

AN ORDINANCE 27,061

AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND ASSUME ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE; AND AUTHORIZING AND DIRECTING THE CITY WATER BOARD TO TAKE OVER AND CONTROL ALL ASSETS AND PROPERTIES OF THE BEXAR COUNTY FRESH WATER SUPPLY DISTRICT NO. ONE

WHEREAS, the Bexar County Fresh Water Supply District No. One was established for the purpose of providing fresh water to the inhabitants of a certain area; and

WHEREAS, the area serviced by the said Bexar County Fresh Water Supply District No. One is now located within and is a part of the City of San Antonio; and

WHEREAS, Article 1182-C-1, V.A.C.S., as amended, requires that said Bexar County Fresh Water Supply District No. one be abolished and that the City of San Antonio shall take over all properties and assets, shall assume all debts, liabilities and obligations and shall perform all functions and services of said District; and

WHEREAS, the City Water Board controls, maintains and supervises the City waterworks system of which the waterwork system of the Bexar County Fresh Water Supply District is now a part of; NOW, THEREFORE:

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

1. The City Water Board is hereby authorized and directed to take over and assume all debts, liabilities and obligations of the Bexar County Fresh Water District No. One and shall perform all functions and services of said District.

2. The City Water Board is hereby authorized and directed to take over and control all assets and properties of the Bexar County Fresh Water Supply District No. One.

3. PASSED AND APPROVED this 30th day of October A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

DENYING THE APPLICATION OF HARRY M. YARBOROUGH FOR INJURY LEAVE

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

1. The request of Harry M. Yarborough that he be placed on injury leave for the period from December 3, 1957 to July 28, 1958, is denied.

2. PASSED AND APPROVED this 30th day of October, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

DENYING THE APPLICATION OF THE SAN ANTONIO TRANSIT COMPANY FOR A FARE INCREASE

WHEREAS, On October 15, 1958, the San Antonio Transit Company filed an application for a fare increase; and

WHEREAS, after notice duly given to the San Antonio Transit Company, a public hearing on said application was held on October 23, 1958; and

WHEREAS, the City Council finds that the fair value of the property of the San Antonio Transit Company which is used and useful in the public service does not exceed \$3,500,000.00; and

WHEREAS, the City Council finds that a fair rate of return is between 7% and 7.50% and that the current schedule of fares will yield a return in excess of 7%; NOW THEREFORE:

1. The application of the San Antonio Transit Company for a fare increase, filed October 15, 1958, is denied.

2. PASSED AND APPROVED this 30th day of October, 1958.

ATTEST:
J. Frank Gallagher
City Clerk

J. Edwin Kuykendall
Mayor

AN ORDINANCE 27,062

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
A. J. MONIER & COMPANY, INC., TO REPLACE
LOW PRESSURE BOILER AT MAIN LIBRARY FOR A TOTAL
OF \$3,910.00

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

1. The attached low qualified bid of A. J. Monier & Company, Inc., dated November 4, 1958 to replace low pressure boiler at the Main Library, 201 West Market Street for a total of \$3,910. is hereby accepted.
2. Payment to be made from 5-08 General Fund, Department of Public Library, Account No. 15-03-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,063

AMENDING ORDINANCE NO. 27041 ACCEPTING THE
LOW BID OF TEXAS CONSTRUCTION COMPANY FOR
IMPROVEMENT OF ROOSEVELT AVENUE FROM GROVE TO
HICKS AVENUE; AND APPROPRIATING A FURTHER SUM OF
\$2,000.00 OUT OF NO. 479-01, STREET IMPROVEMENT
BOND FUND AS A CONTINGENCY ACCOUNT FOR SUCH
PROJECT

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

1. That Ordinance No. 27041 is hereby amended by substituting the figure \$39,392.60 for the figure \$38,312.60 in paragraphs One (1) and Four (4) of such ordinance.
2. The sum of \$2,000.00 is hereby appropriated out of No. 479-01, Street Improvement Bond Fund, Series 1956, to be used as a Contingency Account for the improvement of Roosevelt Avenue from Grove to Hicks Avenue.
3. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,064

APPROPRIATING THE ADDITIONAL SUM OF \$11,411.00
TO PROVIDE FOR CHANGES AND ADDITIONS IN THE CON-
STRUCTION OF STORM DRAINAGE PROJECT NO. 68

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

1. The additional sum of \$11,411.00 is hereby appropriated out of No. 479-03, Storm Drainage Improvement Bond Funds, payable to Austin Bridge Company, to provide for certain changes and additions in the construction of Storm Drainage Project No. 68, which changes and additions were not foreseen or provided for in the original contract for such construction.
2. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,065

APPROPRIATING THE ADDITIONAL SUM OF \$5,400.00
TO PROVIDE FOR ADDITIONAL ENGINEERING SERVICES
FOR STORM DRAINAGE PROJECT NO. 68 AND FOR INCREASE
OVER THE ORIGINAL ESTIMATE OF COST OF SUCH SERVICES

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

1. The additional sum of \$5,400.00 is hereby appropriated out of Storm Drainage Bond Fund No. 479-03 (1956 Series), payable to M. R. Mitchell & Associates for additional engineering services for Storm Drainage Project No. 68 and to provide for the increase over the original estimate of cost of such services.

2. PASSED AND APPROVED this 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,066

APPROPRIATING THE ADDITIONAL SUM OF \$12,909.62 TO
PROVIDE FOR CHANGES AND ADDITIONS IN CONSTRUCTION
OF STORM DRAINAGE PROJECT NO. 69

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

1. The additional sum of \$12,909.62 is hereby appropriated out of No. 479-03, Storm Drainage Improvement Bond Funds payable to H. B. Zachry Company, to provide for certain changes and additions in the construction of Project No. 69, which changes and additions were not foreseen or provided for in the original contract for such construction.

2. PASSED AND APPROVED this 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,067

APPROPRIATING CERTAIN FUNDS 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 of money are hereby appropriated out of the stated funds for the various designated projects:

NEBRASKA STREET WIDENING PROJECT - Street Improvement Bond Fund, Series 1956, Account No. 479-01

a. \$6,950.00 payable to Guardian Abstract and Title Company, as escrow agent for Ewell Daniels and wife, Almarie Daniels, 559 Dorie, San Antonio, Texas, for Lot 30, Block 36, New City Block 10717, more fully described in the general warranty deed from said Ewell Daniels and wife, Almarie Daniels, to the City of San Antonio, incorporated herein by reference, Parcel No. 2993.

b. \$7,400.00 payable to Guardian Abstract and Title Company, as escrow agent for Boyd Prince Hall, a single man, 558 Dorie Street, San Antonio, Texas, for Lot 15, Block 37, New City Block 10718, more fully described in the warranty deed from said Boyd Prince Hall, a single man, to the City of San Antonio, incorporated herein by reference, Parcel No. 2994.

SOUTH ZARZAMORA STREET WIDENING PROJECT - Street Improvement Bond Fund, Series 1957, Account No. 479-10

c. \$1,275.00 payable to Alamo Title Company, as escrow agent for the Bexar Metropolitan Water District, a private corporation, San Antonio, Texas, for the East 22.5 feet of Lot 12, Block 50, New City Block 7989, San Antonio, Texas, more fully described in the warranty deed from the Bexar Metropolitan Water District to the City of San Antonio, incorporated herein by reference, Parcel No. 3339.

STORM DRAINAGE PROJECT 58-B - Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13

d. \$2,100.00 payable to Guardian Abstract and Title Company, as escrow agent for Frank A. Guido, 219 Jeanette, San Antonio, Texas, for a tract of land more fully described in the warranty deed from Frank A. Guido to the City of San Antonio, incorporated herein by reference, Parcel Nos. 3499 and 3500.

INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-02 Federal
 Airport Aid Project No. 9-41-080-5709

e. \$7,650.00 payable to Commercial Abstract and Title Company, as escrow agent for G. C. Walters and wife, Ola Walters, Sandau Road, Route 13, Box 135, San Antonio, Texas, for a tract of land more particularly described in the warranty deed from G. C. Walters and wife, Ola Walters, to the City of San Antonio, incorporated herein by reference, Parcel No. 2570.

2. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

q -

AN ORDINANCE 27,068

AMENDING ORDINANCE NO. 26,866, WHICH APPROPRIATED
 CERTAIN FUNDS IN CONNECTION WITH THE CITY LAND
 ACQUISITION PROGRAM

WHEREAS, the City appropriated the sum of \$2,950.00 payable to Alamo Title Company, as escrow agent for J. F. Perry, Jr., for certain property in connection with the City Land Acquisition Program and

WHEREAS, it was subsequently found that J. F. Perry, Jr., cannot give indefeasible fee title to the property in question; NOW THEREFORE:

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

1. Ordinance No. 26,866 passed and approved August 28, 1958, is hereby amended by deleting Paragraph 1 (c) therefrom.

2. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 27,069 ✓

APPROPRIATING CERTAIN SUMS OF MONEY IN CONNECTION
 WITH LAND ACQUISITIONS THROUGH CONDEMNATION
 PROCEEDINGS

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

✓ 1. The following sums are hereby appropriated out of the named funds payable to Fred Huntress, County Clerk of Bexar County, Texas, in connection with land acquisitions by condemnation proceedings.

WOODLAWN HILLS INTERCEPTOR MAIN, S-14, S-15, A & B Sanitary Sewer Improvement and Extension Bonds, 1957 Series, Account No. 479-14

a. \$1,525.00 subject to the order of Solomon Casseb, Jr., as independent executor of the estate of Homer L. Twining, deceased, for a permanent easement and a temporary construction easement over certain property in connection with Woodlawn Hills Interceptor Main, Parcel Nos. 3374, 3375, 3376, and 3377.

✓ ZARZAMORA STREET WIDENING PROJECT - Street Improvement Bond Fund, Series 1957, Account No. 279-10

b. \$800.00 subject to the order of Oliver Kenneth Presser and General Investment Corporation, and other defendants according to their respective interests as may be determined by the Court, for Lot 13, Block 59, New City Block 7981, in connection with the South Zarzamora Street Widening Project, Parcel No. 3318.

2. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 27,070

AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS FOR THE PURPOSE OF DETERMINING THE JOINT RESPONSIBILITIES OF THE CITY AND THE STATE FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE STREET ILLUMINATION SYSTEM ON THE SAN ANTONIO URBAN EXPRESSWAY FROM BLANCO ROAD TO MCCULLOUGH AVENUE THE ROUTE OF HIGHWAY NO. LOOP 13; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, it is the desire of the City that a street illumination system be constructed, operated and maintained on the San Antonio Urban Expressway, from Blanco road to McCullough Avenue, the route of Highway No. Loop 13; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City by participating in the cost of the construction, maintenance and operation of said street illumination system, conditioned that the City, as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into an agreement with the State for determining the responsibilities of the parties with reference thereto.

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

SECTION 1. That since the public convenience and safety of the City and the people of the City require it, said street illumination system shall be constructed, operated and maintained.

SECTION 2. That the City Manager be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance, in the form attached hereto and marked "Exhibit A".

SECTION 3. The City Clerk is hereby directed to attest the agreement and contract and to affix the proper seal of the City thereto.

SECTION 4. The Mayor having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the contract aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

SECTION 5. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF STREET ILLUMINATION SYSTEM WITHIN MUNICIPALITY

STATE OF TEXAS
COUNTY OF TRAVIS

This agreement made this ___ day of _____, 19___, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the 6th day of November, 1958, hereinafter called the "City", party of the second part.

WITNESSETH:

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance and operation of the street illumination system on the San Antonio Urban Expressway from Blanco Road to McCullough Avenue, the route of Highway No. Loop 13, and hereinafter referred to as the "street illumination system", and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the construction, maintenance and operation of said street illumination system, conditioned that the City, as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into an agreement with the State for the purpose of determining the responsibilities of the parties with reference thereto:

AGREEMENT

NOW THEREFORE, In consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. Project Authorization

It is understood and agreed between the parties hereto that the City by virtue of the provisions of its charter and the laws of the State of Texas has exclusive control of and jurisdiction over streets and public ways within the incorporated limits of such City, and that the City has requested and consented to the construction,

maintenance and operation of the street illumination system, and the State in assisting in the construction, operation and maintenance work does so at the special instance and request of the City .

The section of highway and city street covered by this agreement is designed as a Freeway as defined by House Bill No. 451, Acts 52nd Legislature, Regular

Session. The "Freeway lanes" are the inner pavement lanes designed to serve through traffic and are supported by "Frontage Streets", or outer streets, designed to serve abutting property and adjacent areas. Entrance and exit ramps connect the Freeway lanes with the Frontage Streets. The street illumination system to be constructed in accordance with the terms of this agreement shall provide for illumination of the Freeway lanes including entrance and exit ramps and other Freeway traffic interchange installations. The joint responsibilities of the city and State for the construction, maintenance and operation of this street illumination system will be in accordance with the following provisions.

2. Construction Responsibilities

The State will prepare or provide for the plans and specifications, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction, reconstruction or betterment work as required by said plans. As the project is developed to the construction stage, either as a unit or in increments, the State will secure the City's approval of the construction plans for each increment or the unit prior to award of contract. The cost of the preliminary engineering performed by the State's employees in preparing plans and specifications, advertising for bids and letting of the construction contract will be borne by the State. The cost of the construction engineering performed by the State in supervising the construction work required by the plans and specifications will be shared by the State and the City, with one-half the cost borne by the City and one-half borne by the State.

It is agreed by both parties hereto that the street illumination system shall be designed to provide an average illumination of approximately 0.8 foot candle power on the pavement surface, and that the type of illumination shall be determined by utilizing as a guide the current standard of the Illumination Engineering Society. It is understood that the illumination intensity is stated in this agreement for the purpose of arriving at a preliminary mutual understanding upon which to base design, and that the illumination intensity may vary on sections or portions of the project as may be found desirable by subsequent engineering studies. Final approval of the amount and extent of illumination shall be evidenced by the approval of both parties of the construction plans.

All costs of constructing the street illuminating system, including but not limited to such items as conduits, lamp standards, mast arms, reflector units, lamps, bowls, electrical conductors, wiring, etc., will be financed on a cooperative basis, and one-half the cost of such construction will be borne by the City and one-half by the State.

Prior to such time as it is the desire of the City and the State to receive bids for the construction of the street illumination system covered by this agreement, a separate agreement will be made to cover the financing of each specific project.

3. Maintenance and Operation Responsibilities

The City hereby agrees at its expense to furnish the electric energy required for proper operation of the street illumination system, such electric energy to be provided at points on the street illumination system as designated by the State. The City further agrees to maintain and operate the street illumination system in an efficient and slightly condition.

The State hereby agrees to reimburse the City in the amount of 50% of the cost of the electric energy used by the Street illumination system and 50% of the cost of the work performed in maintaining and operating the street illumination system in an efficient and slightly condition.

The City and State accept their respective responsibilities in the maintenance and operation of the street illumination system based upon the following understanding of conditions which shall govern in determining electrical energy rates, and maintenance and operation costs and procedure;

(a) Prior to such time as it is the desire of the City and the State to place any segment of the lighting system covered by this agreement in operation, a separate agreement will be made covering the charges for energy and normal maintenance per lamp per year, and defining the extent of major maintenance work which will be accounted as force account work.

(b) All requests by the City to the State for payments in accordance with the State's agreed participation shall be properly certified and submitted by the City to the District Engineer of the State Highway Department at San Antonio, Texas. Such requests for payment shall be in accordance with forms prescribed by the State and shall be submitted at not less than monthly intervals.

The City will assume maintenance and operation on a date to correspond with the date construction of the street illumination system is completed and accepted by the State. If the illumination system is constructed by sections this provision shall apply to each such separately constructed section.

This section of this agreement, Section 3 headed "Maintenance and Operation Responsibilities", in respect to the City's responsibility for maintaining and operating the street illumination system and the State's responsibility for 50% participation in the cost thereof shall remain in force for a period of two years from date that maintenance and operation responsibilities are first assumed by the City, after which this section of the agreement will be renewed or a new agreement executed covering these responsibilities. It is understood that all other provisions of this agreement shall remain in full force and effect.

4. General.

It is understood that the State's financial participation in construction, maintenance and operation will not extend to and include the construction and maintenance of any primary lines and incidental equipment necessary to connect the Freeway illumination system with power stations.

It is understood that the State shall participate in the maintenance and operation work only as long as the project is the route of a state highway, and it is understood and agreed between the parties hereto that all obligations of the State and City as created herein shall terminate if and when the project is no longer the route of a State highway.

The Street illumination system shall be jointly owned by the City and State without the right of either party to act independently of the other to sell, donate, or by any other means to relinquish its pro rata ownership interest, or any part thereof, to any third party provided that division of property and equipment shall ultimately be made in the manner heretofore agreed upon. Unless established by subsequent agreement, approved by both parties, neither the City nor the State shall have the right to remove or relocate any part of the Street illumination system except as necessary to accomplish replacement of unserviceable items as required in the normal maintenance and upkeep of the illumination system.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the 6th day of November, 1958 and the State Highway Department on the ___ day of _____, 195__.

CITY OF SAN ANTONIO

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

ATTEST:
J. Frank Gallagher
City Clerk

THE STATE OF TEXAS

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

By Administrative Engineer

AN ORDINANCE 27,071 ✓

CHANGING THE NAME OF PORTIONS OF WELLESLEY BOULEVARD, CHESTER ROAD, AND ASSIGNING THE NAME PANAM EXPRESSWAY SOUTH TO A PORTION OF U. S. 81 EXPRESSWAY

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

1. The names of the following public streets located within the corporate limits of the City of San Antonio, Bexar County, Texas, are hereby changed and shall be hereafter known as indicated below, to-wit:

That portion of Wellesley Boulevard from U. S. Highway 81 North to Klaus Road is changed to "Seidel Road".

That portion of Chester Road from East Houston Street south to its end is changed to Creswell Drive".

2. The name "Panam Expressway South" is hereby assigned to that portion of U. S. 81 Expressway from Nogalitos Street to South West Military Drive.

3. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,072

ABOLISHING THE INTEREST AND REDEMPTION FUND FOR WATER CONTROL AND IMPROVEMENT DISTRICT NO. 8, TRANSFERRING ALL MONIES CREDITED TO SUCH FUND AND DIRECTING THAT DELINQUENT TAX COLLECTIONS FOR SUCH FUND BE DEPOSITED IN THE INTEREST AND REDEMPTION FUND FOR WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

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

1. All bonds issued by Water Control and Improvement District No. 8 and assumed by the City of San Antonio having been retired and the obligation fully discharged, the Interest and Redemption Fund for Water Control and Improvement District No. 8 is abolished. All monies credited to such fund are transferred to Interest and Redemption Fund for Water Control and Improvement District No. 2. All delinquent taxes collected which were levied for the purpose of retiring indebtedness on bonds issued by Water Control and Improvement District No. 8, shall be credited to the Interest and Redemption Fund for Water Control and Improvement District No. 2.

2. PASSED AND APPROVED this 36th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,073

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND ELECTRIC CARRIER CORPORATION FOR THE OPERATION OF GOLF CARTS AT WILLOW SPRINGS GOLF COURSE

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 the Electric Carrier Corporation, of Bexar County, Texas, hereinafter referred to as "Licensee", in words and figures as follows:

WITNESSETH:

2. Licensee is hereby granted the privilege of operating electric golf carts on the Willow Springs Golf Course owned by the City of San Antonio.

3. It is agreed and understood by and between the parties hereto that not more than fifteen (15) such machines shall be operated on Willow Springs Golf Course.

4. It is further understood and agreed that the privilege granted herein is for a period of one (1) year, commencing on the 21st day of November, 1958, and ending on the 20th day of November, 1959.

5. It is expressly understood that the following charges shall be made by Licensee in the exercise of the privilege herein granted:

Use of machines to play 9 holes of golf \$ 3.00
Use of machines to play 18 holes of golf 5.50

6. As consideration for the privilege herein granted, the City of San Antonio shall receive at the close of each day, One Dollar (\$1.00) for each nine holes rental and One Dollar and Fifty Cents (1.50) for each eighteen holes rental. Said percentages shall be paid to the Manager of the Golf Courses.

7. Licensee agrees to save and hold harmless the City of San Antonio from any and all liability growing out of incident to the operation of such golf carts on Willow Springs Golf Course. At the time of execution of this contract, Licensee shall furnish the City a liability insurance policy issued by a reputable insurance company, licensed to do business in the State of Texas, which by its terms names the City of San Antonio as co-insured and protects and indemnifies the City against any and all liability growing out of or incident to the operation of the electric golf carts on said Willow Springs Golf Course in the following amounts:

Fifty Thousand Dollars (\$50,000) per person;
One-Hundred Thousand Dollars (\$100,000) per accident.

8. The privilege of renting electric golf carts at the said Willow Springs Golf Course shall at all times be subject to regulation and control by the City of San Antonio and its agents. Should the Golf Course Manager decide that because of weather conditions or other circumstances, it would be detrimental to the public or golf course to allow the use of said electric golf carts on any particular day or days, said Manager's decision shall be final and the use of said machines on such days shall be forbidden.

9. Electric golf carts shall be operated in accordance with rules and regulations established by the Director of Parks and Recreation of the City of San Antonio.

10. Licensee agrees that the City shall not be responsible for any damage, breakdown, or injury to said machines and Licensee further agrees that he will, at his own expense, make any necessary repairs required to keep said machines in safe and useable condition. The Manager of said Golf Course is authorized to suspend the use of any electric machine which he finds to be unsafe and in need of repair until such machine is put in proper operating condition.

11. City agrees to furnish Licensee electricity necessary to periodically recharge the golf carts operated on said Golf Course.

12. PASSED AND APPROVED this 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

13. The foregoing instrument constitutes the contract between the City of San Antonio and the Electric Carrier Corporation and is accepted in all things by the undersigned.

ELECTRIC CARRIER CORPORATION

AN ORDINANCE 27,074 ✓

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY SITUATED WITHIN AND WITHOUT THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: TO PROVIDE RIGHT-OF-WAY FOR THE EXTENSION AND ENLARGEMENT OF SAN ANTONIO INTERNATIONAL AIRPORT; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CAN NOT 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 and without its corporate limits for public purposes, to-wit: to provide right-of-way for the extension and enlargement of San Antonio International Airport, as show by a map prepared by F. T. Drought, Consulting Engineer, and filed in the office of the City Clerk.

2. Such privately-owned real property is described as follows, to-wit: All or portions of New City Block 8676 and New City Block 12052, Tract No. 5, John Coker Survey No. 12, County Block 5001.

