by Claude Aniol & Associates of the following municipal advertising is hereby approved:

March 18	1/2 page SALES MEETINGS EDITION, SALES MANAGEMENT	\$415.00
March	TEXAS OUTLOOK (1 page)	250.00
March 7	LIFE EN ESPANOL (1/4 page)	340.00
March 21	LIFE EN ESPANOL ( 1/4 page)	340.00
April	INSTRUCTOR MAGAZINE (1/4 page)	375.00
April	REDBOOK, 1/3 page	1,650.00
		<u>\$3,370.00</u>

2. Art items, engraving, mats for newspaper ad run in December, 1959, "Spend a week or a winter in San Antonio."

\$142.87

TOTAL

\$3,512.87

3. Payment of the sum of \$3,512.87 out of the Civic Advertising Account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol & Associates. Said amount includes the amounts specified in paragraphs one and two hereof.

4. PASSED AND APPROVED this 28th day of January, 1960 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 251

MANIFESTING A CONTRACT BETWEEN THE CITY AND PARKING, INC.,  
FOR THE PARKING OF 50 POLICE CARS AT A MONTHLY RENTAL OF  
\$300.00 PER MONTH.

\* \* \* \* \*

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 Parking, Inc., a private corporation duly incorporated and doing business under the laws of the State of Texas, hereinafter called "Operator," as follows:

a. Operator hereby agrees to furnish, for a period beginning on February 1, 1960, and ending January 31, 1961, parking space 24 hours a day for 50 vehicles of the Police Department of the City at the parking lot operated by Operator at the south-east corner of the intersection of Nueva Street and Dwyer Avenue in the City of San Antonio. Twenty-five of such vehicles shall be parked on an "all day" basis, and the remaining twenty-five shall be parked on an "in and Out" basis as designated by the Chief of Police or his representative.

b. Operator agrees to have an attendant on duty at such parking lot each day between the hours of 7:00 A.M. and 6:00 P.M. Operator further agrees to light the parking lot during dark hours by means of three flood lights at points to be designated by the Chief of Police. It is expressly understood, however, that Operator will be fully responsible for all cars entrusted to its care under the terms of this agreement only between the hours of 7:00 o'clock A.M. and 6:00 o'clock P.M. of each business day.

c. It is understood that Operator assumes no responsibility for articles left in such vehicles which are not a part of such vehicles or necessary to the operator thereof.

d. This agreement may be terminated by Operator upon the giving of 30 days' written notice to the Chief of Police upon the happening of any one of the following events:

(1) Election by the owner of said land, from whom Operator is presently leasing the premises, to sell the fee title to such land, thereby terminating Operator's leasehold interest therein.

(2) Election by said owner of the land to build thereon.

(3) Termination of Operator's leasehold interest in said land pursuant to the terms and condition of the lease under which Operator occupies said land.

e. City may terminate this agreement at any time upon the giving of thirty (30) days' written notice to Operator of City's intention to terminate.

f. City hereby agrees to pay to Operator, in consideration for Operator's agreements and covenants herein contain, the sum of \$300.00 per month, the first such payment to be made on February 1, 1960, and a like payment being made on the first day of each and every month thereafter during the term of this agreement.

g. Operator further agrees to carry fire insurance covering vehicles parked on said lot, as well as public liability insurance with limits of \$50,000.00 for injuries to any one individual, and \$100,000.00 for any one accident.

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 252

TRANSFERRING \$3,826.72 OUT OF THE GENERAL FUND CONTINGENCY ACCOUNT NO. 70-01-01 INTO GENERAL FUND ACCOUNT NO. 05-01-01, CODE 2-55, AND AUTHORIZING PAYMENT OF \$9,076.72 OUT OF GENERAL FUND ACCOUNT NO. 05-01-01, CODE 2-55, TO THE MUNICIPAL CODE CORPORATION OF TALLAHASSEE, FLORIDA, FOR SERVICES IN CONNECTION WITH THE CODIFICATION OF THE CITY CODE OF ORDINANCES.

\* \* \* \* \*

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

1. The sum of \$3,826.72 is hereby transferred out of the General Fund Contingency Account No. 70-01-01 into General Fund Account No. 05-01-01, Code 2-55.

2. Payment of \$9,076.72 out of General Fund Account No. 05-01-01, Code 2-55, to the Municipal Code Corporation of Tallahassee, Florida, for services in connection with the codification of the City Code of Ordinances of San Antonio, is hereby authorized.

3. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 253

GRANTING AND CONFIRMING TAX EXEMPTIONS OF CERTAIN PROPERTIES OWNED BY VARIOUS CHURCH, SCHOOL AND CHARITABLE ORGANIZATIONS.

\* \* \* \* \*

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

1. That the property owned by the Board of National Missions of the United Presbyterian Church in the United States of America, the same being the N. 275' of Lot 122, NCB 8237, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

2. That the property owned by the Calvary Baptist Church, the same being Lot 6 & W1/2 of Lot 5, New City Block 6136, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

3. That the property owned by the Christian Woman's Board of Missions, the same being Lots 5, 23 through 25, NCB 2459, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1926 through 1958 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

4. That the property owned by the Iglesias Escuela Magnetico Espiritual de la Comuna Universal, the same being 21 through 23, Block 7, NCB 7929, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

5. That the property owned by the Grandview Baptist Church, the same being Lots 11 and 12, Block 25, NCB 10326, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1952 through 1958 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

6. That the property owned by the Manor Baptist Church, the same being Lot 1, Blk. 14, NCB 7022, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1958 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

7. That the property owned by the Manor Baptist Church, the same being the E.4' of Lot 8 and all of Lots 9 and 10, Blk. 14, NCB 7022, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

8. That the property owned by the Methodist Student Movement of Texas, Inc., the same being Lot 4, Blk. 5, NCB 1902, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

9. That the property owned by the Presbytery of Austin of the United Presbyterian Church in the United States of America, the same being lot 2, Blk. 8, NCB 12788, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

10. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the S.E. 60' of Lot 11, Arb 11, Blk. 1, NCB 694, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

11. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the E.45' of Lot 11, Blk. 10, NCB 2021, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

12. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 4, Blk. 13, NCB 8990, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the year 1958 at which time assessment is hereby found to be void and the same shall be deleted from the rolls.

13. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 20, NCB 9632, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

14. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots A-24 and A-25, NCB 10615, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

15. That the property owned by the Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Tract G, NCB 11067, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

16. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Tracts 8 through 14, NCB 11268, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption

*Amended  
Ord 28485  
5-12-60*

from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1956 through 1958 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

17. That the property owned by the most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Tract 1, (10 Acres) NCB 12552, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

18. That the property owned by the St. Mark's Methodist Church, the same being 3.23 Acres, NCB 9583, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1953 through 1958 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 254

*Terminated  
and 33741  
9/20/65*

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE WATER WORKS BOARD OF TRUSTEES TO LEASE FOR A PERIOD OF TEN (10) YEARS TWO TRACTS OF LAND FRONTING ON THE SOUTH LINE OF WEST MARKETS STREET WHICH LIE EAST OF THE SAN ANTONIO PUBLIC LIBRARY AND WEST OF THE SAN ANTONIO RIVER.

\* \* \* \* \*

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 Water Works Board of Trustees to lease for a ten (10) year period two tracts of land fronting on the South line of West Market Street which lie east of the San Antonio Public Library and west of the San Antonio River.

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 255



AMENDING SECTION 16-104 OF THE CITY CODE BY INCREASING THE LICENSE FEES FOR PERMITS TO OPERATE RESTAURANTS.

\* \* \* \* \*

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

1. Section 16-104 of the City Code is hereby amended to read as follows:

Sec. 16-104. Same --Fees--Amounts.