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 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,075 ✓

GRANTING THE PETITION OF THE BEACON HILL CHURCH
OF CHRIST FOR EXEMPTION FROM CITY TAXES ON CHURCH
OWNED PROPERTY IN NEW CITY BLOCK 1828

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

1. That the property owned by the Beacon Hill Church of Christ, Incorporated, the same being the North 128 feet of 4 and North 128 feet of East 10 feet of 3 and North 128 feet of West 15 feet of 5, Block 36, New City Block 1828, 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, 1958, 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. The original petition of the above named organization requesting tax exemption on the property involved is attached hereto and made a part hereof.

PASSED AND APPROVED on the 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,076 ✓

REPEALING ORDINANCE NO. 22847, DATED MAY 17, 1956;
APPROVING THE LOCATION OF U. S. HIGHWAY 90 FROM THE
WEST CITY LIMITS NEAR CASTROVILLE ROAD EASTERLY TO
SOUTH FLORES STREET NEAR EAST MITCHELL STREET AS
ESTABLISHED BY THE STATE PURSUANT TO HIGHWAY COMMISSION
MINUTE NO. 32277, DATED JUNE 25, 1952 and RESOLUTION
OF THE CITY COUNCIL DATED JULY 17, 1952; ESTABLISHING
BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-
OF-WAY LOCATION; DIRECTING THAT BUILDING PERMITS BE NOT
ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH
RIGHT-OF-WAY

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

1. That Ordinance No. 22,847, dated May 17, 1956 is hereby repealed.

2. That the location of U. S. Highway 90 from the West City Limits near Castroville Road extending easterly to South Flores Street near East Mitchell Street be and is hereby approved.

3. Attached hereto and made a part hereof is a location map, prepared by the Texas Highway Department and dated October 28, 1958, showing the above described location of U. S. Highway 90 and showing the right-of-way boundaries.

4. The outer boundaries of the approved U. S. Highway 90 location as shown by the said map are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

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

6. PASSED AND APPROVED this 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

Repealed -
Ord 29486
5/24/61

✓
AN ORDINANCE 27,077

ACCEPTING THE PROPOSAL OF DE LEUW, CATHER & COMPANY FOR ENGINEERING SERVICES IN CONNECTION WITH AN APPRAISAL OF THE PHYSICAL ASSETS OF THE SAN ANTONIO TRANSIT COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SUCH FIRM; TRANSFERRING THE SUM OF \$12,000 OUT OF THE GENERAL FUND CONTINGENCY ACCOUNT NO. 70-01-01 TO ACCOUNT NO. 06-07-01; AND AUTHORIZING PAYMENT OF SUCH SUM OUT OF ACCOUNT NO. 06-07-01 TO DE LEUW, CATHER & COMPANY IN ACCORDANCE WITH THE TERMS OF THEIR PROPOSAL

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

1. The proposal of De Leuw, Cather & Company for engineering services in connection with an appraisal of the physical assets of the San Antonio Transit Company is hereby accepted.
2. The City Manager is hereby authorized to execute the attached contract with De Leuw, Cather & Company.
3. The sum of \$12,000 is hereby transferred out of General Fund Contingency Account No. 70-01-01, to account No. 06-07-01 to provide for payment to De Leuw, Cather & Company in accordance with the terms of such contract.
4. Payment of the sum of \$12,000 to De Leuw, Cather & Company is hereby authorized to be made in accordance with the terms of such contract.
5. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

- - -
A RESOLUTION ✓

AUTHORIZING AND DIRECTING THE CITY MANAGER TO RETAIN THE PROFESSIONAL SERVICES OF E. S. EMERSON AS FINANCIAL ADVISOR TO THE CITY IN CONNECTION WITH THE RATE DISPUTE BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO TRANSIT COMPANY

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

1. The City Manager is hereby authorized and directed to retain the professional services of E. S. Emerson as financial advisor to the City of San Antonio in connection with the rate dispute between the City and the San Antonio Transit Company.
2. Payment for the services of E. S. Emerson is authorized to be made on a per diem basis of \$100.00, total payment not to exceed the sum of \$1,000.00.
3. PASSED AND APPROVED this 6th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

- - -
AN ORDINANCE 27,078

ACCEPTING THE PROPOSAL AND CREATING A CONTRACT WITH PETE HARRIS FOR MOVING AND RELOCATING FOUR (4) BUILDINGS BY NOVEMBER 24, 1958

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

1. That this ordinance evidences the acceptance of the attached bidders proposal, and makes and manifests a contract in accordance with the terms of such proposal, the City Charter and relevant ordinances of the City of San Antonio with Pete Harris for the removal of four (4) buildings to designated relocation areas by November 24, 1958 in consideration of payment by the City to Pete Harris of the sum of \$5,300.00
2. Payment will be made by the City upon completion of the project in accordance with the terms of the Proposal.
3. That all provisions of the specifications will be adhered to and that the Contractor's Proposal is attached hereto and made a part hereof.
4. That this instrument in writing constitutes the entire agreement between the

parties.

5. PASSED AND APPROVED this 6th day of November, A. D. 1958./

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,079 ✓

AUTHORIZING PAYMENT OF CLAIMS AND REFUNDS IN AMOUNTS NOT EXCEEDING \$200.00 UPON THE WRITTEN APPROVAL OF THE CITY MANAGER AND THE CITY ATTORNEY

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

1. The Director of Finance, upon the approval in writing by the City Manager and the City Attorney, shall pay out of any funds appropriated therefore in settlement of small claims against the City not exceeding the sum of \$200.00 for any one claim.

2. The Director of Finance, upon the approval in writing by the City Manager and the City Attorney, shall, in any instance in which the City has erroneously assessed and collected fees or penalties against any person, or in any instance in which a person may otherwise be legally entitled to a refund or reimbursement of monies paid to the City, pay such refund or reimbursement and shall charge such sum against the fund or account into which the monies were paid, provided that any one such refund or reimbursement shall not exceed \$200.00.

3. All ordinances in conflict herewith are repealed.

4. PASSED AND APPROVED this 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,080

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1007)

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

Lots 55 and 56, NCB 10744

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 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

*Repealed Ord 36207
2/8/58*

AN ORDINANCE 27,081

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. Part of Case No. 916)

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

Tract "A", NCB 13850

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 6th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,082

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF REMINGTON RAND COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN SHELVING FOR A TOTAL OF \$12,539.95

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

1. The attached low qualified bid of Remington Rand Company, dated November 3, 1958, to furnish the City of San Antonio, Public Library with certain items of shelving for a total of \$12,539.95 is hereby accepted.

2. Payment to be made from General Fund, Department of Public Library, Account No. 15-03-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 13th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,083

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF THE VENDORS AS LISTED BELOW TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN ITEMS OF OFFICE FURNITURE FOR A TOTAL OF \$8,573.04

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

1. The attached low qualified bids of the vendors as listed below, dated October 10, 1958, to furnish the City of San Antonio various departments with certain items of office furniture for a total of \$8,573.04, is hereby accepted as follows:

Beamus Office Supply	
Items #2 and 3	\$ 2,116.80

Fielden-Beamus Co., Inc.	
Items #5 and 15	489.60

Remington-Rand Corp. Items #6, 7, 8 & 9	\$2,606.75
Maverick-Clarke Items #10, 14, 17 & 18	1,158.19
Don Wittig Office Furniture Items #13 & 16	224.70
Paul Anderson Company Items #19 & 20	1,392.00
	\$ 8,573.04

2. Payment to be made as follows:

<u>Account No.</u>	<u>Amount</u>
04-01-01	\$300.30
06-08-01	89.20
07-02-01	2097.77
07-03-02	2458.40
07-04-01	69.40
08-02-01	44.97
09-02-02	100.10
09-03-01	1652.30
09-04-01	200.20
09-04-04	100.10
10-01-03	395.70
10-03-03	44.97
10-06-01	100.10
11-02-01	193.40
13-01-01	44.97
16-01-01	206.35
17-02-01	89.94
17-05-01	119.90
17-08-01	44.97
46-06-01	119.90
47-03-08	100.10
	\$ 8573.04

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,084

ACCEPTING THE LOW BID OF AUSTIN BRIDGE CO., IN THE AMOUNT OF \$361,800.40 FOR CONSTRUCTION OF STORM DRAINAGE IMPROVEMENT PROJECT NO. 20; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING FUNDS TO PAY FOR SAID WORK; AND APPROPRIATING THE SUM OF \$18,000.00 FOR USE AS A CONSTRUCTION CONTINGENCY ACCOUNT FOR SAID PROJECT

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

1. The low bid of Austin Bridge Co., in the amount of \$361,800.40 for construction of Storm Drainage Improvement Project No. 20, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Austin Bridge Co., 8546 Broadway, San Antonio, Texas, the City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Public Works and Legal Departments.

4. The sum of \$361,800.40 is hereby appropriated out of No. 479-03, Storm Drainage Improvement Bond Fund, Series 1956, payable to Austin Bridge Co., for said construction work, payment to be made in such sums and at such times as are provided in said contract.

5. The sum of \$18,000.00 is hereby appropriated out of No. 479-03, Storm Drainage Improvement Bond Fund, Series 1956, for use as a Construction Contingency Account in conjunction with the above project; payments out of said contingency account shall be made as required, upon the recommendation of the Director of Public Works, and the approval of the City Manager.

6. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,085

AUTHORIZING THE EXECUTION OF CERTAIN INSURANCE CONTRACTS BY THE CITY OF SAN ANTONIO WITH GLOBE INDEMNITY COMPANY, AND AUTHORIZING PAYMENT OF INSURANCE PREMIUMS IN THE TOTAL SUM OF \$171.09

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

- 1. The City Manager is hereby authorized to execute contracts and endorsements required in connection with insurance policies as follows:
 - a. Globe Indemnity Company, Collision or Upset and Combined Additional Coverage Automobile Insurance on 1957 2 Ton Chevrolet Truck Gasoline Tender in service at Stinson Municipal Airport, San Antonio, Texas, November 15, 1958 to November 15, 1959. Premium \$171.09.
- 2. That payment for insurance premiums required on policies described hereinabove is hereby authorized as follows:
 - a. The sum of \$171.09 to Arthur G. Randol, 2002 No. St. Mary's Street, San Antonio, Texas.
- 3. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,086

AN ORDINANCE GRANTING PERMISSION TO MARVIN H. UECKER 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 Marvin H. Uecker 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 1133 Garraty Road, East 20 ft. of Lot 38 and West 60 ft. of Lot 39, Block 9 CB 5848, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
- 5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
- 6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
- 7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943 effective December 31, 1945, Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.
- 8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
- 9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,087

AN ORDINANCE GRANTING PERMISSION TO Mendel
S. KALIFF 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 Mendel S. Kaliff 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 704 Ridgemont, Lot 1, County Block #5885 (Norfolk Estates, Terrell Hills) and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.
8. That the inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 13th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,088

APPROPRIATING CERTAIN SUMS OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND FUND, SERIES 1955, SECTION "A", FUND NO. 478-01, PAYABLE TO FRED HUNTRESS COUNTY CLERK, FOR BILL OF COSTS INCURRED IN CERTAIN CONDEMNATION CAUSE; AND ALSO APPROPRIATING \$90.00 OUT OF SAID FUND PAYABLE TO LOYD GLEN SMITH FOR REFUND OF RENTAL DEPOSIT AND PREPAID RENT ON THE PREMISES AT 519 GARDINA AVENUE

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

1. The following sums are hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955, Section "A", Fund No. 478-01, payable to Fred Huntress, County Clerk:

a. \$58.95 in payment of bill of costs incurred in connection with the acquisition of right-of-way for expressway by condemnation, per statements attached:

Cause #45439, City of San Antonio vs. Mauro F. Cantu, et al, (Parcel #34)
U. S. Highway #81 Expressway (Central Section) \$30.75

Cause #47011, City of San Antonio vs. Union Fraternal Latino
Americano (Parcel #93) U. S. Highway #81 Expressway
(South Section) 28.20

TOTAL \$ 58.95

b. \$4.00 in payment of bill of costs incurred in condemnation cause #924 in the County Court of Bexar County, styled City of San Antonio vs. L. B. Connell, et al, in connection with the acquisition of Parcel Nos. 1829-30-31-32 for U. S. Highway #87 Northwest Expressway, per statement attached.

2. The sum of \$90.00 is hereby appropriated from the above mentioned fund, payable to Loyd Glen Smith, 106 Daugherty Street, Garland, Texas, as refund of the rental deposit and prepaid rent on the premises at 519 Gardina Avenue, San Antonio, Texas; said refund being made pursuant to the lease agreement for the aforesaid premises between the City of San Antonio and Loyd Glen Smith dated August 26, 1958.

3. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,089

APPROPRIATING THE SUM OF \$311.10 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-02, FEDERAL AIRPORT AID PROJECT #9-41-080-5709, PAYABLE TO COMMERCIAL ABSTRACT AND TITLE COMPANY, FOR CLOSING COSTS INCURRED IN THE ACQUISITION OF RIGHT-OF-WAY FOR AIRPORT EXPANSION PROJECT, PARCELS #2563 AND #2579

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

1. The sum of Three Hundred Eleven and 10/100 (\$311.10) Dollars is hereby appropriated out of International Airport Bond and Construction Fund #803-02, Federal Airport Aid Project #9-41-080-5709, payable to Commercial Abstract & Title Company, 300 Gunter Building, San Antonio, Texas, in payment for closing costs incurred in connection with the acquisition of the following parcels for Airport Expansion Project, in accordance with the attached statement from the said title company:

<u>Parcel No.</u>	<u>Title Gty. No.</u>	<u>Amount</u>
2563	91284	153.25
2579	91300	157.85
		\$ 311.10

2. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

AN ORDINANCE 27,090

APPROPRIATING THE SUM OF \$116.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-01 FEDERAL AIRPORT AID PROJECT #9-41-080-5608, PAYABLE TO COMMERCIAL ABSTRACT & TITLE COMPANY, FOR CLOSING COSTS INCURRED IN THE ACQUISITION OF RIGHT-OF-WAY FOR AIRPORT EXPANSION PROGRAM, PARCEL #2578

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

1. The sum of One Hundred Sixteen and No/100 (\$116.00) Dollars is hereby appropriated out of International Airport Bond and Construction Fund #803-01, Federal Airport Aid Project #9-41-080-5608, payable to Commercial Abstract and Title Company, 300 Gunter Building, San Antonio, Texas, for closing costs incurred in connection with the acquisition of Parcel #2578, for Airport Expansion Program, in accordance with the attached statement from said title company.

2. PASSED AND APPROVED this 13th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,091 ✓

EXTENDING THE TERM OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1958

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

1. The term of the Board of Equalization, for the tax year 1958, is extended through December 15, 1958.

2. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,092 ✓

APPROPRIATING THE SUM OF \$2,900.00 OUT OF GENERAL FUND, ACCOUNT NO. 50-03-01, IN FULL AND FINAL SETTLEMENT OF CAUSE NO. F-92,960, GILBERT PEREZ, BY NEXT FRIEND VS. THE CITY OF SAN ANTONIO, TO BE PAID IN ACCORDANCE WITH THE TERMS OF THE COURT'S JUDGMENT TO HEREINAFTER BE RENDERED

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

1. The sum of \$2,900.00 is hereby appropriated out of General Fund, Account No. 50-03-01, in full and final settlement of Cause No. F-92,960, Gilbert Perez, by next friend vs. the City of San Antonio, payable in accordance with the terms of the Court's Judgment to be hereinafter rendered.

2. PASSED AND APPROVED this 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 27,093

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1037)

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

Tract 14, Blk. 40, NCB 3699

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 13th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,094

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Part of Case No. 1035)

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

Lot 18, NCB 11684

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 13th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,095 ✓

ESTABLISHING THE SCHEDULE OF FARES TO BE CHARGED FOR THE TRANSPORTATION OF PASSENGERS FOR HIRE WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO BY THE SAN ANTONIO TRANSIT COMPANY

WHEREAS, the City of San Antonio and the San Antonio Transit Company are presently involved in litigation concerning, among other things, the fair value of the said Transit Company's property for rate-making purposes; the rate of return which said Transit Company is entitled to earn on said fair value; the proper method of handling depreciation, and the amount of taxes which said company may properly charge off as operating expenses; and

in
WHEREAS, the case involving said issues is now pending in the Court of Civil Appeals for the Fourth Supreme Judicial District of Texas; and

WHEREAS, on November 16, 1958, the San Antonio Transit Company reached an agreement with the bargaining representative of its employees pursuant to which wages and other benefits received by said employees are to be increased; and

WHEREAS, even if the City's contentions relating to the issues involved in the aforementioned litigation are all sustained, the increased expenses which will result from the execution of the new collective bargaining agreement are such as to entitle said Transit Company to a rate increase; and

WHEREAS, both the City and said Transit Company desire to put into effect a rate increase which will yield sufficient additional revenue to offset such increase in operating expenses, without in any way prejudicing or affecting the right of either the City or the Transit Company to prosecute its appeal of the aforementioned litigation, and without prejudice to the application of said Transit Company, dated October 15, 1958 (and denied by the City Council on October 30, 1958) and to the legal rights and remedies to which said Transit Company may be entitled by virtue of the denial of such application; NOW, THEREFORE:

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

1. Effective November 19, 1958, the schedule of fares for the transportation of passengers for hire within the corporate limits of the City of San Antonio by the San Antonio Transit Company shall be as shown in Exhibit "A" which is attached hereto and made a part hereof.

2. It is expressly further ordained that the establishment of the new schedule of fares provided for herein shall in no way prejudice the right of either the City of San Antonio nor the San Antonio Transit Company to prosecute the appeal in Cause No. 13414 styled San Antonio Transit Company vs. City of San Antonio, now pending in the Court of Civil Appeals for the Fourth Supreme Judicial District of Texas, since the fundamental issues concerning rate base, rate of return and operating expenses which are involved in said litigation are still in dispute.

3. It is further ordained that the establishment of the new fare schedule herein provided for is without prejudice to the application for a fare increase filed October 15, 1958, by the San Antonio Transit Company, and without prejudice to whatever legal rights and remedies to which said Transit Company may be entitled by virtue of the denial of such application by the City Council on October 30, 1958.

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

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

EXHIBIT "A" TO ORDINANCE NO. 27,095.

SAN ANTONIO TRANSIT COMPANY

Kind of Fare	RATES OF FARE			
	1 Central Zone	2 Second Zone	3 Third Zone	4 Fourth Zone
Cash Full Fare	17¢	22¢	27¢	32¢
Child's Cash Fare (5-12 years of age or grade & high school)	5¢	8¢	10¢	13¢
Children under 5 years when accompanied by adult revenue passenger	Free	Free	Free	Free
Police of City of San Antonio	Free	Free	Free	Free
Firemen of City of San Antonio	Free	Free	Free	Free
Transfers for one continuous ride	2¢	2¢	2¢	2¢
Transfers for school Children	1¢	1¢	1¢	1¢

1. The Central Zone comprises all territory lying not more than two and three fourths (2 3/4) miles from what is known as the Cupola of the Cathedral of San Fernando.
2. The Second Zone comprises territory beyond the limits of the Central Zone and lying not more than four and one-half miles (4 1/2) miles from the said Cupola of San Fernando Cathedral.
3. The Third Zone comprises territory beyond the limits of the Second Zone and lying not more than six (6) miles from the said Cupola of San Fernando Cathedral.
4. The Fourth Zone comprises territory beyond the limits of the Third Zone and lying not more than seven and one-half (7 1/2) miles from the said Cupola of San Fernando Cathedral.

AN ORDINANCE 27,096

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JOHN DOLLINGER, JR., INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS - TRAFFIC MAINTENANCE WITH 1,000 CHANNEL IRON POSTS FOR A TOTAL OF \$3,100.00

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

1. The attached low qualified bid of John Dollinger, Jr., Inc. dated November 6, 1958, to furnish the City of San Antonio Department of Public Works - Traffic Maintenance with 1,000 channel iron posts for a total of \$3,100.00 net is hereby accepted.
2. Payment to be made from General Fund, Department of Public Works - Traffic Maintenance, Account No. 09-08-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,097

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF CALHOUN-BUCKNER COMPANY AND GOLDTHWAITE'S TEXAS TORO COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN ITEM OF MOWING EQUIPMENT FOR A TOTAL OF \$9,468.30

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

1. The attached low qualified bids of Calhoun-Buckner Company and the Goldthwaite's Texas Toro Company, dated October 31, 1958, to furnish the City of San Antonio various departments with certain items of mowing equipment for a total of \$9,468.30 is hereby accepted.

Calhoun-Buckner Co.
1811 S. Alamo

Item #2-A Tractor	\$2,351.00	\$2,351.00
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Goldthwaite's Tex. Toro
1623 Broadway

Item #1 76" Mower	\$1,284.00	
Item #2-B - Mower	469.80	
Item #3 - 7-gang mower	1,419.20	
Item #4 - Toto - 5-Gang	3,944.30	
		7,117.30
		\$ 9,468.30

2. Payment to be made as follows:

<u>Account</u>	<u>Fund</u>	<u>Amount</u>
11-02-01	1-01	\$5,228.30
12-01-01	8-04	2,820.80
30-01-01	2-01	1,419.20
		\$ 9,468.30

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,098

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
GOLDTHWAITE'S TEXAS TORO CO. TO FURNISH THE CITY
OF SAN ANTONIO RIVERSIDE GOLF COURSE WITH CERTAIN
FERTILIZER FOR A TOTAL OF \$2,010.00

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

1. That the attached low qualified bid of Goldthwaite's Texas Toro Company, dated November 3, 1958, to furnish the City of San Antonio Riverside Golf Course with certain fertilizer for a total of \$2,010.00 be, and the same is hereby accepted as follows:

Goldthwaite's Texas Toro Co.
1623 Broadway
San Antonio, Texas

30 Tons 100% organic fertilizer \$2,010.00

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

3. That payment be made from General Fund 1-01, Department of Parks and Recreation Account: 11-03-03.

4. That all other bids received are hereby rejected.

5. PASSED AND APPROVED this 20th day of November A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,099

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH
FRED LUDERUS TIRE SERVICE FOR THE PURCHASE OF
ALL REQUIREMENTS OF TIRES AND TUBES FOR CITY
OF SAN ANTONIO AND AGENCIES FOR PERIOD BEGINNING
DECEMBER 1, 1958 AND TERMINATING JULY 31, 1959

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

1. This ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant ordinances of the City of San Antonio, with Fred Luderus Tire Service for the purchase of all the requirements of tires and tubes for period beginning December 1, 1958 and terminating July 31, 1959, as follows:

TERMS: "Confidential State Price", less 25%

2. The proposal of the Fred Luderus Tire Service is attached hereto and made a part thereof.

3. Should the vendor fail to adhere to any of the specifications and conditions of the contract, the City shall reserve the right to cancel such contract by giving a thirty day written notice of the intention to cancel such contract.