License fees for permits to operate shall be graduated as follows:

- (1) For each establishment employing not more than two persons . . . . . \$12.00
- (2) More than two persons, and not more than six persons . . . . . \$30.00
- (3) More than six persons and not more than ten persons . . . . . \$50.00
- (4) More than ten persons . . . . . \$65.00

If at any time during the period of validity of any permit issued under this article, additional persons are employed by the establishment operating under such permit, it shall be the duty of the person in charge of such establishment to immediately notify the public health department of such increase and if such increase brings that establishment into a higher permit fee bracket, such person shall pay to the tax collector the additional sum required. This charge shall be prorated according to the semester in which the change occurred as set forth in the charges for permit fees for new establishments in the next paragraph.

All new establishments shall pay permit fees as shown in this section, with the following provision: the amount in each case shall be prorated according to the semester wherein such establishment began operations, i.e., those establishments commencing operations during the calendar months of June, July, August, September, October, and November shall pay the full charge. Those establishments commencing operations during the calendar months of December, January, February, March, April and May shall pay one-half of the stated charge. (Code 1950, § 23-106)

2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 256

AUTHORIZING TWO (2) ADDITIONAL WARRANT OFFICER POSITIONS AT CORPORATION COURT FOR SIX MONTHS; AND AUTHORIZING SIXTEEN (16) AIRPORT GUARD POSITIONS IN THE DEPARTMENT OF AVIATION FOR 8 1/2 MONTHS, SAID PERIODS BEING OVER AND ABOVE THE TIME AUTHORIZED IN THE CITY BUDGET 1959-60.

\*\*\*\*\*

WHEREAS, the budget for fiscal year 1959-60 provided for the establishment of two (2) additional warrant officer positions at Corporation Court for a six (6) month period; and,

WHEREAS, said budget also authorized the establishment of sixteen (16) Airport Guard positions for a three and one-half (3 1/2) month period; and,

WHEREAS, it is the recommendation of the Clerk of Corporation Court, the Director of Aviation and the City Manager that said positions be authorized for a one (1) year period; NOW, THEREFORE,

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

1. The following positions in the named City department are hereby authorized for the period specified over and above those provided for said personnel in the 1959-60 budget:

- a) Corporation Court - Two (2) additional Warrant Officers for six (6) months
- b) Department of Aviation - Sixteen (16) Airport Guards for eight and one-half (8 1/2) months.

2. PASSED AND APPROVED this 28th day of January, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 257

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEXAR COUNTY AND THE BEXAR COUNTY WELFARE BOARD TO PROVIDE A PROGRAM OF CARE AND PROTECTION FOR DEPENDENT AND NEGLECTED CHILDREN IN BEXAR COUNTY FOR A TERM ENDING DECEMBER 31, 1960.

\*\*\*\*\*

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 Bexar County and the Bexar County Welfare Board to provide a program of care and protection for dependent and neglected children in Bexar County for a term ending December 31, 1960.
- 2. The contract is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 258 ✓

MANIFESTING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND NOONAN AND KROCKER, ARCHITECTS AND ENGINEERS, FOR THE ASSUMPTION ON CERTAIN CONTRACTUAL OBLIGATIONS BY NOONAN AND KROCKER PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF SAN ANTONIO AND NOONAN, THOMPSON AND KROCKER.

\* \* \* \* \*

WHEREAS, the City entered into an agreement with Noonan, Thompson and Krocke in Ordinance No. 27,560, passed by the City Council on May 7, 1959, for architectural and engineering services in connection with the engineering and designing of City area offices, shops and service facilities, and additions to City Hall; and,

WHEREAS, the City of San Antonio entered into an agreement with Noonan, Thompson and Krocke in Ordinance No. 27, 612, passed by the City Council on May 28, 1959, for architectural services in connection with the construction of the new Police Headquarters Building; and,

WHEREAS, Noonan and Krocke have notified the City that Thomas B. Thompson has withdrawn as a member of the previous firm; and,

WHEREAS, it is agreeable to the City, and to Messrs. Thomas A. Noonan, Thomas B. Thompson, Robert A. Krocke and Clifton E. Noonan, that the firm of Noonan and Krocke shall assume all duties, obligations and benefits under the contracts mentioned above; NOW, THEREFORE,

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

- 1. All duties, obligations and benefits deriving from the aforementioned contracts between the City of San Antonio and Noonan, Thompson and Krocke, Architects and Engineers, shall hereafter exist only between the City of San Antonio and the firm of Noonan and Krocke.
- 2. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 259 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND R. E. YARBROUGH AND COMPANY OF FORT STOCKTON, TEXAS, GRANTING TO SAID COMPANY THE RIGHT TO ERECT AND OPERATE TERRESTRIALSCOPES IN "SUN-KEN GARDENS" FOR A PERIOD ENDING JULY 31, 1962.

\* \* \* \* \*

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, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "City", and R. E. Yarbrough & in words and figures as follows, to-wit:-

W I T N E S S E T H:

2. In consideration of the terms and covenants hereinafter expressed, the City does hereby lease to Operator sufficient space on the City property and premises known as "Sunken Gardens" to install one or more terrestrialscopes.

3. The term of this lease shall be for a period commencing on the 25th day of November, A.D. 1959, and ending on the 31st day of July, A.D. 1962.

4. Operator hereby agrees to pay to the City as rental thirty-three and one third per cent ( $33\frac{1}{3}\%$ ) of the gross proceeds derived from the operation of the terrestrialscope(s). That is, a sum equal to ~~thirty-three~~  $1/3$  per cent of the amount of legal coins collected from said machine(s). Remittance will be forwarded by check to the Tax Assessor and Collector's Office of the City of San Antonio within ten (10) days of each collection.

5. Operator agrees to maintain said terrestrialscope(s) in good repair; and to maintain them safely installed at all times during the term of this lease. Operator further agrees that he will hold harmless, reimburse and indemnify the City from and against all losses, liabilities, claims, suits, debts and damages of any kind or nature whatsoever, inclusive of but not restricted to, personal injury claims, property damage claims, and contractual debts that may be incurred or in any way growing out of Operators' use of the premises herein demised during the term of this lease. Operator further agrees to keep in force at all times a liability insurance policy issued by a reputable insurance company licensed to do business in Texas, which shall insure the Operator and also name the City as co-insured, insuring both parties against any loss or liability as above stated in the following amounts:

\$25,000 per person;

\$50,000 per accident.

6. During the term of this lease, the City agrees that no other coin-operated telescope will be permitted or operated on the premises herein demised, and breach thereof shall constitute a violation and breach of the terms of this lease.

7. The City agrees to furnish the Operator with reasonable access to said terrestrialscope(s) at reasonable times during business hours for the inspection of said equipment, its repairs and maintenance, and for the collection of the cash receipts; provided that the Finance Director of the City of San Antonio may be represented, if he so demands, at each time said collections are taken from said telescopes and shall have the right to audit and examine such collections.

8. The installation of said terrestrialscope and its maintenance shall be at the sole expense of the Operator. The City acknowledges that it has no right, title or interest whatsoever in or to said terrestrialscope, and herein grants Operator the right to remove same upon termination of this lease.

9. This contract is strictly personal with the Operator herein and the contract shall automatically cease and terminate in the event of his death or incapacity, with no survivors rights in the contract or the improvements on the premises whatsoever. Operator shall not assign, sublet, or part with the possession of the premises herein demised during the term of this lease.

11. Operator shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein the City may, at its option, cancel this agreement and terminate this lease; further provided, that if the Operator, or his representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Operator's part is to be performed and/or observed, or if its rights herein granted shall be taken on execution, or if Operator shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors, then, in such case, the City, or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand, enter into and upon the demised premises or any part thereof, in the name of the whole and repossess the same as of its former state, and expell the Operator and those claiming under him and remove his effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Operator's covenants, promises and/or conditions herein contained and without having to answer to the Operator, or those holding under him, for damages of any nature resulting therefrom. All rights of the City to repossess-ion given under this paragraph shall also apply to the City of San Antonio to terminate this lease and repossess said premises in the event of Operator's failure to pay the rent or any installment thereon.