4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

5. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,100

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT OR AGREEMENTS WITH FIRST OF TEXAS CORPORATION AND/OR H. B. ZACHRY COMPANY, OBLIGATING THE CITY OF SAN ANTONIO TO ENFORCE COLLECTION OF CERTAIN PAVING CERTIFICATES; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of San Antonio has heretofore by ordinance duly passed and enacted on the 1st day of May, 1958, determined and declared the necessity for and ordered the improvement of certain streets and avenues or portions thereof of the City of San Antonio; and

WHEREAS, the City of San Antonio has heretofore entered into a contract with H. B. Zachry Company for the construction of such street improvements, which contract is dated the 14th day of August, 1958; and

WHEREAS, the City of San Antonio has also entered into a contract with First of Texas Corporation to act as Fiscal Agent in connection with the aforesaid improvement program; and

WHEREAS, under the terms of such contracts, it is provided that the Contractor shall not construct any improvements on that portion of a street or avenue immediately abutting any property against which the owners are not willing to execute valid liens or otherwise pay for their share of the cost of the improvements; the effect of such provision and others of such contracts being to relieve the Fiscal Agent from the responsibility of purchasing any certificates of special assessment which may be issued to evidence the levy of a special assessment against the owners of exempt property unless such owners of such properties have executed valid mechanics' lien contracts prior to the commencement of the work under the terms of which they have agreed to pay for the cost of the improvements abutting their property; and

WHEREAS, in certain instances it has been impossible to secure the execution of mechanics' liens from the owners of exempt properties and therefore under the terms of the aforementioned contracts, any improvements constructed by the Contractor abutting such properties would be "unauthorized improvements", as such term is defined in the aforementioned contracts; and

WHEREAS, First of Texas Corporation has stated that it will be willing to authorize the construction of improvements abutting such exempt properties and will agree to purchase the certificates evidencing the assessment against the owners thereof if, but only if, the City of San Antonio agrees to enforce the collection of said certificates; and

WHEREAS, it is to the best interest of the City of San Antonio, in the opinion of the City Council, to make such an agreement, provided that in no event shall the City in any one improvement unit assume the responsibility of enforcing collection of more than five (5%) per cent of the total amount assessed against the owners of properties in such improvement unit, NOW THEREFORE:"

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

1. The City Manager is hereby authorized to enter into an agreement or agreements with First of Texas Corporation and/or H. B. Zachry Company, binding and obligating the City of San Antonio to enforce the collection of certain identified paving certificates, to be issued by the City of San Antonio to the Contractor, or its assigns, to evidence the creation by assessments of personal liabilities against the therein named owners of exempt properties, where it has not been possible to secure the execution by such owners of valid mechanics' lien contracts upon the properties, and where no valid lien may be assessed against such properties, and where in the opinion of the City Manager it will be to the benefit of the City of San Antonio that the street or avenue abutting the properties of such persons be improved; provided that in no event shall the City Manager, as to any one improvement unit, bind the City of San Antonio to enforce the collection of assessments totalling in excess of five (5%) per cent of the total amount of assessments proposed to be levied in any such improvement unit. In lieu of obligating the City to enforce the collection of such certificates, the City Manager is authorized at his election to obligate the City to purchase such certificates at face value, and to acquire same for and on behalf of the City, and to pay the cost thereof out of the Street Improvement Bond Fund, 1957 Series, 479-11, and there is hereby appropriated out of such fund for such purpose the sum of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS.

2. The fact that the improvement of certain streets and avenues or portions thereof is being delayed as a result of the failure of the owners of certain exempt properties to execute mechanics' lien contracts and the fact that such streets are in such poor condition that the health and safety of the public is endangered, and the fact that the improvement of such streets or avenues or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, 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.

3. PASSED AND APPROVED on this, the 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,101

✓ *Sale of Prop*

ACCEPTING THE HIGH BID OF FRANK H. SILCOCK IN THE SUM OF \$2,776.00 FOR LOTS 14 & 15, NEW CITY BLOCK 7990, AND THE HIGH BID OF LOUIS SALINAS IN THE SUM OF \$3,000.00 FOR LOTS 10 & 11, NEW CITY BLOCK 7961, AND MANIFESTING A CONTRACT WHEREAS THE CITY OF SAN ANTONIO WILL DELIVER SPECIAL WARRANTY DEEDS TO SAID HIGH BIDDERS UPON PERFORMANCE OF CERTAIN CONDITIONS

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

1. The high bid of Frank H. Silcock, 422 Gunter Building, San Antonio, Texas, in the sum of \$2,776.00, for the premises at 6014-18 South Zarzamora Street, being Lots 14 and 15, Block 60, New City Block 7990, and the high bid of Louis Salinas, 119 Livingston, San Antonio, Texas, in the sum of \$3,000.00, for the premises at 5703 South Zarzamora Street, being Lots 10 and 11, Block 47, New City Block 7961, are hereby accepted.
2. The City of San Antonio, for and in consideration of the aforementioned sums to be paid by the respective bidders, Frank H. Silcock and Louis Salinas, including bid guaranty deposits in amounts equal to 10% of the sums bid, hereby contracts to sell to said Frank H. Silcock Lots 14 and 15, Block 60, New City Block 7990, and to said Louis Salinas the property known as Lots 10 and 11, Block 47, New City Block 7961, both properties situated within the corporate limits of the City of San Antonio, Bexar County, Texas together with all improvements thereon.
3. Said Frank H. Silcock and Louis Salinas shall receive Special Warranty Deeds to the aforementioned premises only after performance of certain conditions specified in the bid forms and in the advertisement placed in the Commercial Recorder and payment of the balance due to the City of San Antonio.
4. The terms of the bid forms submitted by the high bidders and of the advertisement appearing in the Commercial Recorder are incorporated herein by reference for all purposes.
5. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,102

✓ *Sale of Prop*

ACCEPTING THE HIGH BID OF \$1,150.00 FROM HENRY LEE TAYLOR FOR THE LANDA TANK SITE ON BERYL DRIVE, PURSUANT TO THE RECOMMENDATION OF THE BOARD OF TRUSTEES, CITY WATER BOARD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED

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

1. The high bid of Henry Lee Taylor, National Bank of Commerce Building, San Antonio, Texas, in the sum of \$1,150.00 for the purchase of the Landa Tank Site on Beryl Drive, being a portion of Lot 8, Block 13, New City Block 10194, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, is hereby accepted.
2. The City Manager is hereby authorized to execute a Special Warranty Deed to the said Henry Lee Taylor for the above described property upon receipt of the full purchase price.
3. PASSED AND APPROVED this 20th day of November A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,103

APPROPRIATING \$16,410.00 FOR ENGINEERING FEES
AND \$2,735.00 AS A CONTINGENCY FUND IN CONNECTION
WITH STORM DRAINAGE PROJECT NO. 58

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

1. The sum of \$16,410.00 is appropriated out of Storm Drainage Bond fund No. 479-13, to be paid to Terrell Bartlett Engineers under contract approved April 30, 1958, by Ordinance No. 26,362.
2. The sum of \$2,735.00 is appropriated from Storm Drainage Bond Fund No. 479-13 as a Miscellaneous Expenses Contingency Fund in connection with Storm Drainage Project No. 58.
3. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,104

CONSENTING TO THE CONDEMNATION OF LAND BY THE
COUNTY OF BEXAR WITHIN THE CITY FOR PURPOSE OF
ACQUIRING STREET RIGHT-OF-WAY

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

1. Consent is granted to the County of Bexar for the acquisition of land by condemnation for right-of-way for construction of Medical Drive, extending from State Highway 16 to U. S. Highway 87 as shown on a road map of Bexar County, Texas, and plats attached hereto and made a part hereof.
2. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,105

APPROPRIATING THE SUM OF \$24,750.00 OUT OF INTERNATIONAL
AIRPORT BOND AND CONSTRUCTION FUND, FUND NO. 803-02,
FEDERAL AIRPORT AID PROJECT NO. 9-41-080-5709 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 \$24,750.00 is hereby appropriated out of International Airport Bond and Construction Fund, Fund No. 803-02, Federal Airport Aid Project, No. 9-41-080-5709, payable to Commercial Abstract and Title Company as escrow agent for Emma L. Spencer, a widow, c/o H. C. Dakan, Houston Building, San Antonio, Texas, for a 4.94 acre tract more fully described in the General Warranty Deed from said Emma L. Spencer, a widow, to the City of San Antonio, incorporated herein by reference, Parcel No. 2568.
2. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,106

ACCEPTING THE SECOND LOW BID OF H. B. ZACHRY CO., IN THE AMOUNT OF \$6,394.00 FOR CONSTRUCTION OF 6" SANITARY SEWER STUBS ON BROADWAY AND CROWNHILL, KNOWN AS PROJECT S-22-B; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING NECESSARY FUNDS TO PAY FOR SAME

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

1. The second low bid of H. B. Zachry Co., in the amount of \$6,394.00 (using concrete), with a 30-working day completion deadline, for construction of 6" sanitary sewer stubs on Broadway and Crownhill - Project S-22-B, is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with H. B. Zachry Co. the City standard form construction contract for said work, said contract to embody and include all of the terms, conditions, and specifications included in the request for bids and said contract to be approved by the Public Works and Legal Departments.
4. The sum of \$6,394.00 is hereby appropriated out of No. 479-14, Sanitary Sewer Improvement Bond Fund, Series 1957, payable to H. B. Zachry Co., for said work; said payment to be made in such sums and at such times as are provided in the contract.
5. PASSED AND APPROVED this 20th day of November A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,107 ✓

APPOINTING MEMBERS OF THE ADVISORY COMMITTEE
FOR THE DEPARTMENT OF PUBLIC HEALTH

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

1. The following persons are hereby appointed members of the Advisory Committee for the Department of Public Health for terms ending April 30, 1959.

Mrs. Jack Allensworth
J. L. Cochran, M D.
E. W. Bishop, M.D.
Mary Henry, M.D.
Vincent Menier
G. W. Parker, D.V.M.
M. M. Pena
Kenneth Thomas, D.D.S.

2. PASSED AND APPROVED THIS 20th day of November, A. D 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,108

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1049)

The re-zoning and re-classification of property from "F" LOCAL RETAIL DISTRICT to "J" COMMERCIAL DISTRICT, as follows: Lot 19, Blk. 16, NCB 3774

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 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,109

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the herein-below designated property, to-wit:

(CASE NO. 1032)

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

Lot 11-D, B k. 3, NCB 11714

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 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

GIVING NOTICE OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO RELATING TO THE CONSTRUCTION AND DEVELOPMENT OF 1,500 LOW-RENT HOUSING UNITS BY THE SAID HOUSING AUTHORITY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO

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

1. Notice is hereby given of the intention of the City Council of the City of San Antonio, on the first regular meeting date of the City Council of the City of San Antonio after the expiration of sixty (60) days from the date of the first publication of this notice, to enter into a cooperation agreement with the Housing Authority of the City of San Antonio relating to the development and construction by said Housing Authority of 1,500 low-rent housing units within the corporate limits of the City of San Antonio.

2. This notice is given pursuant to Section 7-a of Article 1269L of the Revised Civil Statutes of Texas.

3. The City Clerk is hereby directed to give notice of the aforesaid intention

✓ Repealed 11/26/58 - page 275

by publishing a copy of this resolution twice in the COMMERCIAL RECORDER, the officially designated newspaper of the City of San Antonio, the first publication to take place on Monday, November 24, 1958.

4. PASSED AND APPROVED this 20th day of November, 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

APPOINTING W. T. BONDURANT TO THE CITY-COUNTY
TUBERCULOSIS CONTROL BOARD

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

1. The appointment by the Mayor of W. T. Bondurant as a member of the City-County Tuberculosis Control Board for a term ending July 31, 1961, is hereby ratified and confirmed.

2. PASSED AND APPROVED this 20th day of November, A. D. 1958.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,110

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
AMERICAN SEATING COMPANY TO FURNISH THE CITY
OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN
ITEMS OF FURNITURE FOR A TOTAL OF \$3,171.28

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

1. The attached low qualified bid of the American Seating Company, dated November 14, 1958, to furnish the City of San Antonio Public Library with certain items of furniture for a total of \$3,171.28 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Public Libraries, Accounts 15-02-01 (\$3,087.86) and Account 15-03-01 (\$83.42).

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,111

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
INTERNATIONAL BUSINESS MACHINES CORPORATION
TO FURNISH THE CITY OF SAN ANTONIO TAX DIVISION
WITH CERTAIN TAX STATEMENT FORMS FOR A TOTAL OF
\$1,742.00

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

1. The attached low qualified bid of International Business Machines, Corporation, dated November 20, 1958, to furnish the City of San Antonio Finance Department, Tax Division with certain personal property and real property tax statement forms for a total of \$1,742.00 be accepted.

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

Part of paving 'C'

AN ORDINANCE #27,112

ACCEPTING THE BID OF HARRIS ENGINEERING & CONSTRUCTION INC FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS (KNOWN AS SAN ANTONIO PAVING PROJECT "C") HERETOFORE ORDERED TO BE MADE PURSUANT TO AN ORDINANCE ENACTED BY THE CITY OF SAN ANTONIO ON THE 16TH DAY OF OCTOBER, 1958; AUTHORIZING AND INSTRUCTING THE CITY MANAGER OF THE CITY OF SAN ANTONIO TO ENTER INTO A CONTRACT WITH SAID HARRIS ENGINEERING & CONSTRUCTION INC. FOR THE CONSTRUCTION OF SAID IMPROVEMENTS; AUTHORIZING AND INSTRUCTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST OF TEXAS CORPORATION EMPLOYING SAID CORPORATION TO ACT AS FISCAL AGENT FOR THE CITY; APPROPRIATING FUNDS FOR THE PURPOSE OF SATISFYING SAID CONTRACTS; MAKING OTHER FINDINGS AND DETERMINATIONS AND ENACTING OTHER PROVISIONS INCIDENT AND RELATING TO THE SUBJECT; 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 October 16, 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 the improvements against the property 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 so ordered to be improved, for the improvements within the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof; said streets and avenues being described as follows, to-wit:

PROJECT "C" - October, 1958

CITY OF SAN ANTONIO, TEXAS

<u>UNIT</u>	<u>STREET OR AVENUE</u>	<u>FROM</u>	<u>TO</u>	<u>WIDTH Face of Curb to Face of Curb</u>
C-1	Adele	SPL Steves	NPL Vanderbilt	27'
C-3	Arthur	EPL New Braunfels	WPL Gevers	30'
C-4	Ash	SPL Hood	NPL Carson	30'
C-5a	Burnet	EPL Gevers	EPL Hudson	30'
C-5b	Burnet	WPL Hudson	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	EPL North Pine	WPL North Monumental	30'

C-15	Day Road	NPL Rigsby	SPL Drexel	27'
C-16	Delmar	EPL Nopal	WPL Gevers	30'
C-17	Drexel	EPL Artesia	Salado Creek	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	R.R. Tracks or 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 Ct.	26.5'
C-28	Leopold	EPL South Presa	WPL Peach	27'
C-29	Magnolia, East	EPL North St. Mary's East to Pavement		27'

C-30	Maryland	EPL Gevers	WPL Grimes	30'
C-31	Maverick	WPL Cypress	EPL 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	NPL Arthur	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	To Existing Pavement	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 R.R. 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 Dryess	30'
C-56	Wahrmund	EPL Groos	WPL Russi	30'
C-57a	Walters	SPL Montana	SPL Hedges	42'
C-57b	Walters	NPL Nevada	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	30'
C-61	Hudson	NPL Burnet	SPL Hays	36'
C-62	Walters	NPL Burnet	SPL Hays	30'

WHEREAS, the City Engineer has prepared plans and specifications for the construction of the improvements of said streets and avenues or portions thereof; and

WHEREAS, the City Council has approved such plans and specifications, including the proposed instructions to bidders and the proposed contracts and bonds and has by ordinance enacted on the 23rd day of October, 1958, ordered that notice be given to bidders as required by law and the Charter of the City of San Antonio, and has ordered that sealed bids shall be received in the office of the City Clerk in the City Hall in the City of San Antonio until 2:00 o'clock PM on Wednesday, November 12, 1958; and

WHEREAS, in said aforementioned ordinance, the City Council also approved the form of a proposed Fiscal Agency contract which it was contemplated would be entered into with First of Texas Corporation upon the letting of the construction contract; and

WHEREAS, pursuant to the aforementioned advertisement for bids for the construction of such improvements, all bids were duly received in the office of the City Clerk of the City of San Antonio, and then publicly opened and read aloud; and

WHEREAS, after careful consideration of all bids received, the City Council finds that the bid of HARRIS ENGINEERING & CONSTRUCTION INC. is the lowest and best bid and that said bidder is the lowest responsible bidder; and

WHEREAS, the City Council finds that the expenditures proposed to be made in carrying out the terms of the aforementioned contract with said Harris Engineering & Construction Inc. are for public improvements, the cost of at least one-third (1/3) of which is to be paid by or through special assessments levied on or against properties to be benefited thereby and that the proposed contract with First of Texas Corporation relates to such improvements, and that there is no list of vendors on file with the Director of Finance for the furnishing of services such as those contemplated to be furnished by First of Texas Corporation as Fiscal Agent, other than the name of First of Texas Corporation, and that such services are of a non-competitive nature, and that no further opportunity need be or should be given for competition on said contract; NOW THEREFORE;

* * * * *

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

1. The bid of HARRIS ENGINEERING & CONSTRUCTION INC. shall be and the same is hereby accepted and the City Manager is hereby authorized and directed to enter into a contract with said HARRIS ENGINEERING & CONSTRUCTION INC. which contract shall be in words and figures as follows, to-wit:

CONSTRUCTION CONTRACT

(GENERAL FORM)
(JULY, 1956-5M)

STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO,

CONTRACT FOR THE CONSTRUCTION AND COMPLETION OF CERTAIN STREETS AS LISTED ON THE PLANS AND DESIGNATED AS PARTICIPATION PAVING PROJECT "C"

1. THIS AGREEMENT made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a municipal corporation of the State of Texas, located in the County of Bexar, Party of the First Part, hereinafter termed "City" and

HARRIS ENGINEERING & CONSTRUCTION INC., a corporation, duly incorporated under the laws of the State of Texas, with its principal place of business in San Antonio, Bexar County, Texas, Party of the Second Part, hereinafter termed "Contractor"; said agreement being made pursuant to the charter powers of said City and the ordinances and resolutions of its governing body:

2. WITNESSETH: That the parties to these presents, each in consideration of the agreements on the part of the other herein made and referred to, have covenanted mutually, and hereby mutually covenant the City for itself and its successors, and the Contractor for itself or himself or themselves and his or their heirs, executors and administrators, as follows, to-wit:

3. CITY AND OFFICIALS. Whenever in this contract is found the term "City," "City Council," "City Manager," "Engineer," "Director of Finance," "City Clerk," or other designation of any City institution officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them;

4. CONTRACTOR. Whenever the term "Contractor" or a pronoun in its place, is used herein, it shall be taken to mean Party of the Second Part, and each member of Party of the Second Part, whether person, association of persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein;

5. ENGINEER. Whenever the words "Engineer" or "City Engineer" are used herein the same shall be taken to mean the officer of the City known as the "City Engineer," and acting as such City Engineer for the time when the matter may arise; such Engineer to act either personally or through his assistant or assistants and each such assistant acting only within the powers and authority conferred on him.

6. INCLUDED INSTRUMENTS. The notice to Contractors, specifications, plans, elevations, profiles, drawings, instructions to bidders, advertisements for bids, the bid or proposal and the construction bond and other bonds, if any, made by the Contractor, the Charter and the ordinances and resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed to be comprehended in the term "included instruments" when used; and the words "drawings" as used shall be deemed to include plans, elevations, profiles and sketches.

7. **WORK UNDERSTOOD BY CONTRACTOR.** Said Contractor declares that he has examined the land and place where said work is to be done, and is familiar with the local conditions, and that he has read and examined and now understands and hereby accepts the specifications and drawings, and admits that the same are sufficient for their intended purposes, and that said work can be executed successfully and completed in accordance therewith, without any additional work other than such as is necessarily implied and included therein and to be inferred from a fair construction of the words and intent of this instrument.

8. **IMPLIED WORK.** Any work or materials that may have been omitted in the description of said work, but the use of which is implied or necessary, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

9. **GENERAL UNDERSTANDING.** Contractor at his own cost and expense shall furnish all tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, within and for said City, in a good, first-class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to ~~in and upon a certain parcel or parcels of land hereinafter described or referred to~~, all according to this contract and the included instruments, ~~prepared by~~

and now on file in the office of said Engineer; and according to lines and grades to be given by said Engineer from time to time upon request of Contractor.

10. **DESCRIPTION AND LOCATION.** The structures, work and improvements, herein sometimes termed the "work," contemplated hereby are described generally and are located as follows, to-wit:

Street improvements to a certain portion of Adele Street and of certain other streets and avenues or portions thereof described in an ordinance determining the necessity and ordering the improvement thereof, passed and enacted by the City Council of the City of San Antonio on October 16, 1958, including all labor materials, equipment and appurtenances thereto, in accordance with plans on file in the office of the Engineering Division, Department of Public Works, City of San Antonio, Texas, and specifications attached hereto and made a part hereof.

and this contract is performable exclusively in Bexar County, Texas.

11. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** As incidental parts of said work, Contractor shall make and provide all required and suitable connections with existing improvements when the improvements herein undertaken are intended to connect with and be an adjunct or extension of any existing improvements; and shall also provide and leave open such thoroughfares or passageways as may be required by the Engineer, and shall protect and guard the same at his own risk but to the satisfaction of the Engineer; and shall also do and perform such other implied and incidental work as may be properly required to complete the work herein undertaken; and as a part of such incidental work Contractors shall always clean up the surface of highways and other places where such work may be executed and shall dispose of all earth, stone and waste materials and in other respects restore and replace such surface and any improvements thereon, all of which shall be done under the direction and to the satisfaction of the Engineer at Contractor's own cost and expense.

12. **DISPUTES AND CONFLICTS.** Should any dispute arise between Contractor and said Engineer or any official or officials of the City, as to the meaning or any part of said specifications or drawings, or as to the manner of execution of the whole or any part thereof, or as to the quality or quantity of any materials provided or work executed, the decision of said Engineer in such matters shall be final and conclusive; and any doubts as to the meaning of any of said included instruments shall be explained and decided by said Engineer, who shall give all directions, explanations or additional drawings requisite to give due effect to the same and to make clear any inconsistency, conflict or uncertainty therein; and the judgment of the Engineer shall be the final disposition thereof.

13. **CONTRACT TO CONTROL.** In case of conflict or inconsistency between this contract and the specifications or other included instruments, this contract shall control, but in so far as such provisions can stand together they shall all be regarded as cumulative.

14. **SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is contemplated that this contract shall be used as a general form of construction contract for public work, buildings, bridges, sidewalks, sewers and street improvement, and for some of said work an architect or engineer other than the City Engineer may be engaged and, if so engaged, will be named herein, but in any event if the City Manager may see fit at any time for any reason whatever to order in writing that the official City Engineer shall have charge, supervision and direction of the work or any part thereof, or that he shall exercise any particular discretion herein provided in connection therewith, thereupon said City Engineer shall be vested with all powers and discretion so ordered and as herein provided in lieu of such other engineer or architect, and written notice of such order shall be immediately served on Contractor in the manner herein provided.

15. **ENGINEER TO FIX ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specially understood and agreed that subject only to the prices, terms and provisions of this contract and included instruments, the written estimates and certificates of the City Engineer shall be final in fixing and determining any or all amounts whatsoever payable hereunder to Contractor by City, for which amounts such estimate and decision of said Engineer shall be a condition precedent to the right of Contractor to claim or receive payment; and also in fixing and determining any and all amounts payable to City by Contractor or his sureties under any provision of this contract or any included instrument as costs, expenses or damages chargeable to Contractor and payable to City by reason of the performance by City or the nonperformance by Contractor in accordance herewith of any work herein undertaken by Contractor; taking into account in any case all labor, materials and other considerations, all as in the respective articles of this contract elsewhere provided; and also in case of controversy in fixing and determining all unliquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable to Contractor by City. And to prevent disputes and litigations, it is also specially agreed that said Engineer shall decide all questions which may arise concerning the manner or performance of the contract, and such decision shall be final disposition.

16. **WORK AND MATERIALS.** All materials used for the purpose of said work shall be the best of the several kinds specified therefor, and such as may be approved by said Engineer; and all of said work shall be executed in a good, thorough and workmanlike manner, under the direction and to the satisfaction in all respects of the said Engineer, who, together with all assistants and inspectors under his direction, or in the employ of the City, for the purposes of said work, shall at all times have free access to all parts of the work, stores, materials, and shall be privileged to take such samples of all materials and to cause tests of said materials or of any part of the work to be made as said

Engineer may direct; and Contractor shall render all assistance required of him by such Engineer in connection with any such test; and if the work or any materials brought on the ground for use in said work, shall be condemned, either wholly or in part by said Engineer as unsuitable or improper, Contractor shall remove forthwith all such condemned work and materials from the site of said work; and said Engineer shall likewise be authorized to condemn any tools, implements or machinery being used or intended for use by Contractor on said work.

17. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection nor approval by said Engineer, or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Engineer, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employee thereof at any time before final acceptance, shall operate as a waiver or any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.

18. **ASSIGNMENTS AND SUB-LETTING.** Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be indorsed hereon or hereto attached; and Contractor shall not assign by power of attorney or otherwise any of the moneys or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation of law or otherwise, any and all such assignments, transfers or sub-lettings, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City.

19. **ALTERATIONS.** Said Engineer may, by his written order, approved by the signature of the City Manager, make alterations or modifications in the specifications and drawings for the work, such as may be deemed necessary in the progress of the work, and Contractor shall execute such work as so changed provided the entire cost of the work, including the changes required, shall not thereby be made to exceed the cost of said work as specified originally and undertaken by Contractor, upon which question the decision of the Engineer shall be final. And by authority of the governing body of said City, said Engineer may order that any part or parts of said work remaining undone shall be wholly omitted, or upon like authority, and, if necessary, after due appropriation of money thereof, said Engineer may order Contractor to do such other additional work as he may deem necessary as a substitute for such work omitted, or by way of perfecting the work herein undertaken or any ramifications thereof; and upon such orders being given in writing by said Engineer Contractor shall omit or shall do such designated work; and the City shall not be required to make payment on account of any work not done and so ordered to be omitted, but the cost of such additional work, if any, required shall be added to the estimates payable to Contractor by the City, all of which shall be effected under the terms and provisions of this contract, and at the prices provided by said contract in so far as applicable.

20. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or sub-letting, whether with or without the consent of said City, and no order of said City for or approval of any alterations or modifications in said specifications, drawings or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but said Contractor and bonds shall be deemed to extend to and comprehend all such changes and other matters.

21. **TIME TO BEGIN AND COMPLETE WORK.** The work embraced in this contract shall be begun by Contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced. And after beginning said work Contractor shall prosecute the same

continuously and diligently for and during the period of consecutive working days, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Engineer may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. And the place or places where, and or the time when any part of the work shall be begun or prosecuted by Contractor shall be subject to the direction of the City.

22. **"EXTRA WORK."** Contractor shall as in this article provided accept only written orders for such extra work if any, as may be desired by the City in connection with the work herein undertaken, and may not be included in this contract, and shall execute the same as may be directed in writing by said Engineer; provided, however, Contractor shall not be required to furnish such extra work or materials unless proper and sufficient appropriation of funds shall have been made to pay for the same, and shall not be entitled to any payment on account thereof unless the price is agreed upon in writing before the work is done or materials furnished, and such agreement signed by Contractor and by said Engineer and approved by the signature of the City Manager; but if after discussion it is found that no fixed price can be agreed upon as aforesaid by both parties to this contract, then any extra work for which sufficient appropriation has been made, which may be required by written order of said Engineer, approved by the signature of the City Manager, shall be executed by Contractor, and shall be paid for by City on the basis of 10 per cent in addition to the actual cost of labor and materials; and any claim of Contractor on account such "extra work" shall be presented in writing by Contractor to the Engineer promptly upon the completion of such work and before the next succeeding estimate thereon, and in default of such claim so presented the City shall be authorized to refuse payment thereof; and any unliquidated amount due by City therefor shall be fixed finally by the written certificate of said Engineer.

23. **DELAYS.** Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike of employees, or by suspension of the work or the construction of "extra work" by order of said Engineer, or by any injunction or other court action, or by any delay which may exist for the City to procure any title to lands, or any right or interest therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but shall be entitled to an extension of time equal to the time of such delay, which extension of time shall be fixed finally by written certificate made by said Engineer; it being expressly declared that no such allowance of time will be made unless claimed by Contractor and allowed and certified in writing by such Engineer at the end of each term of such delay.

24. **DAMAGES FOR DELAY.** If Contractor shall fail to complete the work herein specified within the time herein limited or which may be allowed therefor he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of Fifteen (\$15.00) Dollars per day per inspector from said time allowed for the completion of the

work until the completion thereof; and in addition to said wages of inspectors, the sum of

TWO HUNDRED AND NO/100 (200.00)

Dollars per day for the period of such overtime shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but estimated and agreed to as fixed and liquidated damages due to said City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being as essential element and consideration. The amount of all such damage shall be fixed and determined by the written certificate of said Engineer, whose judgment shall be final disposition thereof.

25. **FURTHER REMEDY FOR UNNECESSARY DELAY.** If at any time said Engineer shall be of opinion that the work is being delayed unnecessarily and will not be finished within the time allowed therefore, he may notify Contractor in writing to that effect, and Contractor shall within three days thereafter take such measures as shall, in the judgment of said Engineer, insure the satisfactory completion of the work within the time allowed.

26. **DEFAULT AND VIOLATIONS OF CONTRACT.** If Contractor shall fail or refuse to take such measures as the Engineer may approve or direct to insure the completion of the work within the time allowed therefor as required, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein or thereunder, shall be assigned or any work sub-let by Contractor otherwise than is herein specified, or if at any time said Engineer shall be of opinion, and shall so certify in writing that Contractor is wilfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or the specifications or is executing the same in bad faith or not in accordance with the terms thereof or is not observing the directions of said Engineer given with reference to said work or if the work be not fully completed within the time allowed for its completion; in any such event the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided; and Contractor and his employees shall thereupon discontinue all work upon said premises; and the governing body of said City shall upon such notice having been given, be authorized fully to enter upon said premises, in the person of any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery which may be found on or along the line of said work, or which may have been provided by Contractor for use in connection therewith; and also to provide other such things as needed; and all costs and expenses of the work, labor, materials and operations, including reasonable costs of supervision, requisite to such completion of the work by the City by contract or otherwise, together with damages for delay as herein specified, shall be charged to and paid by Contractor, and in case such costs and expenses shall be less than the amount which would have been payable under this contract if the same had been completed and performed by Contractor, yet Contractor shall in such case, at the option of the City Manager, forfeit all rights to such difference; but in case the costs, expenses and damages to the City of such completion shall exceed the amount which would have remained payable to Contractor by the City, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

27. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

28. **INSURANCE.** In case of buildings constructed hereunder, Contractor shall at his own expense provide fire insurance in such companies and for such amounts as the City Manager may approve, the policy or policies to be made payable to City as its interests may appear and to remain in effect continuously until the acceptance by the City of such building or buildings; and after demand for such policy of insurance no further payment shall be made to Contractor until same may be provided and delivered to and accepted by the City Manager.

29. **NOTICES AND DIRECTIONS.** All notices and directions to Contractor under this contract or the specifications shall be given by said Engineer, and unless herein otherwise specified may be given either orally or in writing; and all such notices and directions which may be given with reference to the manner of performance of this contract or any requirement thereof, or of any part of said work, shall be obeyed by Contractor and his employees; and such notices whether given in connection with original construction or in connection with any provision for the guaranty, repair or maintenance of said work, may be given by any writing which may be either delivered to Contractor in person, or to any foreman or employee of Contractor found upon the work, or by letter mail deposited in any U.S. Post Office or mail box and addressed to Contractor at the following address in said City of San Antonio, viz.:

And this authorized address shall not hereafter be changed or revoked by Contractor, except by a written notice duly signed and acknowledged by Contractor and delivered to the City Clerk, naming some other address in the City of San Antonio to which such notices or letters may be sent; and all such notices by letter shall be presumed conclusively to have been delivered by regular course of mail to Contractor.

30. **PERSONAL ATTENTION AND EMPLOYEES.** Contractor shall give his personal attention to the execution of the work under this contract, and shall employ only competent and skillful assistants and workmen in the execution of said work. If at any time said Engineer shall notify Contractor that any person so employed in said work is, in his opinion, incompetent or unskillful or disobedient or disrespectful toward said Engineer, or any of his assistants, or any officer of the City, or any inspector appointed by the City, then Contractor shall forthwith discharge any such employee, and such employee shall not be again employed on said work unless by written consent of said Engineer.

31. **PRICES AND CONSIDERATIONS.** In consideration of the faithful performance of this contract and the construction, completion and delivery of said structures, work and improvements, the said City of San Antonio agrees and shall be and is hereby bound and obliged to pay at the office of the Treasurer of the City of San Antonio, in

Bexar County, Texas, to the Contractor as hereinafter provided out of its fund

the follow-

The unit prices for work and labor set forth in the Contractor's proposal, which bid prices, based on the estimated quantities contained in such proposal which is incorporated herein by reference total the sum of

The amount due the Contractor under this contract shall be paid partly in cash by the City and partly by the issuance and delivery to the Contractor of assignable certificates of special assessment. The assessments which said certificates shall evidence shall be levied pursuant to and shall mature and bear interest as provided in the ordinance passed and enacted by the City Council on October 16, 1938, to which reference is here made. The manner in which the time when the sums payable by the City to the Contractor will be paid and said certificates issued and delivered are set out in the Instructions to Bidders which are incorporated into this contract. The City has this day, simultaneously with the execution of this contract, entered into a contract with First of Texas Corporation, as Fiscal Agent, in conformity with the copy of such contract which is attached to the Revised Instructions to Bidders. Under the provisions of such contract, First of Texas Corporation has agreed, among other things, to purchase the certificates of special assessment from the Contractor, under the circumstances and subject to the limitations set out therein, it being understood that the City does not by any of the provisions of this contract, assume such obligations of the Fiscal Agent. The payment of the contract prices in the manner above stipulated shall constitute

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the same being the amount or amounts or prices for said work named in the proposal of Contractor, as full compensation for everything to be furnished and done by Contractor under this contract, and also for all loss, damages or expenses arising or incurred by Contractor in any manner out of the nature of said work or in the conduct of same, or in any manner caused by the action of the elements or by any obstructions or difficulties encountered in the prosecution of the work, or from any risk of any kind connected with the work, or by any loss or expense incurred in consequence of any discontinuance of said work as herein provided, and also in all respects in full compensation for well and faithfully performing this contract and completing and surrendering to the City said structures, work and improvements and the whole thereof, and for the guaranty, repair and maintenance of the same if hereinafter undertaken.

32. MONTHLY ESTIMATES. During the early part of each month as the work progresses said Engineer of the City shall make an estimate of the value of the materials wrought into the work and the labor performed during the preceding month, and the City shall thereupon, about the middle of each month make payments to Contractor of monthly installments based upon such estimates in a sum equivalent to 85 per cent of each such monthly estimate; provided, however, that whenever said Engineer shall be of opinion that the value of such labor and materials during the previous month amounts to less than One Thousand (\$1000.00) Dollars, then he shall not be required to make or certify such monthly estimates, but may in his discretion do so whenever in his opinion the value of such labor and materials since the last previous estimate may amount to One Thousand (\$1000.00) Dollars. The remaining 15 per cent of the estimated value of such labor and material upon each such estimate shall be held by the City until the final settlement hereinafter provided for; provided further that neither the sureties on any bond of Contractor nor any other person shall base any action or defense upon the fact that the City may have paid to Contractor at any time an amount exceeding the percentage above agreed to be paid on such monthly estimates; but the payments of such installments shall be held to be payments on account of the contract sum, and the certificates or estimates of the Engineer upon which such monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid, and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided, in case it should appear that too much had been paid to the Contractor during the progress of the work.

33. FINAL ESTIMATE. Contractor shall not be entitled to receive payment of any sum in excess of the amounts paid upon such monthly estimates unless and until each and all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this contract; and such completion, delivery and acceptance evidenced by the final certificate of the Engineer and such certificate of acceptance approved by the signature of the City Manager. Thirty days after the date of such final certificate of completion, acceptance and delivery, said Engineer shall prepare his final estimate as the basis for final settlement upon this contract, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, City shall pay to Contractor the amount of such final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by City or paid or allowed by Contractor to City, or claimed for labor or materials furnished by any person, firm or corporation, or which are to be retained and held by City for any reason.

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34. CLAIMS FOR LABOR OR MATERIALS. Contractor and the sureties on the Construction Board of Contractor shall and will fully indemnify and hold harmless the City against all loss, damages, costs and expenses on account of any claims, liens, suits or action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, by reason of any labor, materials or services furnished for the purpose of the work herein undertaken by Contractor.

35. CLAIMS FOR LABOR OR MATERIALS. Before the City shall be obliged to pay any amount to Contractor on final settlement, Contractor shall furnish to the satisfaction of the City Manager and the City Engineer, evidence that all labor employed and all materials used in the construction of the work have been fully paid for by Contractor. And in case any person claiming to have performed any labor or to have furnished any materials toward the performance of this contract shall at any time file with the Director of Finance of the City an itemized account of such claim prepared and verified by claimant as nearly as practicable in the same manner as is required by the laws of Texas for suits on sworn accounts, then and in each case said Director of Finance shall retain out of the amount of any subsequent estimate or estimates, monthly, final or otherwise, or out of any City warrant or warrants thereafter to be issued to Contractor, an amount or amounts sufficient to satisfy each such claim; and the City shall be authorized to hold the money so retained in each such case until Contractor shall present and deliver to the City Manager a good and sufficient written release evidencing the satisfaction or withdrawal of such claim or claims, or until Contractor shall make, procure and deposit with the City a special indemnity bond, such as may be satisfactory to and approved by the City Manager, in a sum at least equal to the amount so retained, payable jointly to said City and to said claimants, as their interest in said fund may appear, and conditioned that Contractor shall and will pay and satisfy such claim or claims in case Contractor shall be held liable therefore; and upon verified demand of any person claiming to have performed such labor or to have furnished such materials for which payment has not been made by Contractor, if the City Manager shall so order, the City shall be authorized to retain from any such estimates an amount or amounts sufficient to cover the value of all such labor or materials as may have been actually wrought into the work as shown by an estimate to be made by the City Engineer, even though the time for the payment of such claim has not yet matured. And upon any such amount or amounts being retained by the City, the Contractor shall, within three days after receiving written notice from the City Manager so to do, file with the City Clerk a written statement, lawfully verified by Contractor, and setting forth and itemizing in detail all defenses, offsets or counter claims, relied upon by Contractor as a defense against such claim; and the Contractor shall likewise furnish such further verified written statements, and shall exhibit to the City Manager any or all papers and records of Contractor concerning said matters, whenever and as often as, and within three days after, the City Manager may by written notice so require; and the City shall be authorized upon written order of the governing body of said City to pay over to such claimants, on or after the dates when such claims appear to be payable, to be applied toward the satisfaction of such claims against Contractor, any amount or amounts out of the moneys so retained by the City in excess of the amount of the offsets, counter-claims or other defenses alleged by Contractor in such sworn statements. Provided, however, that the purpose of the provisions contained in this paragraph is only to authorize the City to afford proper and voluntary assistance to such claimants, but the City does not assume or guarantee payment on any such claim, and neither the City nor any officer thereof personally shall be held to have become in any manner pecuniarily liable on account of the retaining or failure to retain any such amount, or the payment or failure to pay any money to any such claimant; and provided, further, that all such claimants having such claims filed with the City shall share pro rata in any amount or amounts so retained upon the estimate or estimates made subsequent to the filing of such claims, but all amounts so retained shall notwithstanding such claims be subject to the prior right of the City, to be exercised in the sole discretion of the governing body of said City, and evidenced by their written order, to hold or apply any and all amounts so retained to further protect and indemnify the City against any liability, loss, expenses or damages chargeable to Contractor, in connection with this contract; and provided, further, that no surety of Contractor, nor any such claimant or any other person, shall have any right to control or complain of, or base any cause of action or any defense in any exercise of or failure to exercise any discretion of the City, or any officer thereof, with reference to the powers and authority given and reserved in this paragraph.

36. CARE TO AVOID ACCIDENTS. At all times during which any work under this contract is being performed and until such work is completed and accepted, Contractor shall place and maintain all necessary and proper barriers and other safeguards, including watchmen, if necessary, upon and around the work for the prevention of accidents, and at night shall place, maintain and keep suitable and sufficient lights; and Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to any person or property, resulting or alleged to result from or to be occasioned by any act, negligence, carelessness or want of skill in connection with or in the conduct of any of said work, or in guarding same, or from any improper methods, tools, implements, or materials used in its prosecution, or by or on account of any alleged act or omission whatever of Contractor or his agents, employees or servants or of any assignee or sub-contractor or his agents, employees or servants; and Contractor and his bondsman shall well and truly make payment of any and all sums so recovered against the City in any suit or suits on account of such alleged injuries, to which the City may be made a party, together with all such costs, damages and expenses as may be suffered by the City all in such manner as to save the City whole and harmless from all such actions and claims. And City may on order of the City Manager deduct and retain from any estimate or estimates any sum claimed on account of any such injury unless and until Contractor shall give a further and special bond satisfactory to the City Manager and conditioned to indemnify the City fully on account of any such claim.

37. PATENTS, ETC. Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any machines, materials, methods or processes.

38. LABOR, HOME MATERIALS AND SANITATION. Contractor agrees that he will comply with the provisions of all laws regulating or governing labor or relating to employers and employees; and that no employee or laborer on said work shall be required to work more than lawful hours in any one day; ~~and that contractor shall use and employ San Antonio labor and materials; and every person employed shall be a qualified voter of the City of San Antonio, as provided for in ordinance dated April 30th, 1928,~~ and that Contractor will make proper provisions for the comfort of his employees and laborers by supplying them with fresh water to drink and providing suitable and sanitary privies, for their use; all of which things shall be subject to the approval of the Engineer. This is a public works contract and Article 5159-a of Revised Statutes of Texas is made a part hereof by reference, requiring that not less than the general prevailing rate of per diem wages for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction thereof. The City has ascertained such general prevailing rate of wages, which were specified in the call for bids and is specified herein, and the Contractor and any sub-contractor shall not pay less than such specified rates.

39. CONSTRUCTION BOND. Contractor hereby agrees to execute with sureties and to deliver to the City, at once a "Construction Bond" of the total amount of the contract price, for \$419,556.51 Dollars, approved by the City Manager as to form and sufficiency, conditioned that Contractor shall faithfully construct and complete said structures, work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work, structures and improvements as distinguished from the repair and maintenance thereof after acceptance, and also otherwise conditioned, all as will more fully appear from said Construction Bond which is hereto attached and made a part hereof.

40. PURCHASES OF MATERIALS UNDER CITY CONTRACTS IN GENERAL. City agrees that Contractor shall have the right or privilege to order and purchase such cement, sand, broken stone, brick, creosoted pine paving blocks, mesquite paving blocks and any other materials needed by Contractor for use in the construction of said work, subject to the terms and provisions of this article and subject to the prices, terms and provisions of any contract in effect for Contractor's order for such materials, which may now or hereafter be made and entered into by and between City and manufacturers of such materials or other persons, hereinafter in this article called "vendors," who may have contracted to furnish such materials to City or to Contractors at the instance of the City; and Contractor shall have the full benefits and advantages of each such contract without reservation of any profit to City, and also such reductions in railway rates as City may obtain for the shipment of such materials; and the Contractor shall also have the right to refuse to receive any such materials as may not in the opinion of Contractor be in accordance with the requirements and specification for the work undertaken by Contractor; and the City Clerk shall furnish to Contractor upon his request certified copies of any such contract for material.

41. PURCHASES, TITLE AND CONTROL. And for all materials ordered by Contractor as in this article provided, under any contract or arrangement whereby City is in any manner responsible for any payment or for any credits by reason of rejection, it is hereby agreed that, after title to such materials shall have passed from vendors and until Contractor shall have paid for and shall have fully accepted such materials, City shall be deemed to have and retain the full legal title to and control over such materials; provided, however, that upon receipt of such materials Contractor shall at his own cost and expense promptly unload from the cars, transfer, handle, stock, store, or otherwise securely care for the same separately and apart from all other like materials and in such place and manner as may be approved by the Engineer; and provided, further, that in case of any destruction of or damage to such materials or any part thereof, after the title to same shall have passed from the vendors, or in case of any confusion of goods, Contractor shall and will fully indemnify and hold City harmless from any loss, damage, costs and expenses on account of such matters, and the same if incurred by City shall be charged to and paid by Contractor to City.