10. Operator agrees that all ordinances of the City of San Antonio and statutes of the State of Texas which apply to him in the conduct of said business will be obeyed and observed by him, his agents, servants, and employees. Operator promises that he will comply with all requirements of the Parks Department concerning the use of the premises herein leased, and will charge such prices as shall meet the approval of the City Parks Director.

12. The Operator has the option to cancel this lease and remove his equipment in the event that the gross receipts from the terrestrialscope(s) installed on said premises does not average Twenty Dollars (\$20.00) per week for three weeks. Said removal shall in this event be made without cost to the City.

13. The foregoing instrument in writing constitutes the entire agreement between the City and operator.

14. PASSED AND APPROVED this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 28, 260 ✓

DIRECTING THE GIVING OF NOTICE OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO AUTHORIZE THE PURCHASE BY THE TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO OF THIRTY FIVE MOTOR BUSES FOR THE TRANSIT SYSTEM OF SAID CITY, THE BORROWING OF FUNDS WITH WHICH TO PAY PART OF THE PURCHASE PRICE THEREOF, AND THE EXECUTION AND DELIVERY OF PROMISSORY NOTES TO EVIDENCE SUCH LOAN, SAID NOTES BEING SECURED BY CHATTEL MORTGAGES ON SAID BUSES; AND TO SET FEBRUARY 26, 1960 AS THE DATE FOR OPENING SEALED BIDS FOR SUCH LOAN; AND DECLARING AN EMERGENCY.

WHEREAS, it has become necessary for the City of San Antonio to extend and improve its transit system in order to render and provide safe, comfortable, efficient and adequate transportation and service and to keep the system in operation by purchasing thirty-five motor buses to replace certain obsolete equipment, and it is desired to pay part of the cost thereof in cash and the balance of the cost by the borrowing of funds and the execution and delivery of promissory note or notes evidencing such loans, the principal and interest of which note or notes are to be payable only out of the renewal and replacement fund of the transit system, which is a revenue fund described in Sections 401, 402 and 406 of the Trust Indenture dated as of March 1, 1959, between the City of San Antonio and National Bank of Commerce of San Antonio, San Antonio, Texas, and to secure said notes by chattel mortgage or mortgages on said thirty-five motor buses; and

WHEREAS, it is desired to give notice prior to the passage of an ordinance authorizing said purchase, borrowing of funds and execution and delivery of chattel mortgages, and setting a date for the letting of competitive bids for such loan; NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That the City Clerk is hereby directed to cause to be published in the Commercial Recorder, a newspaper published and having general circulation in the City of San Antonio, in at least two issues of said newspaper, the first publication to be not less than fourteen days prior to the date fixed for the adoption of an ordinance authorizing said purchase of buses, the borrowing of said funds and execution and delivery of said notes and chattel mortgages and fixing a date for the letting of bids, a notice in substantially the following form:

NOTICE OF INTENTION TO  
PURCHASE THIRTY FIVE MOTOR BUSES FOR  
THE SAN ANTONIO TRANSIT SYSTEM AND  
TO EXECUTE AND DELIVER PROMISSORY  
NOTES SECURED BY CHATTEL MORTGAGES.

Notice is hereby given of the intention of the Council of the City of San Antonio, Texas, at a meeting to be held at 8:30 o'clock A.M. on February 18, 1960, to pass such ordinance and take such action as may be deemed necessary to authorize the purchase of thirty-five motor buses for the San Antonio Transit System and the borrowing of funds not to exceed \$597,736.85 for the purpose of paying part of the purchase price of such buses, and for the execution and delivery of promissory note or notes in an aggregate principal amount not to exceed \$597,736.85, maturing over a period of not more than two years from date of issue, with interest payable monthly at a rate or rates not exceeding six per centum (6%) per annum.

Said notes are to be secured by a chattel mortgage or chattel mortgages on said thirty-five motor buses and are to be payable only from the renewal and replacement fund, which is a revenue fund described in Section 401, 402 and 406 of the Trust Indenture dated as of March 1, 1959 by and between the City of San Antonio and National Bank of Commerce of San Antonio, and

there will appear on the face of each note the words "The holder hereof shall never have the right to demand payment of this obligation or the interest hereon from any funds raised or to be raised by taxation." Said note or notes and said chattel mortgage or chattel mortgages shall include the usual and customary provisions, including a provision for foreclosure with power of sale in event of default.

Said Ordinance will provide, and notice is hereby given, that sealed competitive bids for such loans to be evidenced by said note or notes, at an interest rate which shall not exceed six per cent per annum, shall, prior to February 26, 1960, be delivered by bidders to the office of the General Manager of the City Transit System, fourth floor of the Transit Tower, San Antonio, Texas, and said bids shall be opened on February 26th, 1960; and between the date of said Ordinance and February 26, 1960, the General Manager of the transit system shall make available to prospective bidders at said office, pertinent information about the said acquisition and purchase, said loans and said promissory notes and chattel mortgages.

GIVEN by order of the Council of the City of San Antonio, this 28th day of January, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

Section 2. That by reason of the necessity for the immediate publication of the notice for which provision is herein made in order that said City may effect the purchase of said motor buses, which are urgently needed extensions and improvements to its transit system, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon its enactment, and it is so enacted.

Adopted and approved January 28th, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

- - -  
CERTIFICATE OF TRANSIT BOARD  
OF TRUSTEES OF SAN ANTONIO

TO THE HONORABLE COUNCIL OF THE CITY OF SAN ANTONIO:

Pursuant to the Trust Indenture dated as of March 1, 1959 by and between the City of San Antonio and National Bank of Commerce of San Antonio, particularly Section 901, the Transit Board of Trustees of San Antonio proposes to acquire and purchase thirty-five (35) motor buses from General Motors Corporation for a price not to exceed \$1,010,383.85, paying part of the cost thereof in cash and the balance by borrowing funds and, to evidence such loan, executing and delivering promissory note or notes the principal and the interest of which are payable only out of the renewal and replacement fund of the transit system, such note or notes to be secured by chattel mortgage or mortgages on the thirty-five buses.

THEREFORE, the undersigned, constituting a majority of the Transit Board of Trustees of San Antonio, the Board of Trustees named in said Trust Indenture, do hereby certify as follows:

1. In order for the San Antonio Transit System to render safe, comfortable, efficient and adequate transportation and service and to be kept in proper operation, it has become necessary to extend and improve the system by purchasing thirty-five motor buses to replace certain obsolete equipment.

2. Specifications for these thirty-five buses were prepared by the Board, and, together, with an invitation to bid, were delivered to all manufacturers in the United States qualified to manufacture the buses in accordance with the specifications. Each such manufacturer has either tendered a bid or expressly declined to bid. The lowest bid in accordance with the specifications was submitted by General Motors Corporation and was in the amount of \$1,010,383.85 for thirty-five TDH-4517 transit, diesel, air-conditioned motor buses.

3. Subject to authorization by the Council of the City of San Antonio, an order has been placed by the Board with General Motors Corp. for such buses. Delivery of the first twenty-five buses has been estimated by General Motors Corp. to be between May 1, 1960 and July 1, 1960, and the remaining ten to be delivered between September 1, 1960, and November 1, 1960. Payment for each bus is to be made within thirty (30) days after delivery.

4. Under the terms of said Trust Indenture \$30,000.00 of the revenues of the transit system is allocated each month to the renewal and replacement fund, the only fund that is available for equipment purchases and for interest payments in connection with such purchases. It is estimated that \$412,647.00 will be accumulated in such fund at the time delivery of the said buses is made. It is estimated that the balance of such purchase price, \$597,736.85, if borrowed at an interest rate not to exceed six per cent (6%), can be repaid out of such fund within two years after the date or dates such balance is borrowed, by monthly installments of approximately \$29,000.00, including principal and interest. It is proposed that said note or notes be secured by chattel mortgages on said buses.