42. PURCHASES, ETC.—ORDERS, CLAIMS, RECORDS. Whenever Contractor shall desire to purchase any materials under any such City contract, he shall prepare and present in manner and form to be approved by the Engineer written orders in triplicate each copy of which shall be dated and signed by Contractor and shall be addressed to vendors or otherwise as the particular contract may require; and such triplicates shall be presented by Contractor to the Engineer who, if he finds that materials of the character and quantity ordered are needed for said work and that same are available or allowable under any City contract for such materials, he shall thereupon sign, date and approve such triplicates in writing and shall retain and file one of them as a permanent record of the office of the City Engineer, and Contractor shall thereupon present the remaining two copies of such order to the City Director of Finance who shall date and countersign the same if found correct; and in case any such City contract requires such orders to be made or approved by the City Manager they shall be presented to the City Manager by the Director of Finance for his signature; and likewise all claims which Contractor may desire to make against vendors arising out of any order, purchase or shipment of such materials shall be made immediately upon receipt of such materials in case of shortage or upon rejection of the same or any part of the same in case of rejection, and such claims shall be prepared and presented and if approved shall be signed by the Engineer and countersigned by the Director of Finance, and presented to the City Manager for his signature if so required, in the same manner and form as in the case of said orders for materials. And upon presentation of such two copies of such orders or claims to the Director of Finance he shall retain and file one of said copies as a permanent record of his office and evidence of the facts appearing therefrom; and the other copy of such order or claim shall be transmitted at once by the Director of Finance to the vendors; and Contractor to avoid possible delays shall also advise vendors by letter or otherwise of each such order or claim. Contractor shall also file with the Director of Finance upon receipt of any such materials a copy or statement of each bill of such materials so received by him, and likewise from time to time copies of each receipt, credit voucher or allowance made to Contractor; from which papers together with the bills and other vouchers received by City from vendors and data furnished by the Engineer and any other appropriate means of accounting, said Director of Finance shall keep and verify proper accounts of all said matters and business; and said Director of Finance or Engineer may require of Contractor at any time, and Contractor shall furnish promptly any original papers, or correspondence, or any copies of the same, and such further written statements or other evidence as said Director of Finance or Engineer may deem necessary to explain, ascertain or verify the proper charges or credits made or to be made to any account for such materials.

43. PURCHASES, PAYMENT FOR MATERIALS, CREDITS. For all materials ordered, Contractor shall make due payment on draft with bill of lading attached, or in such other manner of payment as is required in the City contract under which the order is made, or if no method of payment is prescribed in such contract, then in such time and manner as the City Manager may direct; and Contractor shall also pay promptly all transportation charges and all other costs and expenses in connection with each such order or purchase; and City shall be and is hereby authorized to deduct and retain from the first or any subsequent estimate payable to Contractor under this contract all such amounts in this paragraph mentioned owing and remaining unpaid on account of any order for such materials; and such amounts shall be retained and held by City to reimburse City or for payment to the person, firm or corporation to whom such payment is due or owing. Contractor shall be entitled to credit or repayment in such manner as to make good to Contractor the cost of all such materials charged to or paid for by Contractor which may be rejected by the Engineer, and the Engineer shall certify to such rejection, all in accordance with the provisions of the City contract under which such materials were ordered; except, such materials as may have been destroyed, damaged or confused with other materials in which case such credit or repayment shall not be made unless the amount thereof shall be chargeable to or allowed by the vendors. In case any such materials shall be ordered by Contractor and such order shall be approved by the Engineer, but such materials shall not be provided under such City contracts or shall be rejected or condemned by the Engineer; and if Contractor shall not be able to procure acceptable materials under such City contracts, but shall be obliged to provide the same from other sources, then the City shall pay or allow to Contractor such sum, if any, required, as may be necessary to make good to Contractor the excess in the true cost of such materials from other sources above the price at which such materials were to have been furnished

under any such City contract made and entered into by the City before the opening of Contractor's bid for the work included hereunder; provided, that whenever Contractor proposes to purchase any such materials at a price which would make the City liable to pay such additional sum, then the right of Contractor to claim such additional sum shall be conditioned upon the Contractor submitting in writing to the Engineer a signed statement of the prices proposed to be paid for such materials and obtaining written approval thereof before purchasing such materials; and provided, further, that it is hereby agreed that the City shall neither be liable to Contractor for any manner of damages on account of anything in connection with such orders, purchases or shipments of materials, nor for any claim on account thereof, except as herein expressly provided; but in case the work of Contractor be delayed, through no fault of his, by any matter or circumstance connected with any such order, purchase or shipment of materials then an allowance of time equal to such delay shall be made, to be finally and conclusively fixed and determined by the Engineer; and provided, further, that no participation which the City may have in the matter of negotiating for or providing such materials shall in any manner, except as in this article expressly provided, be deemed to release or diminish the responsibilities and obligations of Contractor or any surety of Contractor under any provision of this contract or any bond given by Contractor in connection therewith.

44. PURCHASES, INSPECTION AND REJECTION. In all cases when Contractor orders any materials under such City contracts, said Engineer shall upon arrival thereof and upon request of Contractor make a general examination and inspection of such materials and such tests thereof as he may deem necessary, or such examination and inspection as may be required by such City contracts, and thereupon shall state to Contractor in a general way what of said materials are suitable and in accordance with the requirements; and thereafter notwithstanding anything to the contrary elsewhere in this contract contained, but subject to the qualifications in this paragraph below stated, no concrete or other similar work of Contractor constructed of several constituent materials composing one coherent mass in the work, shall be condemned and rejected on account of any objections to or defects in such materials purchased under City contracts and wrought into the work, when the same shall have been selected and included in the work in accordance with such directions of the Engineers; but paving blocks, brick, and other similar materials retaining separate identity after being wrought into the work purchased under such contracts, whether or not laid or incorporated in the work by Contractor may be rejected and condemned by the Engineer as provided in any article of this contract and in such contracts for materials, and if so rejected shall be immediately removed from the work and from the street by Contractor and deposited in such place as the Engineer may direct; provided, however, that the preceding provisions shall not be deemed to qualify or affect any right of the City in this contract provided to reject or condemn any work on account of objections to or defects in any materials used therein other than those purchased under City contracts; and provided, further, that as to any and all material not yet wrought into the work, though purchased under City Contract, the City reserves all rights of rejection; and provided, further, the whole or any part of such work may be condemned and rejected by the Engineer in like manner and with like effect as any other work, and on account of any objections to or defects in any materials purchased under City contracts, and Contractor shall not assert any claim against City on account of such rejected work or any materials used therein, whenever such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accordance with said specifications; and provided, further, Contractor shall be bound and obligated to all covenants and provisions for guaranty, repair and maintenance of said work and improvements alike regardless of whether materials be obtained through City contracts or independently thereof, and provided, further, that on account of the need for the prompt execution of all work under the provisions of this contract relating to the guaranty, maintenance and repair of said work, no allowance shall be made for delay on account of any order, purchase or shipment of such materials ordered under City contracts for such work; and such materials shall not be so ordered for any work after said work shall have been ordered or required of Contractor by City.

(In case no Guaranty, Repairs or Maintenance are required, strike out Arts. 45 to 48, inclusive.)

45. GUARANTY, REPAIR AND MAINTENANCE. Contractor covenants and agrees to guarantee, repair and maintain said structures, work and improvements, and all parts thereof included under this contract, under rules and regulations to be established by the City, and in accordance with the following conditions and provisions which shall be deemed to be incorporated in the maintenance bonds of Contractor as well as in this contract, to-wit:

46. Contractor shall and will so construct said work and use such materials in the construction thereof so that the same shall be and remain in good condition and repair for and during the full guaranty period of at least

from and after the date of the certificate of the Engineer evidencing the completion of said work and the acceptance by the City thereof, so that at the end of said guaranty and maintenance period and at all times prior thereto, said work shall be and remain in good, sound, smooth, unbroken and serviceable condition, free from such defects as cracks, breaks, holes, disintegration, undue wear, leaks, scaling off of surface, deflections or departures from true line, grade or place, and any and all other defects which shall or might impair the permanence or usefulness of such work; and Contractor shall and will during all of said period upon notice given by the Engineer make good his guaranty and reconstruct or repair and maintain promptly, at his own cost and expense, said work or any part thereof all as said Engineer may order and direct, so that the same shall be and remain at all times in the condition hereinabove specified; all of which reconstruction, repair and maintenance work shall be done under the supervision of and to the satisfaction of the Engineer, and in all respects, as far as practicable, as provided in the contract, specifications and drawings for said original work; and the order and notice of the Engineer directing the performance of any such work of reconstruction, repair or nature and extent of the reconstruction, repair, or maintenance work necessary to remedy such defects; provided, however, that Contractor shall not be held liable under this article of this contract to repair any damage to said work resulting from fire or tornado or any act of God or public enemies; nor shall Contractor be held liable under this article to repair any damage to said work when in the opinion of the Engineer such damage is the result of excessive violence, loading or strain directed or imposed by personal agencies and not in any respect or to any degree due or chargeable to defects of workmanship or materials, but on these matters last mentioned the opinion and decision of the Engineer shall be final and conclusive.

47. FAILURE TO REPAIR AND MAINTAIN. In case of the failure or refusal of Contractor in good faith to begin and prosecute with diligence any such work of reconstruction, repair or maintenance within ten days after such order and notice by said Engineer, then the City Manager or City Council shall be immediately authorized to cause

such work to be done, and all proper labor and materials to be provided therefor, by contract or otherwise, under the direction of the Engineer, and may again so have other such work done as often as same may be required; and if said Engineer shall not be aware and the City Clerk shall have no notice as hereinbefore provided, of the whereabouts or address of Contractor, said Engineer shall nevertheless issue such order and notice requiring Contractor to do any work required hereunder, which order shall have the same effect and be final and conclusive as hereinbefore provided; and said Engineer shall thereupon forward such order and notice to Contractor at his last known address, if any, and shall at the same time attach a copy of such order and notice to a written report which he shall file with the City Clerk showing that the address of Contractor is unknown to him; and thereupon said City Council may order and notify Contractor to do such work in the following manner, that is: A resolution of said City Council duly passed and approved, ordering and notifying Contractor to do and perform any such work, upon copy of such resolution being posted at the East door of the City Hall for a period of ten days, shall constitute good and sufficient notice to Contractor; and should Contractor, upon such notice being given, fail to begin the reconstruction, repair or maintenance of said work as directed within said period of ten days, thereupon the City Manager and City Council shall be authorized to proceed as in case of the failure or refusal of Contractor as above provided, and in either event Contractor and the sureties on his bond shall upon the completion of such work by the City be and become fully obligated to repay to City all costs and expenses thereof, together with reasonable charges for the expense of supervision on account of such work; and in case of any such work done or performed by or at the instance of the City and not by Contractor, the written certificate or estimate of the Engineer as to the amount or amounts chargeable as aforesaid to Contractor or his sureties shall be final and conclusive.

48. MAINTENANCE BOND. Contractor hereby agrees to execute with sureties and to deliver to the City, at once, a

"Maintenance Bond" in the sum of _____ Dollars, such as shall be satisfactory to the City Manager as to form and sufficiency, and it is agreed that said bond shall be conditioned that Contractor shall and will faithfully perform, observe and comply with all the terms, conditions, stipulations, undertakings and provisions of this contract and all included instruments according to their intent and purpose, in so far as the same relate to such repair and maintenance of said structures, work and improvements, or are applicable to any of the work required therefor or anything incident thereto; said bond being also otherwise conditioned, all as will more fully appear from the said Maintenance Bond which is hereto attached and made a part hereof.

49. All money payable hereunder is payable at the office of the Director of Finance of the City of San Antonio in Bexar County, Texas; and venue of all actions growing out of this contract in any county other than Bexar County, Texas, is waived by this contract.

50. This document and included instruments is the entire contract and recites the full consideration between the parties, there being no other written nor parol agreement; it being understood that the Charter of the City requires all of its contracts to be written and made by ordinance.

51. IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument

to be attested by the City Clerk; and the said Contractor, acting by the hand of

thereunto duly authorized

does now sign, execute and deliver this instrument.

52. Done at San Antonio, Texas, on 26 day of November A. D. 1958

CITY OF SAN ANTONIO

By _____ City Manager.

ATTEST: _____ Contractor.

By _____ City Clerk. Agent.

CONSTRUCTION BOND

STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO,

KNOW ALL MEN BY THESE PRESENTS:

53. That we HARRIS ENGINEERING & CONSTRUCTION, INC.,

as Principal, and
as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of \$49,556.51 for the payment of which sum well and truly to be made in and to said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally;

54. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said HARRIS ENGINEERING & CONSTRUCTION, INC.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion within and for said City of certain structures, work and improvements generally described as portion of Adele Street and of certain other streets and avenues or portions thereof described in an ordinance determining the necessity and ordering the improvement thereof, passed and enacted by the City Council of the City of San Antonio on October 16, 1958, including all labor, materials, equipment and appurtenances thereto, in accordance with plans on file in the office of the Engineering Division, Department of Public Works, City of San Antonio, Texas, and specifications attached hereto and a part hereof;

and for the performance and observance of divers other matters and things in connection with said work; all of which matters will more fully appear from said contract together with the specifications and drawings for said work, which are made a part hereof;

55. NOW, THEREFORE, if Contractor, the principal party to this obligation, shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose in so far as the same relate to or are incident to the construction and completion of said structures, work and improvements as distinguished from the repair and maintenance thereof after acceptance, then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal, and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City and right or remedy provided by the contract or specifications or by any law or ordinance.

56. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 26th day of November A. D. 1958.

57. The foregoing bond is approved and accepted this

19 _____
By _____
City Manager.
Contractors and Principals.
By _____
Agent.
(SEAL)
By _____
Sureties.
Agent.

PROPOSAL
TO
CITY OF SAN ANTONIO, TEXAS

FOR THE CONSTRUCTION OF

PARTICIPATION PAVING PROJECT "C"

IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has... carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications, and in accordance with the terms of Standard Construction Contract form prepared and furnished by the City of San Antonio, Texas.

PROPOSAL SHEET

Item No.	Approximate Quantities	Unit and Description and Unit Bid Price Written in Words
1	11,099 LF	TOTAL Removing Concrete Curbing 4,439.60 for dollars and ⁴⁰ cents per Unit
2	12,831 SF	Removing Concrete Drive Approaches for ^{2,052.96} dollars and ¹⁶ cents per Unit
3	3,168 SF	Removing Concrete Sidewalks for ^{506.88} dollars and ¹⁶ cents per Unit
4	64,265 CY	Street Excavation for ^{50,126.70} dollars and ⁷⁸ cents per Unit

5	87,470 LF	Concrete Curbing forONE.....dollars and08.....cents per Unit	94,467.60
6A	18,141 SY	10" Flexible Base Course forONE.....dollars and10.....cents per Unit	19,955.10
6B	149,390 SY	8" Flexible Base Course fordollars and39.....cents per Unit	132,957.10
7	400 SY	Soil Cement Base Course forTWO.....dollars and20.....cents per Unit	880.00
8	50,569 Gal	Prime Coat fordollars and22.....cents per Unit	11,125.18

Item No.	Approximate Quantities	Unit and Description and Unit Bid Price Written in Words	
9	16,858 Gal	Tack Coat for dollars and83..... cents per Unit	3,877.34
10	10,542 Ton	Hot Mix Asphaltic Concrete Pavement forSIX.....dollars and25.....cents per Unit	65,887.50
11	122 Each	Adjusting Sanitary & Storm Sewer Manholes forTHIRTY-FIVE.....dollars andNO.....cents per Unit	4,270.00
12	14 Each	Removing Storm Sewer Inlets forTHIRTY-FIVE.....dollars andNO.....cents per Unit	490.00
13A	170 LF	12" Reinforced Concrete Pipe forFIVE.....dollars and50.....cents per Unit	935.00
13B	105 LF	15" Reinforced Concrete Pipe forSIX.....dollars and30.....cents per Unit	661.50
13C	255 LF	18" Reinforced Concrete Pipe forSEVEN.....dollars and50.....cents per Unit	1,912.50
14A-1	12 Each	Reinforced Concrete Structures (Type B-1 Inlets) forTWO HUNDRED FIVE.....dollars andNO.....cents per Unit	2,460.00
14B-2	5 Each	Reinforced Concrete Structures (Type B-2 Inlets) forFOUR HUNDRED SIXTY-FIVE.....dollars andNO.....cents per Unit	2,325.00

Item No.	Approximate Quantities	Unit and Description and Unit Bid Price Written in Words
14C	1 Lump Sum	Reinforced Concrete Structure (Multiple Box Culvert: Job C-47) 4,200.00 for FOUR THOUSAND TWO HUNDRED . dollars and NO cents per Unit
14D	1 Lump Sum	Reinforced Concrete Structure (Multiple Pipe Culvert: Job C-47) 1,290.00 for ONE THOUSAND TWO HUNDRED NINETY . dollars and NO cents per Unit
15	2,942 SF	Concrete Sidewalks 1,912.30 fordollars and 65cents per Unit
16	15,335 SF	Concrete Drive Approaches 12,268.00 fordollars and 80cents per Unit
17	2,225 SF	Remove Concrete Pavement 556.25 fordollars and 25cents per Unit

It is understood and agreed that the work is to be completed in full in 250 working days.

Accompanying this Proposal is a Bid Guaranty in the amount of TWENTY THOUSAND,
83/100
NINE HUNDRED SEVENTY-SEVEN AND Dollars (\$ 20,977.83), said amount being

five (5%) per cent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder shall, at any time, withdraw this Proposal; or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, as herewith provided, within ten (10) days after such acceptance, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Amount of Bid: \$419,556.51
Signed HARRIS ENGINEERING & CONSTRUCTION INC.
By /s/ Jerome D. Harris
President
P. O. Box 1080
San Antonio 6, Texas
Address
Address

Please return bidders check to same address Name

Tel. No. CA6-0261 Address

Date November 12, 1958 Address

2. The City Clerk is hereby authorized and instructed to affix the corporate seal of the City to said contract and to attest same.

3. After said contract has been executed by the City Manager and attested by the City Clerk, and after said HARRIS ENGINEERING & CONSTRUCTION INC. has executed the same, the 100% Performance Bond of said HARRIS ENGINEERING & CONSTRUCTION INC. shall be filed as required by law.

4. The City Manager of the City of San Antonio is hereby authorized to enter into a contract with First of Texas Corporation, reading in words and figures as follows, to-wit:

THE STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation organized under the laws of the State of Texas, situated in Bexar County, Texas, hereinafter called CITY, and FIRST OF TEXAS CORPORATION, a Texas corporation with its principal office and place of business in the City of San Antonio, Bexar County, Texas, hereinafter called FISCAL AGENT,

W I T N E S S E T H :

WHEREAS, the City of San Antonio has by ordinance duly passed and approved on the 16th day of October, 1958, determined the necessity for and ordered the improvement of certain streets or avenues or portions thereof of the City of San Antonio, Texas, and contemplates levying special assessments against the properties abutting the streets or avenues or portions thereof to be improved, and against the owners thereof for a portion of the cost of such improvements, pursuant to the provisions of the Acts of 1927, 40th Legislature, First Called Session, Page 480, Chapter 106; and pursuant to the laws amendatory thereof and supplementary thereto (said Act of 1927 and such laws being commonly referred to as Article 1105b, Revised Civil Statutes of Texas, 1925, as amended).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payments and agreements herein agreed to be made and performed by the City, the Fiscal Agent agrees with the City that it will perform certain services hereinafter set out in connection with such street improvements to such streets or avenues or portions thereof ordered improved by said ordinance.

ARTICLE I

The Fiscal Agent agrees that it will pay the following expenses of such improvement program, to-wit:

(a) Fees of any attorneys employed by the Fiscal Agent to assist the City Attorney of the City of San Antonio in the preparation of the assessment proceedings and other legal instruments necessary or advisable in order that the City may levy valid assessments against the owners of abutting properties and their properties for the portion of the cost of such improvements which

it has or may determine to assess against them; such proceedings consisting of ordinances, notices, assessment certificates, and other proceedings. Such ordinances and proceedings shall in all cases be approved by the City Attorney of the City of San Antonio prior to submission to the City Council.

(b) The expenses incurred in the preparation by the Fiscal Agent of a list of the owners of abutting properties and a description of such properties abutting on the streets or avenues or portions thereof, being improved in each unit, and the expenses incurred in the preparation, by the Fiscal Agent, of an assessment roll, with the assistance of the City Engineer.

(c) The expenses incurred by the Fiscal Agent in connection with soliciting the execution of mechanics' lien contracts from the owners of abutting properties where such properties may be exempt, under the Constitution and Laws of the State of Texas, from the fixing of an involuntary assessment lien. In this connection, the Fiscal Agent agrees to make a bona fide effort to obtain the execution of valid mechanics' lien contracts, or to obtain advance cash payments, or other satisfactory security from all owners of abutting properties which are exempt from the assessment lien.

(d) The cost of publication of all statutory notices.

(e) The cost of printing all assignable certificates of special assessment blanks, and of all mechanics' lien contract blanks.

(f) The cost of recording of all instruments deemed necessary by the Fiscal Agent to be recorded in the records of the County Clerk's office of Bexar County, and the cost of all notaries fees incurred in connection with the execution of mechanics' lien contracts by the owners of abutting properties.

(g) The cost of any stenographic transcript of the testimony at the property owners' hearing.

ARTICLE II

The Fiscal Agent further agrees that it will, at the time, in the manner, for the consideration and, subject to the conditions contained in Article III of this contract, purchase from the Contractor constructing the improvements each assignable certificate of special assessment which is issued by the City to

the Contractor which evidences the levy of an assessment against the owner of a piece of real property abutting a portion of the street or avenue which has been improved and evidences the fact that an assessment has also been levied against such abutting property. Such certificates and any collateral or cumulative mechanics' lien contracts shall be assigned, without recourse, by the Contractor to the Fiscal Agent at the time the Fiscal Agent pays the consideration for such certificates.

ARTICLE III

(a) The Fiscal Agent agrees that it will within thirty days from the date the improvements in each group of improvement units are completed, and accepted by the City by ordinance, pay to the Contractor the unpaid principal balance due on each such certificate, together with accrued interest, if any, due thereon (except certificates representing unauthorized improvements as hereinafter defined).

(b) The City of San Antonio agrees to pay the Fiscal Agent for the services performed in each unit in which the improvements are completed and have been accepted by the City, a fee in accordance with the schedule listed below:

(1) When curbs have been laid, but no street paving improvements are constructed in a unit, the City agrees to pay to the Fiscal Agent, within thirty (30) days from the date of completion of the improvements in such unit and the acceptance of the improvements by the City (and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of all certificates of special assessment, and of all collateral and cumulative mechanics' lien contracts signed or executed in connection with the improvements in such unit, and simultaneously with the payment by the Fiscal Agent to the Contractor of the unpaid principal balance of such certificates together with accrued interest) a fee equal to twenty-two and one-half (22½%) per cent of the amount of each assessment levied in such improvement unit for completed improvements. Such twenty-two and one-half (22½%) per cent fee formula shall be applicable to all "curb only" improvements regardless of the front foot rate assessed against each owner of abutting property and his property.

(2) Where paving improvements have been constructed in a unit, either with or without the construction of curbs, the City agrees to pay to the Fiscal Agent within thirty (30) days from the date of completion of the improvements in such unit and the acceptance thereof by the City (and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of all certificates of special assessment, and of all collateral and cumulative mechanics' lien contracts issued or executed in connection with the improvements in such unit, and simultaneously with the payment by the Fiscal Agent to the Contractor of the unpaid principal balance of such certificates, together with accrued interest) a fee equal to twenty-two and one-half (22½%) per cent of the amount of each assessment for an amount less than One Hundred Thirty-Two and 50/100 (\$132.50) Dollars levied in such unit for completed improvements, and a fee equal to twenty (20%) per cent of the amount of each assessment of One Hundred Thirty-Two and 50/100 (\$132.50) Dollars or more levied in such unit for completed improvements.

(c) It is understood that in certain instances an owner may, either prior to or subsequent to the levying of an assessment against him and his property, pay cash in advance for his portion of the cost of such improvements, or may deposit his share of the cost of the improvements in escrow to be released to the Contractor upon completion of the improvements or (after the date of the assessment certificates, but before the time has arrived for them to be assigned and delivered over to the Fiscal Agent) an owner may make partial or complete payments for his share of the cost of the improvements. All such cash and escrowed payments, whether partial or in full, shall be placed in a special account in a depository approved by the City and delivered over to or released to the Contractor within thirty (30) days from the completion and acceptance by the City of the improvements in the unit in question, and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of the unpaid certificates, as set out herein. All such cash or escrowed payments, whether partial or in full, shall be included in tabulating and computing the fee due by the City to the Fiscal Agent for its services in such unit.

(d) Simultaneously with the purchase by the Fiscal Agent of the assignable certificates of special assessment from the Contractor, the Contractor shall furnish evidence that all persons supplying it with labor and materials in the construction of such units have been paid. If the Contractor fails or refuses to furnish satisfactory evidence to such effect, the Fiscal Agent shall not be required to purchase such assessment certificates from the Contractor at such time, but shall be entitled to delay performance on its part until such evidence can be furnished. During the time of such delay no interest shall accrue on such certificates insofar as the accounting between the Fiscal Agent and the

Contractor is concerned. If the Contractor does not furnish such evidence within a reasonable length of time, the City shall pay the Fiscal Agent its fee and the Fiscal Agent shall cease to be obligated to purchase any certificates from the Contractor who has failed to furnish such evidence.

(e) Cash and escrowed payments, whether partial or in full, which are delivered over to or released to the Contractor under the provisions of Paragraph (c) of Article III, above, shall be credited against the unpaid balance on the contract price for the completed improvements in the unit in question.

(f) The City agrees to pass all necessary and proper resolutions and ordinances and to give all necessary and proper notices as may be required to fix liens on all properties abutting the streets or avenues to be improved, against which liens may be fixed by assessment under the Constitution of the State of Texas, and as may be required to create personal liabilities against the owners of all properties abutting on the streets or avenues or portions thereof to be improved, and to fix liens and create personal liabilities against all railways using, occupying or crossing such streets or avenues or portions thereof to the extent of their statutory liability for such costs and to issue assignable certificates of special assessment to evidence all of such assessments. The City also agrees that it will take such steps as may be necessary to reassess any property or interest therein abutting any portion of any street or avenue being improved and to reassess the owner thereof for such portion of the costs of such street improvements for which he and such property may be legally held liable in any instance where it is deemed desirable by the holder of the original assessment certificate that there shall be a reassessment; and agrees to issue reassessment certificates, evidencing such reassessments and such lien and personal liability, to the holder of the original assessment certificate or his assignee, or to the party properly entitled to receive same or to his assignee in the event no certificate of special assessment was originally issued. If the Fiscal Agent's attorneys have specifically approved the particular assessment proceedings taken by the City, the Fiscal Agent shall be estopped from claiming that it is not obligated to purchase the certificates of special assessment from the Contractor on the ground that the assessment proceedings are invalid, but no such estoppel shall constitute a denial of its right to a reassessment.

(g) It is agreed that the City does not guarantee the collection of the assessments levied against the owners of abutting properties and their properties, but the City does agree to

exercise and exhaust all of its lawful powers to aid in enforcing the collection of such assessments, and will hold for and deliver to the Contractor or its assignee any sums collected between the date of the acceptance of the improvements and the date of delivery of the certificates to the Contractor or its assignee, as well as any sums which may thereafter be paid to said City as payment on or of such assessments.

(h) It is recognized that a substantial portion of the properties abutting the streets or avenues to be improved will be exempt from the lien of any special assessment which may be attempted to be levied against such properties. It is further recognized that it would not be economically feasible where the owners of certain exempt properties within a unit refuse to create valid mechanics' liens thereon, to compel the Contractor to construct such improvements on the portions of the streets or avenues which are immediately abutted by all such properties, and to compel the Fiscal Agent as assignee of the Contractor in all such cases to rely on the personal liability of the owners for the payment of the assessment. Therefore, the Contractor shall not construct any of such improvements on that portion of a street or avenue immediately abutting any properties against which the owners are unwilling to fix valid mechanics' liens or to otherwise satisfactorily secure the payment of their share of the cost of such improvements; and if the Contractor constructs any improvements under such circumstances and such improvements constitute unauthorized improvements, as hereinafter defined in Paragraph (k) of this Article III, then the Fiscal Agent shall not be obligated to purchase the certificates evidencing such assessments. It is further recognized that in many instances, if the curbing and/or paving are omitted to a portion of a street or avenue, the drainage of such street or avenue may be seriously impaired. Therefore, the City reserves the right to eliminate any improvement unit (or any block therein)

from the improvement program, if any one or more of the owners of exempt property in such unit is unwilling to fix valid mechanics' liens upon his property, or to otherwise satisfactorily secure the payment of his share of the cost of the improvements. The Contractor and the Fiscal Agent shall, at all times, keep the City Engineer advised as to properties which are to be "skipped" so that the City may exercise the right herein reserved to eliminate a unit or units or block within a unit or units from the assessment program.

(i) In order to eliminate the construction, through oversight, of improvements abutting exempt property, in those instances where valid mechanics' liens have not been executed by the

owners of such properties and where no other satisfactory security has been furnished, the Contractor and the Fiscal Agent will be required to cooperate with each other in every reasonable way in carrying out the program of soliciting the execution of valid mechanics' lien contracts, and particularly:

(1) The Contractor shall give the Fiscal Agent notice in writing of its intention to start work on the improvements in each particular unit of improvement at least forty-eight (48) hours before it contemplates beginning such work in such unit.

(2) The Fiscal Agent shall advise the Contractor in writing before the expiration of such 48-hour period as to which of the properties in such unit are exempt properties in the opinion of the Fiscal Agent.

(3) The Contractor will not begin the construction of any of such work on the portion of any street or avenue immediately abutting any property which the Fiscal Agent has notified Contractor in writing (as above provided) is exempt property unless and until the Fiscal Agent has also notified Contractor in writing that: (a) a satisfactory mechanics' lien contract has been obtained from the owner of such property; or (b) other satisfactory security has been obtained from such owner; or (c) the Fiscal Agent is willing to rely upon the personal liability assessed against the owner for the collection of such owner's share of the cost of such improvements; or (d) other satisfactory arrangements have been made between the City and the Fiscal Agent.

(j) All mechanics' lien contracts shall be submitted to abutting property owners on forms which have been approved by Fiscal Agent's attorneys, and the City shall require the Contractor to execute and acknowledge all mechanics' lien contracts applicable to a unit before any work is begun in such unit.

(k) Any improvements made by the Contractor without compliance with the above subparagraphs (1) through (3) of Paragraph (i), above, or without complying with the provisions of Paragraph (j), above, shall be considered "unauthorized improvements" as such term is used in this contract, unless the Fiscal Agent has failed to comply with the obligations imposed on it by the above provisions of this contract.

(l) The Contractor shall not begin any work on the improvements in any unit until twenty (20) days have elapsed from the date the hearing on special benefits to owners of properties

in all units is closed by ordinance and the assessments levied and then only in the event no suit has been filed within such 20-day period, attacking the validity of the assessments or of any of such assessments. If within twenty days from the date such hearing is closed and assessments levied a suit has or suits have been instituted, attacking the validity of all or part of the assessments levied by the ordinance closing such hearing or by a later ordinance, the Contractor and Fiscal Agent may, at the election of either, be released from all of their respective obligations under their contracts with the City; or they may at their joint election undertake the defense of such suit or suits, and if such defense is sustained by the final judgment of a court of competent jurisdiction, then their contracts shall be of binding force and effect, except that the delay caused by such litigation shall not be charged against said Contractor. If a court of competent jurisdiction enters a final judgment sustaining any such contest, or if for any reason such contest has not been finally disposed of by a final judgment of a court of competent jurisdiction within one (1) year from the date such suit or suits was or were instituted, then the Contractor and the Fiscal Agent shall at their election be released from all obligations under their contracts.

(m) The City agrees that it will not accept the improvements in any unit until and unless the improvements to a group of units have been completed and may be accepted in the manner and to the extent provided by Paragraph 18(c) and 18(d) of the Revised Instructions to Bidders, as amended by Addendum No. 1 to Instructions to Bidders.

(n) In the event the City should be entitled to retain or deduct from any payment to be made to the Contractor, any sums, either as liquidated damages for delay or because of any right vested in the City by Section 26 of the construction contract, or by any other section or clause of the construction contract, such funds shall be first deducted from the cash to be paid to the Contractor by the City. If there are not sufficient funds to be paid by the City to the Contractor in cash to enable the City to withhold or deduct the full amount which it is entitled to withhold or deduct, the City may require the Fiscal Agent to make payment to it of such part of the consideration which the Fiscal Agent has agreed to pay Contractor for the assignable certificates of special assessment as will be necessary to place in the hands of the City such funds as it is entitled to deduct or withhold from the total amount Contractor will be entitled to deduct or withhold from the total amount Contractor will be entitled to receive under his contract; provided, however, that Fiscal Agent shall not be required to pay any money to the City for any certificate of special assessment unless the Contractor has assigned

such certificate to the Fiscal Agent and provided, further that in no event shall the fee of the Fiscal Agent be diminished or the payment thereof delayed, by virtue of the fact that the City is entitled to deduct or retain any funds from the Contractor's payments and provided, further, that the fact that the City may be entitled to deduct or withhold funds from the Contractor shall not give the City any rights as to any certificates of special assessment which the Contractor has assigned to the Fiscal Agent and which the Fiscal Agent has paid for, prior to receiving written notice that the consideration for such certificates should be paid under the provisions of this paragraph of this contract to the City; and such certificates in the hands of the Fiscal Agent shall be free from any claims of any of the Contractor's materialmen, mechanics, laborers, assignees or sureties.

(o) When the term "paving" is used herein, such term includes all necessary and incidental excavating, grading, filling, engineering and other incidentals to the construction of a completed paving improvement, including incidental drainage facilities.

EXECUTED this, the 26th day of November 1958.

CITY OF SAN ANTONIO

By _____
City Manager

ATTEST:

City Clerk, City of San Antonio

(SEAL OF CITY)

FIRST OF TEXAS CORPORATION

By _____
President

ATTEST:

(CORPORATE SEAL)

5. The City Clerk is hereby authorized and instructed to affix the corporate seal of the City to said contract and to attest same.

6. The sum of \$251,841.76 shall be and it is hereby appropriated out of and from unappropriated monies on hand and to the credit of the City in the Street Improvement Bond Fund, 1957 Series, 479-11, for the purpose of satisfying all amounts which the City will be obligated to pay to said HARRIS ENGINEERING & CONSTRUCTION INC. on said construction contract and to said FIRST OF TEXAS CORPORATION on said fiscal agency contract. The sum of \$207,852.18 of such appropriation shall be for the purpose of satisfying the City's share of the cost of the street improvements to be constructed and shall be appropriated for the benefit of HARRIS ENGINEERING & CONSTRUCTION INC. The sum of \$43,989.58 of such appropriation shall be for the purpose of satisfying the City's obligation to First of Texas Corporation. The appropriation hereby made shall be reflected on the proper books and records of the City and such appropriated monies shall be used for no other purpose until the final amounts due to HARRIS ENGINEERING & CONSTRUCTION INC. and to FIRST OF TEXAS CORPORATION have been paid and satisfied and any balance of the money hereby appropriated then remaining may become and shall be available for further use and appropriation for the purpose for which said monies were originally budgeted into such fund.

7. The City's Engineer and the City's Fiscal Agent shall immediately begin the preparation of a property owners' roll and of an engineer's estimate of costs of the street improvements in each unit on a front foot basis, which said property owners' roll and estimate shall be submitted to the City Council as soon as reasonably possible.

8. The fact that numerous streets and avenues or portions thereof 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 or avenues or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, 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.

9. PASSED AND APPROVED this 26 day of November, 1958.

/s/ J. Edwin Kuykendall

Mayor, City of San Antonio

ATTEST:

/s/ J. Frank Gallagher

City Clerk, City of San Antonio

ORD. No. 27112

NOV 26 1958

J. Frank Gallagher

AN ORDINANCE 27,113

APPROPRIATING \$500.00 OUT OF 479-01, STREET IMPROVEMENT BOND FUND, 1956 SERIES, as AN ADDITIONAL CONTINGENCY FUND IN CONJUNCTION WITH THE WOODLAWN AVENUE STREET IMPROVEMENT PROJECT

WHEREAS, extra engineering services will be required in connection with Street Improvement Bond Project 479-01-40 (Woodlawn Avenue) for the revision of design, plans and specifications to conform to changes made in the original project; and

WHEREAS, these and other miscellaneous expenses require an additional appropriation to be used for contingencies in connection with such project; NOW, THEREFORE:

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

1. The sum of \$500.00 is hereby appropriated out of No. 479-01, Street Improvement Bond Fund, Series 1956, to be used for contingencies in conjunction with the Woodlawn Avenue Street Improvement Bond Project.

2. Said amount shall be spent as necessary upon recommendation of the Director of Public Works and approval of the City Manager.

3. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,114

APPROPRIATING CERTAIN SUMS OF MONEY IN CONNECTION WITH LAND ACQUISITIONS THROUGH CONDEMNATION PROCEEDINGS

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

1. The following sums of money are hereby appropriated out of the named funds payable to Fred Huntress, County Clerk of Bexar County, Texas, in connection with land acquisition by condemnation proceedings:

ZARZAMORA STREET WIDENING PROJECT - Street Improvement Bond Fund, Series 1957, Account No. 479-10

a. \$3,395.00 subject to the order of J. F. Perry, Jr., Martin Guerra and wife, Concepcion Guerra, according to their respective interests as may be determined by the Court, for Lot 1, Block 61, New City Block 8003, COLUMBIA HEIGHTS, San Antonio, Bexar County, Texas, in connection with the widening of Zarzamora Street, Parcel No. 3321.

58-B STORM DRAINAGE PROJECT - Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13

b. \$530.00 subject to the order of Cecilia E. Logan, a widow, for a permanent easement and a temporary construction easement over a certain parcel of land within Lot 74F, Block C, New City Block 11527, in connection with Storm Drainage Project 58-B, Parcel No. 3518.

95 STORM DRAINAGE PROJECT - Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13

c. \$889.00 subject to the order of Lillian W. Maverick and other defendants according to their respective interests as may be determined by the Court, for a permanent easement over a .689/ acres out of Tract 2, New City Block 11606, in connection with Storm Drainage Project 95, Parcel No. 3465.

NEBRASKA STREET WIDENING PROJECT - Street Improvement Bond Fund, Series 1956, Account No. 479-01

d. \$2,428.75 subject to the order of Jason McGarity and other defendants according to their respective interests as may be determined by the Court, for certain portions of Lots and Easements therein in connection with the Nebraska Street Widening Project, Parcel Nos. 2906, 2907, 2908, 2919, 2925, 2929 and 2930, 2931, 2952, 2967 and 2973.

2. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,115

AN ORDINANCE GRANTING PERMISSION TO MILTON A. RYAN
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 Milton A. Ryan 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 940 Morningside Drive, N.E. Cor. of West 150 feet of Lot 18, approx 75 ft. wide, Co. Blk. 5536, Block 12, Unit 4, Morningside Heights, Terrell Hills, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose 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. 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 26th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,116

ACCEPTING A DEED FROM ARTHUR V. TREVINO, CON-
VEYING TO THE CITY LOT 24 AND THE WEST 5 FEET
OF LOT 25, BLOCK 2, N.C.B. 7470, FOR DRAINAGE
PURPOSES; AND APPROPRIATING THE SUM OF \$330.00
IN CONSIDERATION THEREOF.

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

1. The deed executed by Arthur V. Trevino, conveying to the City the following described property located within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Lot 24, Block 2, New City Block 7470, and the West five
feet of Lot 25, Block 2, New City Block 7470,

is hereby accepted. Said property is to be used for drainage purposes.

2. The sum of \$330.00 is hereby authorized to be paid out of 479-13 Storm Sewer and Drainage Bonds, 1957, to Arthur V. Trevino, in consideration of said conveyance.

3. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,117 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY AND
JACK CARNEY FOR THE MANAGEMENT OF RIVERSIDE
GOLF COURSE

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

1. This ordinance manifests a contract between the City and Jack Carney, hereinafter referred to as "Manager", as follows:

a. Manager hereby agrees and binds himself to exercise general supervision over all operations of the Riverside Golf Course, for the period beginning January 1, 1959, and ending December 31, 1959, Manager shall at all times be directly responsible to, and under the supervision of, the City Manager and the Director of Parks and Recreation in carrying out the terms of this contract.

b. City agrees to pay Manager the sum of \$3,000.00 per year, and, as further consideration for the services to be performed by Manager, grants him the privilege of operating the golf shop concession.

c. Manager shall keep an accurate set of books, in the form prescribed by the Director of Finance, reflecting the operation of the golf shop concession, which books shall at all times be subject to inspection by the Director of Finance.

d. Manager will pay to the City, not later than the 10th day of each calendar month, a sum equal to 10% of the gross receipts for the preceding month from the sale of all items from the golf shop, including rental of caddie carts. Such payment shall be made at the office of the Assessor and Collector of Taxes of the City.

e. Manager shall provide the Director of Finance and the Director of Parks and Recreation, on or before the 10th day of each month, with a certified statement of his operation of the Riverside Golf Course for the preceding month. Such statement shall be in the form prescribed by the Director of Finance. Further, Manager shall promptly furnish to the Director of Finance any information requested by the Director of Finance or the Director of Parks and Recreation concerning the operation of such golf course.

f. All green fees and locker fees collected by Manager shall be deposited daily with the Assessor and Collector of Taxes.

g. All golf shop displays shall be subject to the approval of the Director of Parks and Recreation. All expenses connected with the operation of the golf shop concession shall be the sole obligation of and payable by Manager..

h. Should Manager fail to perform any of his obligations hereunder, City may, at its option, terminate this contract upon giving 30 days' written notice of the intention to terminate to Manager. City may cancel this contract at any time by giving to Manager 60 days' written notice of such intention to terminate.

2. PASSED AND APPROVED this 26th day of November, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

I agree to all of the foregoing conditions. Witness my hand this ___ day of December, 1958.

JACK CARNEY

AN ORDINANCE 27,118 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY AND MURRAY
BROOKS FOR THE MANAGEMENT OF BRACKENRIDGE GOLF
COURSE

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

1. This ordinance manifests a contract between the City and Murray Brooks, hereinafter referred to as "Manager", as follows:

a. Manager hereby agrees and binds himself to exercise general supervision over all operations of the Brackenridge Golf Course, including the concession operated in the Club House by Stadium Concessions Company, for the period beginning January 1, 1959, and ending December 31, 1959, Manager shall at all times be directly responsible to, and under the supervision of the City Manager and the Director of Parks and Recreation in carrying out the terms of this contract.

b. City agrees to pay Manager the sum of \$3,000.00 per year, and, as further consideration for the services to be performed by Manager, grants him the privilege of operating the golf shop concession.

c. Manager shall keep an accurate set of books, in the form prescribed by the Director of Finance, reflecting the operation of the golf shop concession, which books shall at all times be subject to inspection by the Director of Finance.

d. Manager will pay to the City, not later than the 10th day of each calendar month, a sum equal to 10% of the gross receipts for the preceding month from the sale of all items from the golf shop, including rental of caddie carts. Such payment shall be made at the office of the Assessor and Collector of taxes of the City.

e. All green fees and locker fees collected by Manager shall be deposited daily with the Assessor and Collector of Taxes.

f. Manager shall provide the Director of Finance and the Director of Parks and Recreation, on or before the 10th day of each month, with a certified statement of his operation of the Brackenridge Golf Course for the preceding month. Such statement shall be in the form prescribed by the Director of Finance. Further, Manager shall promptly furnish any information requested by the Director of Finance or the Director of Parks and Recreation concerning the operation of such golf course.

g. All golf shop displays shall be subject to the approval of the Director of Parks and Recreation. All expenses connected with the operation of the golf shop concession shall be the sole obligation of and payable by Manager.

h. Should Manager fail to perform any of his obligations hereunder, City may, at its option, terminate this contract upon giving 30 days' written notice of the intention to terminate to Manager. City may cancel this contract at any time by giving upon giving 30 days' written notice of the intention to terminate to Manager. City may cancel this contract at any time by giving to Manager 60 days' written notice of such intention to terminate.

2. PASSED AND APPROVED this 26th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

I agree to all of the foregoing conditions. Witness my hand this ___ day of December, 1958.

MURRAY BROOKS

AN ORDINANCE 27,119 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY AND
WILLIAM BOUBLE FOR THE MANAGEMENT OF WILLOW
SPRINGS GOLF COURSE

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

1. This ordinance manifests a contract between the City and William Bouble, hereinafter referred to as "Manager", as follows:

a. Manager hereby agrees and binds himself to exercise general supervision over all operations of the Willow Springs Golf Course, including the operation of the Club House concession by Stadium Concession Company, for the period beginning January 1, 1959, and ending December 31, 1959. Manager shall at all times be directly responsible to, and under the supervision of, the City Manager and the Director of Parks and Recreation in carrying out the terms of this contract.

b. City agrees to pay Manager the sum of \$3,000.00 per year, and, as further consideration for the services to be performed by Manager, grants him the privilege of operating the golf shop concession.

c. Manager shall keep an accurate set of books, in the form prescribed by the Director of Finance, reflecting the operation by the Manager of the golf shop concession, which books shall at all times be subject to inspection by the Director of Finance.

d. Manager will pay to the City, not later than the 10th day of each calendar month, a sum equal to 10% of the gross receipts for the preceding month, from the sale of all items from the golf shop, including rental of caddie carts. Such payment shall be made at the office of Assessor and Collector of Taxes of the City.

e. All green fees and locker fees collected by Manager shall be deposited daily with the Assessor and Collector of taxes.

f. Manager shall provide the Director of Finance and the Director of Parks and Recreation, on or before the 10th day of each month, with a certified statement of his operation of the Willow Springs Golf Course for the preceding month. Such statement shall be in the form prescribed by the Director of Finance. Further, Manager shall promptly furnish any information requested by the Director of Finance or the Director of Parks and Recreation concerning the operation of such golf course.

g. All golf shop displays shall be subject to the approval of the Director of Parks and Recreation. All expenses connected with the operation of the golf shop concession shall be the sole obligation of and payable by Manager.

h. Should Manager fail to perform any of his obligations hereunder, City may, at its option, terminate this contract upon giving 30 days' written notice of the intention to terminate to Manager. City may cancel this contract at any time by giving to Manager 60 days' written notice of such intention to terminate.

2. PASSED AND APPROVED this 26th day of November A. D. 1958.

J. Edw^h Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

I agree to all of the foregoing conditions. Witness my hand this ___ day of December, 1958.

WILLIAM BOUBLE

AN ORDINANCE 27,120 ✓ *Personnel*AMENDING ORDINANCE NO. 26735, PASSED AND
APPROVED JULY 24, 1958, BY CHANGING THE
CLASS TITLES OF CERTAIN POSITIONS; ABOLISHING
TAXICAB INSPECTOR SUPERVISOR, AND INCREASING
THE PAY RANGE OF TAXICAB INSPECTOR

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

1. Ordinance No. 26,753 passed and approved by the City Council of the City of San Antonio on July 24, 1958, is hereby amended as follows:

- a. Investigator I, Class No. 563, Range 18 (\$315-\$405) is changed to Personnel Investigator, Class No. 033, Range 18 (\$315-\$405)
- b. Investigator II, Class No. 564, Range 20 (\$345-\$445) is changed to Personnel Investigator, Class No. 034, Range 20 (\$345-\$445)
- c. Printer, Class No. 811, Range 9 (\$220-\$280), is changed to Multilith Operator, Class No. 811, Range 9 (\$220-\$280)

- d. Taxicab Inspector Supervisor, Class No. 566, Range 12 (\$250-\$315) is abolished.
- e. Taxicab Inspector, Class No. 565, Range 9 is changed by increasing Range 9 (\$220-\$280) to Range 17 (\$300-\$390)
2. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,121 ✓

APPOINTING E. H. JAROSZEWSKI TO THE BOARD
OF EXAMINERS AND APPEALS

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

1. The appointment by the City Manager of E. H. Jaroszewski to the Board of Examiners and Appeals is hereby confirmed.
2. PASSED AND APPROVED this 26th day of November, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,122 ✓

AMENDING SECTION 204 OF THE BUILDING CODE OF THE CITY OF SAN ANTONIO, EFFECTIVE JANUARY 1, 1959, GOVERNING APPOINTMENT AND TERMS OF MEMBERS OF THE BOARD OF EXAMINERS AND APPEALS; PROVIDING THAT APPOINTMENT OF SAID MEMBERS SHALL BE MADE BY THE CITY MANAGER WITH THE APPROVAL OF THE CITY COUNCIL; PROVIDING THAT INITIALLY THREE MEMBERS SHALL BE APPOINTED FOR A ONE YEAR TERM, THREE MEMBERS SHALL BE APPOINTED FOR A TWO YEAR TERM, AND THREE MEMBERS SHALL BE APPOINTED FOR A THREE YEAR TERM; PROVIDING THAT THEREAFTER ALL APPOINTMENTS TO THE BOARD SHALL BE FOR THREE YEAR TERMS; AND APPROVING THE CITY MANAGER'S APPOINTMENT OF NINE MEMBERS OF SAID BOARD FOR TERMS BEGINNING JANUARY 1, 1959

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

1. Effective January 1, 1959, Section 204 of the Uniform Building Code, adopted August 11, 1949, is amended to read as follows:

Section 204. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of this code, there shall be and is hereby created a Board of Examiners and Appeals, consisting of nine members, who are qualified by experience and training to pass upon matters pertaining to building construction. The Director of Housing and Inspections shall be an ex-officio member and shall act as secretary to the Board. The Board of Examiners and Appeals shall be appointed by the City Manager, with the approval of the City Council, and shall hold office for a term of three years; provided, that the terms of one-third of such members shall expire on the last day of each year. The first appointments to the Board under the provisions of this section as hereby amended shall be as follows:

three members for terms of one year;
three members for terms of two years;
three members for terms of three years;

and thereafter, all subsequent appointments to the Board shall be for terms of three years. If any member of the Board shall resign or for any reason be unable to act as a member of the Board, the City Manager, with the approval of the City Council, shall appoint another qualified person to the Board to complete the unexpired term of such member. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Director of Housing and Inspections with a duplicate copy to the appellant and may recommend to the City Council such new legislation as is consistent therewith.

2. The appointment by the City Manager of the following persons to the Board for the terms stated, and with such terms commencing on January 1, 1959, is hereby approved:

✓ One-year terms: Frank T. Drought, F. P. Hindelang, George R. Johnson

Two-year terms: J. A. Brinkoeter, C. C. Simmons, M. C. Engel

Three-year terms: Rigdon Terrell, Judson Phelps, E. H. "Cotton" Jaroszewski

3. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,123

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

WHEREAS, there is currently a general review being made of all tax exempt properties in the City of San Antonio; and

WHEREAS, the organizations owning the particular properties listed herein have reapplied for exemption at the request of the City and the Tax Assessor has investigated the same, resulting in a determination that said properties are being used for an exempt purpose; and

WHEREAS, although said properties have heretofore been granted exemption and appear on the City Tax Rolls in an exempt status, it is deemed advisable to confirm this action by ordinance; NOW THEREFORE:

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

1. That the following described properties owned by the church, school and charitable organizations listed herein and located in the City of San Antonio, are 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 effective June 1, 1958, and to continue from year to year as long as said properties continue to qualify for tax exemption under the Constitution and Laws of the State of Texas.

	<u>Lot</u>	<u>Block</u>	<u>NCB</u>
✓ Alamo Area Council, Inc., Boy Scouts of America Mr. R. Glenn Singleton, Scout Executive 2519 Broadway, S. A. Tex.	22	21	7687
✓ Aldersgate Methodist Church Mr. Quentin A. Reader, Tr., Kayton & Palmetto Sts., S. A. Tex.	22	2	6635
Allena Baptist Church ✓ L. V. Simmons, pastor 2318 Basse Road, S. A. Tex	6 W/H of 7 7, 8, 9, 10	209 209	9662 9662
Ascension Ev. Lutheran Church of S. A., Inc. ✓ Mr. A. H. Jerry Knippa, Tr. 1054 Donaldson Ave., S. A. 1, Tex.,	1, 2, 3		9176
Baptist Memorial Hospital ✓ Mr. John McCoulskey, Accountant 111 Dallas Street, S. A. Tex.	Pt. of 5		796
Baptist Temple (Church) ✓ Vernon O. Elmore, Pastor 901 Drexel Avenue, S. A. 10, Tex.	18, 19, 24, 25, 26 14, 15, 16, 17, 18, 19 8, 9	19 16 17 31	3194 3284 3285 6663

Beacon Hill Church of Christ ✓ Mr. J. F. Boles 937 W. Magnolia, S. A. Tex	30 to 33 & Pts of 29 & 34	36	1828
Beacon Hill Presbyterian Church ✓ Mr. Jess S. Gragg, Tr., 1101 Woodlawn Ave., S.A. Tex	44, 45 & pt of 46 41, 42, 43	24 38	1803 1847
Bethel African Methodist Episc. Ch. ✓ A. R. Nelson 225 No. Swiss St., S. A. Tex	W/12.5' of 3 & E/37.5' of 2	9	582
Bethel Presbyterian Church ✓ Mr. Herman G. Molina, Pres., 816 Rivas St., S.A. Tex.	7		2147
Behtel Temple Church ✓ L. L. Norville, Pastor P. O. Box 7032, S.A. 10, Tex	pt. of 5	8	726
Board of Church Extension & Home Mission of the Church of God ✓ Nora Angus Recording Sec'y P. O. Box 69, Anderson, Indiana	12 26	8 70	2367 3338
Calvary Baptist Church ✓ Edward N. Garrett 3000 N. New Braunfels Ave., S.A. 9	4, 4-1/2, 12 A-11, A-8 A-19 6 thru 12, 25, 26, 27 12	13	531 540 1080 1307
Calvary Missionary Church ✓ Rev. Frank Stribling, Pastor 115 Kirk Place, S.A. Tex.	65 thru 71	12	3495
✓ Carmelite Sisters, D.C.J. 2006 Nebraska St., S.A. 2, Tex	1 thru 30, 14 thru 20	1	1528
Carson Street Christian Church ✓ B. H. Pittman, Board Chairman 1123 Gibbs Street, S.A. Tex	37 & 38, A-37, A-38		1260
Central Baptist Church ✓ Mrs. Donald Walker, Church Secy 1226 S. Presa Street, S.A. Tex.	8, 15, 16 1 46	7 25	734 3011 3688
Central Christian Church ✓ James K. Loftin Business Director Main Avenue at Romana Plaza San Antonio, Texas	A-12, 13, 14, E 24' S pt Cir 12 & E/35' of Cir 13 Arb A-16 Cir 14, Arb A-15 7	9 9 11	796 796 6701
Christian Science Society ✓ Mrs. Alice Zunker, Clerk 3523 S. Presa St., S.A. Tex.	6	4	3211
Church of the Nazarenes of South S.A. ✓ Rev. Everett D. Howard, Dist. Supt. Gen Bd. of the Church of Nazarene 1007 Alamos St., S.a. 1, Tex.	31 41 12 32 10	17 104 17	8913 6461 7206 8913 7785
Concordia Lutheran Church ✓ Fred Huntress, Jr., Pres. 438 Laurelwood, S.A. Tex.	Pt. of Tr. 3,		7172
Congregation Perpetual Adoration ✓ Mother Maria Sofiadel Segrado Carzaon 2701 West Travis St., S. A. Tex.	13 -15		2259
Congregation Beth-el Mr. Bernard M. Brooks, Pres. 211 Belknap Pl., S. A. Tex.	1 thru 5	4	1896

Congregation of the Sisters of Charity
of Incarnate Word
✓ Al M. Heck, Attorney
Alamo Nat'l Bldg., S. A. Tex.

28, 29, 30
(pt. of A-49) A-52

✓ Congregation of Sisters of Divine
Prov.,
Mother M. Amata, Superior General
Our Lady of the Lake Convent
515 S.W. 24th St., S. A. Tex.

Pts of D 835,851,
850 927
All of Blks 2727,2728,
2729 2730
Pts of 2731,2732,
8185 8186
Pts 3002
1, 2 103 3683
1, 2,16,17,18 3972
3, & Tr Ft. G 3972
160' on Durango 8176
Pts of 6667 8176
1 104 6668
2-12 104 6668
Pts. of 26 6668
1-5 8 8084
9, 10, 11 8190

Cordemarian Sisters
✓ Mother Maria Quevedo, Mother Superior
Culebra Road, S. A. Tex.

21-24 5 6368

Crestholme Presbyterian Church
✓ Jack Ramsay, Jr.
1602 Goliad Road, S. A. Tex.

1 1 10947
21 15 7617

Dellview Baptist Church
✓ Truman Flowers, Pres. Bd. of Trs.
454 Beryl Drive, S. A. 10, Texas

Tr. B 45 10540

Discalced Carmelite Fathers
Very Rev. Fr. Felix De Prato,
O.C.D., Superior
✓ 906 Kentucky Ave., Station A,
Box 4128, S. A. Tex

1 thru 11,12,13 8 2052
16 thru 26 4 2072
21 thru 24 12 2070

Edgewood Baptist Church
✓ C. B. McCullough Pastor
1071 Kirk Pl., S. A. Tex.

S/H of 6 2 6776

El Divino Salvado Methodist Church
✓ Roberto Escamillo, Pastor
2105 Buena Vista at Cibolo
S. A. Tex.

10, 11, 12 2317

El Temple Cristiano (of Assmby of
God, Inc.)
✓ Josue San Chez - Conference Supt.
302 W. Harlan, S. A. 4, Tex

5 & 6 6 2429

Emmanuel Baptist Church
✓ Mrs. Dixon Gulley, Tr.,
1918 Virginia Blvd., S. A. Tex

3 1 3117

Faith Othodox Baptist Church
✓ Rev. Trinidad Montayo
2104 S. Navidad St., S. A. Tex.

13, 14, 15, 16 75 8046

✓ First Baptist Church of S. A.
Ralph E. Cadwallader, Attorney at Law
504-505 Nat'l Bank of Commerce Bldg.
S. A. Tex

227.8' of Alley
Red 14, Arb A-1
A-2 or Red 15 & 10,
11, 12, 13, 17
Pt. of Red 18 or
A-5 17 431
1, N 50' on 5th
St & 140' on Ave
A, Arb A-12 1761
1 on 5th St. & 140'
on Taylor
Arb A-13, 1 Arb A-14
& A-2 1761
7 1 3257

First Christian Church Cecil E. Hogue Chr'm Bd of Elders 201 Harriman Pl., S. A. Tex	1, - 4 11 & Pt of 10		3485 6278
First Church of Christ, Scientist Mrs. Daisy L. Tingle, Clerk 201 Cloverleaf Avenue, S.a. Tex	NE 66' of 8, 10 12	11	4370
First Ev. United Brethren Church R. R. Arnold, Treas. Nolan & Muncey, S. A. 2, Tex.	16	28	6660
First Mexican Fundamental Baptist Ch. Rev. Manuel C. Ortiz, B. Bl. Th. Mc. 1618 Durango Place, S. A. 7, Tex.	1 to 4 1, 2	9	6073 11262
First Unitarian Church Philip Schug, Minister 217 Pershing Avenue, S. A. Tex.	9, 10, 11, 12	6	3081
Friendship Baptist Church Rev. G. C. Coleman, Minister 835 Iowa St., S. A. Tex.	32, 33	114	1407
Gerald Avenue Baptist Church Herman J. Goff, Tr. 438 E. Hutchins, S. A. Tex.	520	A	7913
Government Hill Baptist Church S. C. Hubeuer, Pastor Mason & Pierce Sts., S. A. 8, Tex.	6 & 7	1	1265
Government Hill Church of Christ E. R. Simmons, Sr., P. O. Box 11356, Grayson Station S. A. Tex.	Tr. 60 x 187' Arb A-1	5	1273
Government Hill Ev. Lutheran Church Max F. Schlather, Pres. 1336 Greer Ave., S. A. Tex.	E 50' of 1 & 2	4	1279
Grace Church of the Nazarene Vivian Wotipka, Sec'y Treas. 614 Rigsby, S. A. Tex.	18, 19 Pt. of 1,2,3,4	16 35	1594 1633
Grace English Ev. Lutheran Church Milton Uhr, Pres. 504 Avenue E, S. A. Tex	2 & pt. of 4 Arb A-17 10 & Pt of 8, Arb. A-10 Pts. of 2 & 4, Arb. A-9, A-10	13 12	435 435 436
Grace Presbyterian Church W. J. O'Connell, Chrm Bd of Deacons 950 Donaldson, S. A. Tex.	1		9100
Greater Pleasant Union Baptist Church W. M. Fuller, Finance Secy Treas. 807 Dakota St., S. A. Tex.	A-45, E 60' of Red 6		A-45
Harlandale Baptist Church W. V. Walker, Tr. Route #5, Box 244, S. A. Tex	9--13, 14 & 18	1	7702
Highland Hills Baptist Church 530 Offer St., S. A. Tex.	11 thru 18	31	9640
Highland Hills Church of Christ Willis P. Terry, Tr. 303 Burkedale Blvd., S. A. 10, Tex.	All of	23	10142
Highland Park Baptist Church J. D. Lee, Chrm of Trs. 2000 S. Hackberry St., S. A. Tex.	1 & 2 & 3 3	55 104	3323 3372

✓ Highland Park Presbyterian Church 851 Hammon, S. A. Tex.	7	34	6666
Home Mission Board of the Southern Baptist Convention	5	9	439
✓ Curtis L. Johnston, Financial Secy 161 Spring St., Atlanta 3, Ga	10 1, 2, 13, 14	7 6	2327 2456
Hot Wells Assy of God Church ✓ J. A. Allard, Pastor 347 Hermitage Court, S. A. Tex.	21 thru 24	17	7619
Hot Wells Baptist Church ✓ Joseph E. MacNomee, Pastor 304 Montrose, S. A. Tex.	2, 3, 24	9	7634
International Church of the Four Square Gospel ✓ Rev. Elwood H. Jensen, Pastor 1406 S. St. Mary's St., S. A. Texas	7 & 8		2962
International Committee of Y.M.C.A. ✓ W. H. Burgess, Exec. Secy 422 N. Alamo S. A. Tex.	7, 9, 11 K & Pt. of 6		433 10749
Jefferson Church of Christ ✓ Jack Mack, Agent for the Elders 702 Donaldson Avenue, S. A. 1, Tex.	28 3	8	9074 12125
Jefferson Methodist Church of S. A. ✓ James E. Ferguson, Jr., Ex. Directr. 758 Donaldson Ave., S. A. Tex.	1 thru 7, 14 thru 18 24 18		9074 9101 11577
Latin American District Council in the USA of the Assemblies of God ✓ Rev. Juan Romero, Vice Pres., General 3016 Colonia St., S. A. Tex.	1, 2, 25, 26	5	2887
Laurel Heights Methodist Church Stanley Banks, Tr. ✓ P. O. Box 829, S. A. Tex.	3, 4, 1 & Pt of 2, 4 & Pt. of 5, 6 U pt. of 7, 12, 16 3 1 & Pt of 2	8 14 2 1	1703 1838 1859 3257
La Trinidad Methodist Church E. Escareno, Secy 306 San Fernando St., S. A. Tex.	20 & SW 16' of 19	2	743
Laurel Street Church of Christ Milton O'Neal Church Secy ✓ 1747 W. Laurel St., S. A. Tex.	E 26' of 16 & W 22' of 17	21	2084
Los Angeles Heights Methodist Church W. W. Few, Secy Bd. of Trs. 1338 Sacramento, S. A. Tex	1, 2, 3, 18, 19, 20	42	7149
Los Angeles Heights Assembly of God Church ✓ Rev. C. E. McNeely, Pastor 201 Sequoria Dr., S. A. 12, Tex.	1/2 of 8, 9, 10		7101
Los Angeles Heights Presbyterian Church Thomas W. Ward, Treasurer 231 Montpelier Dr., S. A. Tex.	10 6, 7	72 32	8808 8477
Lovera Blvd. Baptist Church Elmer F. Graham Pastor 333 Lovera Blvd., S. A. Tex	1 thru 6, 33 thru 38 24	6 4	7257 9117
McKinley Ave Methodist Church Loraine T. Brockman, Treasurer 2926 S. Presa, S. A. Tex.	6, 7, 8, 9, 88, 89	35	2990

Madison Square Presbyterian Church Samuel L. Terry, Pastor 319 Camden Street, S. A. Tex.	8, 9, 10, 11, 13, Pt. of 7 13 14 13 70	13 13 13 5 5	797 797 797 6696 9291
Manor Baptist Church G. S. Thorn, Treasurer 201 Meredith Dr., S. A. Tex.	5, Pt. of 4, Pt. of 6 7, Pt. of 6, Pt. of 8	14 14	7022 7022
Memorial Baptist Church J. W. Thompson, Stewart 185 Beethoven St., S. A. Tex.	Pt. of S 150' Pasadena Heights	55	7525
Messiah Lutheran Church of SA Charles A. Vermersch, Pres. 3110 Nogalitos St., S.A. Tex	1 thru 12		6932
Mexican Church of Christ C. J. Massey Treasurer 105 Haynes St., S. A. Tex	11 & 12	8	2371
Mt. Calvary Baptist Church Cosby Betts, Trustee 831 Poinsettia Street, S. A. Tex	26 & 27	4	6624
Mount Calvary Evangelical Lutheran Ch. H. T. Rosell, Member 120 Linda St., S. A. Tex	All of Block	19	9059
Mount Olive Evangelical Lutheran Ch. Pete V. Villazon, Vice Pres. 629 W. Martin St., S. A. Tex	19, 20, 21 12 to 17 18, 19 1 2	1 2 2 6 6	3037 3038 3038 3042 3042
Nazarene Church of S. A. District Hearne W. Spruce, Treasurer 227 Beatrice St., S. A. Tex.	28		6696
Northside Baptist Church Tallie Williams, Pastor 1407 West Ave., S. A. Tex	9, 10 11, 13 14, 15 7	43 43 43 26	8466 8466 8466 8483
Palm Heights Baptist Church Russell H. Ernst, Trustee 1106 Malone at Nogalitos St., S. A. Tex.	20, Pt. 21 9, 10 11, 12 13, 14	33 39 39 39	3436 3442 3442 3442
Palm Heights Church of Christ Van H. Arnold, Trustee 356 Jennings Ave., S. A. 4, Tex.	14 1 2	14 15 15	3419 3420 3420
Palm Heights Methodist Church Rev. James E. Mack, Pastor 211 N. Park Blvd. S. A. Tex	26 - 30 27	31 16	6274 6259
South Texas Peacock Military Academy Wesley Peacock, Jr., President 2811 W. Ashby, S. A. Texas	3, 4, 5 1 - 12 1 - 12 1 - 12 15 and E 28 66 of 14 N 40' of Red 42 & Red 43 1 - 12 1 - 12 4	46 18 22 37	1984 2004 2005 2006 2007 2010 2011 2012 2032
Pilgrim Rest Baptist Church Rev. C. F. M. Jones, Pastor 3403 Dakota, S. A. Tex.	30 29	6 6	10683 10683
Prospect Hill Baptist Church Mrs. F. A. Bitner, Treasurer 1601 Buena Vista at San Jacinto S. A. Tex.	9, 10, 11, 12		2312
Protestant Children's Home Mrs. G. Archie Helland, Pres. 3031 W. Woodlawn Ave., S. A. Tex.	All of Block		8349

Pruitt Ave. Baptist Church Royal G. Fox, Trustee 543 Pruitt Ave. S. A. Tex	37, 38, 39, 40 12, 13	28 1	3511 3870
Redeemer Lutheran Church John H. Dallman, Pres. 2507 Fredericksburg Road S. A. Tex.	5 18 20 21 - 23	17 17 17 17	6707 6707 6707 6707
Redemptorist Fathers Very Rev. Joseph A. Hasler, C.Ss.R. 2101 Nebraska St., S. A. Tex.	1 to 12 7 to 10 & W 17 5' of 11	5 6	1523 1522
Riverside Park Baptist Church W. W. Rollins, Chrm Bd. of Trs. 3600 S. Presa St., S. A. Tex.	12 1, 2, 3, 4, 9, 10 39, 40	1 1	6500 3065 6488
Rose of Sharon Baptist Church S. V. Connor, Trustee 1502 E. Crockett St., S. A. Tex.	12-13		6207
St. Agnes Church Rev. Joseph Gysbers 813 Ruiz Street, S. A. Tex.	9, 10, 19, 20 Pt. 22	3	2178
St. John's Ev. Lutheran Church Rev. John E. Meyer, Pastor 302 E. Nueva St., S. A. 3, Tex.	Pt. of Cir 10 Pt. of Cir 11 Cir 19, 20, 21, Pts of Cir 12-18 21, 22, 23 18	27 7	155 155 155 3821 6698
St. Luke's United Evh Lutheran Church Lylè B. Lawson, Treasurer 257 Greenlawn Dr., S. A. Tex.	1 to 5 incl., 45' of 6 51	13 15	7280 9218
St. Mark's Episcopal Church Rev. H. C. Gosnell, D.D. 315 E. Pecan Street	4, 5, 6 & E 48' of 3	11	413
Catholic Archbishop of S. A. St. Mary's Cemetery (Francis Duffy, OMI Pastor of St. Marys Church) 202 N. St. Mary's St., S. A. Tex St. Mary's Catholic Church	1, Tract Cir 18 22 acs 3, 4, & N. 109 8' of 1, 2, W Pt. of 5	22	A-54 405
St. Mary's Hall J. M. Bennett, Treasurer 117 E. French Pl., S. A. Tex.	19 to 21 A-1, A-2, A-3 N 54' of A-4 S 247.87' of A-4		1722 1723 1723 1723
St. Mary's Parochial School Francis Duffy, OMI Pastor of Church 202 N. St. Mary's Street S. A. 5, Tex	S 53' of Cir 5, Arb A-8		404
St. Marys University Bro. Gerald J. Schnepf, S.M. Bus. Mgr. S. A. 1, Tex	A-15 50 acres		20
St. Paul's Ev. Lutheran Church L. D. Maltzberger, Pres. 106 Roseborough St., S. A. Tex	8, 9 & E 110' of 7 4, 5 3, & E 25' of 2	4 5 8	1674 1675 6641

Start here

The Salvation Army
 Lt. Ralph G. Morrell, C.O.
 P. O. Box 991, S. A. 6, Tex.

A-34 & N Pt. of A-35		A-49
5 and W 124.1' of 4 Arb.		168
B-4		
Pt. of A-4 & Tri Pt of 3,		541
& pt. of 2		608
17, 18	12	616
6, 7	1	616
8, 9	1	1705
18	16	7358
12	12	

San Antonio Academy
 Col. W. T. Bondurant
 1935 N. Flores, S. A. Tex

E 430' of 55' of 1 & 2	5	1922
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S. A. Tex. Congregation of
 Jehova's Wts.
 R. H. McElvy, Jr., Minister
 215 E. Franciscan, S. A. Tex.

9, 10	6	2905
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Sanford Chapel Methodist Church
 Boyd Tollerson, Chrm of Tr. Bd.
 1508 N. Navidad St., S. A. Tex.

23		2096
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The Sarah Roberts French Home
 Rebecca Patton, Pres.
 1315 Texas Avenue, S. A. 1, Tex.

A-1	21	2028
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Second Baptist Church
 Dr. C. A. Whittier, Chrm Bd of Trs.
 928 E. Crockett St.,
 S. A. Tex.

3 & 31' of 2, Arb. B-2		168
2		1373

Second Church of Christ, Scientist
 Mrs. Leah H. Bird, Clerk
 806 Belknap Pl, S. A. Tex.

1, 2, 3,	10	1835
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Southern Christian College
 Thomas L. Cummings. Pres.
 314 S. Park Blvd., S. A. 4, Tex

4, 5, 6, & W 25' of 3	35	6278
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South Flores St., Ch. of Christ
 V. W. Vaughan, Elder & Treasurer
 204 Drake Avenue, S. A. Tex.

26	9	3414
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South S. A. Baptist Church
 J. R. Ferguson Pastor
 483 Dwight Ave, S. A. Tex.

E one third of 15	6	8732
E 213' of 16	6	8732
W one third of 16	6	8732
E 100' of 17 & N.110' of		
W 50' of 17	6	8732
W 100' of 18	6	8732
2	5	8901

South Side Christian Church
 H. L. Scruggs, Chrm of Bd.
 225 Highland Blvd., S. A. Tex

1, 2, 3,	1	3142
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So. W. Tex. Conf. of the Methodist Ch.
 Horace M. King, Exec. Secy
 535 Bandera Road, S. A. 1, Tex.

Red 16	39	1932
Pt. of 4, Pt of 5	7	6698
Pt. of 6, Pt. of 7	19	8334

Spanish S. A. Cong. of Jehovah's Wtn
 Margarito G. Gonzales, Minister
 321 N. W. 21st St., S. A. Tex.

7	66	3664
14, 15	3	6113

Stonewall Baptist Church
 R. B. Dansby Tr.
 415 Stonewall, S. A. Tex.

49		7896
50		7896
51		7896

Sunset Ridge Church of Christ
 J. B. Etherridge Trustee
 291 Emporia, S. A. Tex.

8699

Tex. Conf. of Seventh-Day Adventists Ralph C. Puschel, Assoc. Pastor 703 W. Ashby Place, S. A. Tex.	7 15, 16 8 9, 10 17, 18, 19, 20	2 8 2 2 41	2364 1891 2364 2364 3444
Tried Stone Baptist Church Rev. Clifton C. Brown 1639 Dawson St., S. A. Tex.	20 & Pt. of 19	8	1365
Trinity Un. Bd. of Trustees Derwood S. Hawthorne, Asst. Secy 715 Stadium Drive, S. A. Tex.	Es. of Bushnell Ave. & S. end of Dial Ave NE Qtr Tr. 12, 14 Ac. Red B SE Qtr of 1 Tr. (12.05 acs) Red D S Irr 145 4' of 8 2 19 & S 55' of 20, 21, 22 N 100' of 20, 21, 22 1, 2, 11, 12 & pts of 3, 4, 5, 6, 10 or Tr. B 7, 8, & 13 Hill Top Crt. Pt. of 4, 5, 6, 9 & 10,	12 12 12	A-52 A-53 A-53 3093 3096 3096 3096 7015 7015
Trs. Highland Hills Philadelphia Ch. Mrs. S. E. Mooney, Sec. Tr. 1001 Hot Wells Blvd, S. A. Tex.	Pt of 4	8	10943
United Christian Missionary Society Francis W. Payne, Tr. 222 South Downey Ave., Indianapolis Ind.	41, 42, 43, 44 1, to 4, & 2a, 22 6 13, 14	B 3 1 39	2436 2459 2351 3638
Woodlawn Hills Baptist Church M. I. Loyd, Treasurer 707 Overhills, S. A. Tex.	145 thru 148		11418
Young Men's Christian Association T. H. Browne, Gen. Secy 301 E. Martin St., S. A. Tex.	1, 2 & W 1' of 3 6 & Pt of 7 203, 204 & Pt. of 205	5 H	412 1386 8399
Zion Evangelical Lutheran Church Daniel H. Johnson, Pres. 431 Mariposa Dr., S. A. Tex.	E irr. 164.8' of 3 4, 5, 6	6 6	6293 6293
Zion Star Baptist Church Rev. James M. Jordan, Pastor 830 Virginia Blvd., S. A. Tex	9, 10	1	6087
University Park Baptist Church L. B. McAnally, Tr. 2308 Cincinnati Ave., S. A. Tex.	13, 14, 15	13	9213
University Presbyterian Church In the U.S.A. at S. A. Tex. Walter Loughridge Chrm. Bd of Trs 37th Judicial District of Texas San Antonio 5, Texas	Pts. of 22, 23		A-52
West Ave. Church of Christ C. P. Jones, Treasurer 106 Sherwood Dr., S. A. 1, Texas	Pt of 28-A, 29-A	2	8417
West End Baptist Church Robert E. Brown, Jr., Chrm Bd. of Trs. 706 Kentucky Ave., S. A. Tex.	5, 6, 7	2	2074
Westminister Presbyterian Church Mrs. Charles L. Bailey, Ch. Secy 1443 S. St. Mary's Street S. A. Tex.	20, 21, 22	1	2912
West Side Progressive Club Mrs. O. Carrie Speaker, Director 1615 N. Elmendorf St., S. A. Tex.	12, 13	6	6045

Woodlawn Methodist Church J. R. Hilliard, Pastor 1819 W. Woodlawn, S. A. Tex.	5	3	1965
Most Rev. Robert E. Lucey Archbishop of San Antonio Sec Rev. Clarence A. Leopold 230 Dwyer Avenue	(Holy Rosary) 10	24	9244
	NE Irr 154' X 298' of Cir 2 1 ac Tr of H		6075
	1, 2	13	2951
	7, 8, Red 11 - 12	6	2397
	6		7355
(St. Paul's Rectory)	17, 18	21	8098
(St. Paul's Convent)	All of Block		7356
(St. Paul's School)	7, 8, W 50' of 9	2	3258
(Archbishop's Residence)	All of Block		8336
(Assumption Seminary)	1, 2, 3, 28, 29, 30	10	8341
" " "	All of Block		8343
(Chancery Office)	W Irr Pts. of 4, 5		0174
(Christ the King Parish)	7 - 12, 23, 32	2	6365
(Guadalupe Co. Center & Parish)	12	5	2368
	14 - 19, 26 - 30 Pts 13, 20, 25 & 31	C	2418
	1 & 2, 19, 20, N/2 of 3	2	2920
(Mission Conception)	6 Acs S/H		A-20
(Espada Mission)	N Irr 136.34' of A-31 Tr 77 & Hlf of 76-17.571 Acs	1	3975
			11173
(San Juan Cap. Mission)	Tr. 3, 7.5 Acs		10933
(San Juan de los Lagos Ch.)	S 174' of A-8	OCL 178	A-34
(Our Lady of Fatima Chapel)	W 104.5' of 10	16	0521
(Our Lady of Grace Parish)	1 - 3		6882
(Our Lady of Peace Church)	1 - 16	9	1206
(St. Agnes Parish)	18, 21, 23 & S 75' of 22	3	2178
	12, 13 E 26' of 11	1	2185
	33, 34		2204
(St. Alphonsus Parish)	1 - 6	5	2474
	1 - 22	B	2475
(St. Ann's Parish)	7 & 8	7	1995
	K	10	2021
(St. Augusta's Parish)	17-25 & W 72.5' of 26 & 27		
	W 72.5' of 28 - 35	1	8226
	26, 33	2	8227
(St. Cecillia's Parish)	1, 3, 4, 5, 7 - 19	6 L	2982 2982
(St. John's Berchman's)	5-8, 11-15, 17-22, 3-36, 45 & W 12.4' of 9 & 37.5' of 10	H	6803
(St. Henry's Parish)	A1, A2, A3, A5, & NE Tr. Pt. of A4		A0013
(St. James Parish)	102, 103, 104, E 273.5' of W 348.5' of Tr. A3, 1.99 Acs Arb C3, W 72' of S 90' of 1 or A3 Arb D3	17	3460
	W 75' of N. 228.6' of 1 Tr A3, Arb D3,		A-22 A-22 A-22
(St. John's Seminary)	1-4, 6-10, 17-28, S strip end of A-31 Tr.	1	3975
	A29, A30 S Irr Pt. of A31 alley exc between Lots 5, 10, 11	1	3975
(St. Josephs Church)	Cir 3 or A7 and A8, Arb A7, A8, Ar		0151
	Arb 67, Arb A 867		0151
	N 337.9' of E 150' of 7A	8	8736
	N 337.9' of W 104.4' of 7A	8	8736

(St. Leo's Parish)	S Irr 205.39' of N 269' of E 240' of A13 219' of A15, S 108.8' of E Irr 238.5' of A15 W Pt. of 1 Tr. A4, S 174' of A8 OCL 179		23 23 23 24 34 6563 6720
W		B2	
(St. Madaleine Sophie Church)	1	1	3855
(St. Maria Goretti)	Pt of 21		8240
(St. Mary Magdalen Parish)	11 - 18 2-8 11	115 97 116	8825 8847 8812
(St. Margaret Mary Parish)	1 & 2 175' of W 353.91' of S 200' of N 215' of 1 or B E Irr 85' of W 438.91' of S 335' of N 350' of 1 or C	13	2951 6075 6075
(St. Margaret Mary Parish)	W 260' of E 690.57' of S 335' of N 350' of 1 or D S 175' of E 361' of 1 or G & W 69.57' of E 430.57' of S 175' of 1 or E -- 69.57' of S 175' of D NE Irr 1tr' x 298' of Cir 2. 1 acs Tr R or H		6075 6075 6075
(St. Michael's Parish)	13, 14, 15, 16		697
(St. Patrick's Parish)	5, 6 W 26.5' of N 124.65' of 7 & E 28.5' of N 92. 15' of 7 S 58.5' of 8 & S 58.5' of E 28.5' of 7 S 26' of W 26.5' of 7 13, 14, 15 & W. 168' of 9 & W 176' of 10 E 24' of 10 & W 81' of 12 11 & E 167' of 12	K 5 5 5 5 5	1278 1278 1278 1278 1278 1278
(St. Peters Claver Parish)	11 to 14 & 9' of 15 & 9		543
(St. Phillip's Parish)	5, 6, 8, 9, 10 8	5 A	2935 3559
(St. Timothy's Parish)	E 47' of S 224.2' of 14 15, 16 exc S 180' of E 100' of 16	24 24	3687 3687
(San Fernando Cathedral)	W 82' of E Irr 116' of 134.1' of Cir 5 or Red 4 Cir 1 thru 4 & N 35' of Cir 7 16, 17 & S. 23.6' of 15		765 765 135 135 178
(San Fernando Cemetery)	All exc W tri. 31.5'	2	8104
(San Jose Mission)	-- 23, 24		7664 7658
(Santa Catarina Church)	1, 2 24, 25	19 18	3194 3193
(St. John's)	1 thru 30	3	7291
(Our Lady of the Angels)	7 thru 16 and 19	13	8970

PASSED AND APPROVED this 26th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,124

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, as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted in Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, and 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 reason as listed herein, the City Attorney is authorized hereby to take legal action for collection of taxes in all instances where the same is necessary.

Name, Code No., Description of Prop & Reason	Amount of Taxes To be Collected
<p>OWNER - A and A Glass Company PROPERTY DESCRIPTION - Personal Property, Account No. 9344-1050 and 4014 TAX YEARS - 1955 and 1956 REASON - Mr. E. J. Koppa was not in business at the above named concern on June 1, 1955. It is recommended by the Tax Attorney that the 1955 and 1956 personal property assessments be deleted from the delinquent roll.</p>	None
<p>OWNER - Ablingers Sales Company PROPERTY DESCRIPTION - Personal Property, Account No. 4326 TAX YEAR - 1954 REASON - Mr. Frank R. Ablinger, former owner of the above 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.</p>	None
<p>OWNER - Almedia Beauty Salon PROPERTY DESCRIPTION - Personal Property Account No. 4388 TAX YEARS - 1952 and 1953 REASON - Mrs. Frankie Davis, former owner of the personal property involved, is no longer residing in San Antonio, and it is recommended by the Tax Attorney that the 1952 and 1953 assessments totaling \$31.54 be deleted from the delinquent roll.</p>	None
<p>OWNER - Amaró's Beauty Shop PROPERTY DESCRIPTION - Personal Property Account No. 4413-5000 TAX YEAR - 1953 REASON - We were unable to obtain service of citation on the former owner of the above described business and her present whereabouts is unknown. It is recommended that the delinquent personal property taxes for 1953 be deleted from the delinquent roll.</p>	None
<p>OWNER - American Trust Corporation PROPERTY DESCRIPTION - Personal Property Account No. 4469-2100 TAX YEAR - 1955 REASON - The above concern is no longer in business and it is recommended by the Tax Attorney that the personal property tax assessment for the above year in the amount of \$14.18 be removed from the delinquent tax roll as it is deemed to be uncollectible.</p>	None
<p>OWNER - Anchor Inn PROPERTY DESCRIPTION - Personal Property Account No. 4476 TAX YEARS 1952 and 1953 REASON - We are unable to locate the former owner of subject property in order to service citation and the Tax Attorney recommends removal of the 1952, 1953 assessments from the delinquent roll.</p>	None

OWNER - E. Ancira
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4475-3000
 TAX YEARS - 1954 and 1955
 REASON - It is recommended by the Tax Attorney that the 1954 and 1955 assessments pertaining to the above personal property be deleted from the delinquent roll as they have been paid.

None

OWNER - Anderson and Carbee
 PROPERTY DESCRIPTION - Personal Property,
 Account No. 4478
 TAX YEARS - 1952 and 1953
 REASON - The whereabouts of the above named persons is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for 1952 and 1953 in the sum of \$2.59 be removed from the delinquent roll.

None

OWNER - Aztec Club
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4692
 TAX YEARS - 1952, 1953, 1954, 1955 and 1956
 REASON - The above named tavern has changed hands four times within two years. We have been unable to locate the former owners. It is recommended by the Tax Attorney that the personal property taxes involved be removed from the rolls as they are deemed to be uncollectible.

None

OWNER - Paul W. and Margaret Beam
 PROPERTY DESCRIPTION - Lot 60, Blk. 19,
 NCB 10998, Account No. 144-2459
 TAX YEAR - 1957
 REASON - Improvements of \$6020 to be supplemented account of being omitted from the regular roll. The 1958 assessment has been corrected.

192.04

OWNER - Betty and Mac's Bar and Grill
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4999
 TAX YEARS - 1952 and 1953
 REASON - Mr. Walter H. McKinley, former owner of the personal property involved has moved from the City of San Antonio and it is recommended by the Tax Attorney that the 1952 and 1953 assessments be deleted from the delinquent roll.

None

OWNER - Best Washing Machine Company
 PROPERTY DESCRIPTION - Personal Property,
 Account No. 4987 - 1000
 TAX YEAR - 1954
 REASON - The above named concern was not in operation on June 1, 1954, and the personal property assessment pertaining to that year in the amount of \$3.15 should be deleted from the delinquent roll.

None

OWNER - BEXAR COUNTY
 PROPERTY DESCRIPTION - Lot 6, Blk. 53, NCB 472
 TAX YEAR - 1957
 REASON - This property is owned by Bexar County and not subject to taxation. Taxes for 1957 should be deleted from the roll.

None

OWNER - Blackie's Cafe
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5066
 TAX YEAR - 1953
 REASON - The above named concern was not in operation on June 1, 1953, and the personal property assessment pertaining to that year in the amount of \$14.99 should be deleted from the delinquent roll.

None

OWNER - Kenneth C. Blich
 PROPERTY DESCRIPTION - Lot 11-A (1.33 Ac.)
 Blk. 3, NCB 11714, Code No. 5000
 TAX YEAR - 1953 RA
 REASON - This is a double assessment according to the information from the records section by Mr. Wiley, therefore, same should be cancelled from the roll.

None

OWNER - K. C. Blich
 PROPERTY DESCRIPTION - N. Irr. Pt. of 11-B
 NCB 11714, Code No. 5000
 TAX YEAR - 1954
 REASON - This is a double assessment according to the information from records section by Mr. Wiley, therefore same should be cancelled from the delinquent tax roll.

None

OWNER - Blue Star Club
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5126
 TAX YEAR - 1952
 REASON - The whereabouts of the former owner of the above named business is unknown and it is recommended that the personal property tax assessment for the year 1952 be removed from the delinquent tax roll. None

OWNER - Brothers Cafe
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5332
 TAX YEAR - 1957
 REASON - The above concern was not in business on June 1, 1957, and taxes erroneously assessed for that year should be removed from the roll. None

OWNER - Andrews Burri Seed Company
 PROPERTY DESCRIPTION - Personal Property
 Acct. No. 4491
 TAX YEARS - 1953 and 1954
 REASON - The above concern was an out of State Corporation that is no longer in business. The Tax Attorney recommends cancellation of the 1953, 1954 taxes in the amount of \$30.60 as the same are deemed uncollectible. None

OWNER - Butane Sales
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5500-5000
 TAX YEAR - 1955
 REASON - The above concern is no longer in business and we have been unable to ascertain or locate the former owner thereof. It is recommended by the Tax Attorney that the delinquent 1955 personal property in the amount of \$30.38 be deleted from the roll. None

OWNER - B. C. Radio Service
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4702
 TAX YEARS - 1952, 1953, 1954, 1955, 1956 and 1957.
 REASON - Mr. A. A. Casillas, former owner of the above 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. None

OWNER - William D. Bacon
 PROPERTY DESCRIPTION - Personal Property,
 Account No. 4727
 TAX YEAR - 1954
 REASON - Mr. William D. Bacon was not in business on June 1, 1954, He is now residing in Boston, Massachusetts and it is recommended by the Tax Attorney that the 1954 assessment in the amount of \$14.38 be deleted from the delinquent tax roll. None

OWNER - Barrett Food Market
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4796 - 1500
 TAX YEARS - 1954 and 1955
 REASON - The former owner of the above named concern has moved from the City of San Antonio and it is recommended by the Tax Attorney that the personal property tax assessments for the 1954 and 1955 years be removed from the delinquent tax roll as they are deemed to be uncollectible. None

OWNER - Bassett's Fine Food
 PROPERTY DESCRIPTION - Personal Property
 Account No. 4828-5000
 TAX YEAR - 1955
 REASON - We were unable to obtain service of citation on this party who has moved out of the City of San Antonio. The tax attorney recommends that the 1955 assessment be deleted from the delinquent roll. None

OWNER - C. and H. Cleaners
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5532-1000
 TAX YEARS - 1954 and 1955
 REASON - We were unable to obtain service of citation on the former owner of the above described business and his present whereabouts are unknown. It is recommended that the delinquent personal property taxes for 1954 and 1955 be deleted from the delinquent roll. None

OWNER - C and P Cafe
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5534-5000
 TAX YEAR - 1953
 REASON - Emelia R. Lobo, former owner of the above named concern is now deceased leaving no known assets and it is recommended that the personal property assessment involved in the sum of \$21.11 be deleted from the delinquent tax roll. None

OWNER - Ina Camrud
 PROPERTY DESCRIPTION - W. 52.9 ft. of 2 & N. 181.1 of W. 53.8 ft. of 4, Blk. 5, NCB 371, Code 6-2784-2-1
 TAX YEAR - 1957
 REASON - This property was separated for 1957 and in error the wrong improvements were charged to the above property, therefore, it is recommended that same be removed for 1957. The 1958 assessment has been corrected to read as follows: Land 840; improvements 2810; total 3650. The improvement value has been correctly charged to the E. 116 ft. of 2 and 4 Exc. N. 18.1 ft