5. The Board has caused to be drawn up, and submits herewith, a proposed ordinance directing notice of the purchase, borrowing of funds, and notes and chattel mortgages, and a proposed ordinance authorizing the purchase, borrowing of funds and execution and delivery of notes and chattel mortgages and directing the taking of sealed competitive bids for such loan. The last mentioned ordinance contains the proposed form for said note and chattel mortgages and sets forth the details of the execution of said notes and other matters pertaining to the purchase.

The Transit Board of Trustees of San Antonio respectfully requests that the above mentioned ordinances be favorably considered by the Honorable Council of the City of San Antonio.

DATED this 26th day of January, 1960.

ELIS WILSON  
JOHN GATTS  
JOHN A. ESQUIVEL

AN ORDINANCE 28, 261 ✓

REVISING AND ESTABLISHING ELECTION PRECINCTS FOR THE CITY OF SAN ANTONIO AFTER JANUARY 31st, 1960.

\* \* \*

WHEREAS, as more fully appears by reference to the minutes of the County Commissioners of Bexar County, Texas, on the 14th day of August, 1946, the 14th day of August, 1947, and the 12th day of August, 1948, the 10th day of August, 1949, and the 19th day of August, 1950, the 18th day of August, 1951, the 18th day of August, 1952, the 14th day of August, 1953, the 9th day of August, 1954, the 11th day of August, 1955, the 17th day of August, 1956, the 14th day of August, 1957, the 15th day of August, 1958 and the 14th day of August, 1959, the County Commissioners, acting by the authority vested in them by Article 2934, Chapter 2, Title 50, and Article 2997a, Sec. 5, Chapter 6, Title 50, Revised Civil Statutes of 1925, revised, established and corrected voting precincts within the City of San Antonio; NOW, THEREFORE:

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

1. That the following voting precincts within the corporate limits of the City of San Antonio shall be, after January 31, 1960, identical precincts as revised, established and corrected by the Orders of the Commissioners Court of the County of Bexar, State of Texas, as promulgated by the order of the 14th day of August, A.D. 1946, the 14th day of August, A.D. 1947, the 12th day of August, A.D. 1948, the 10th day of August A.D. 1949, the 19th day of August A.D. 1950, the 18th day of August, A.D., 1951, the 18th day of August, 1952, the 14th day of August A.D. 1953, the 9th day of August A.D. 1954, the 11th day of August, A.D. 1955, the 17th day of August, A.D. 1956, the 14th day of August, A.D. 1957, the 15th day of August, A.D. 1958 and the 15th day of August A.D. 1959 which orders are included herein by reference as fully and to all intents and purposes as if they were copied herein, the said voting precincts being numbered as follows: 1 through 70, 72, 78, 79, 90, 91, 95, 100, 102, 103, 107, 113, 114, 118 through 124, 126, 128, 129, 130, 132, 135 through 138, 140 through 145, 149 through 169.

2. There is filed herewith a map and plat reflecting and describing all of the hereinabove described precincts, which map and the designations shown thereon are hereby adopted and made a part of this ordinance.

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

4. PASSED AND APPROVED this 28th day of January, 1960 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 28, 262

AUTHORIZING THE EXECUTION OF A CERTAIN INSURANCE CONTRACT BY THE CITY OF SAN ANTONIO WITH QUEEN INSURANCE COMPANY OF AMERICA AND AUTHORIZING PAYMENT OF THE INSURANCE PREMIUM.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a contract and any endorsement(s) required with the renewal of the following insurance policy:

a. Queen Insurance Company of America, Policy No. 37-17-31, for the period August 15, 1962, which provides fire and extended coverage insurance.

2. That payment of the insurance premium described herein above is authorized as follows:

a. The sum of \$31,094.68 to L. C. Beery Insurance Agency, 400 Soledad Street, San Antonio 5, Texas.

3. PASSED AND APPROVED this 28th day of January, 1960 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

## AN ORDINANCE 28, 263

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 changed in classification and the re-zoning of the hereinbelow designated property, to-wit:

Case No. 859

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

Lot 8, NCB 10614

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 4th day of February, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk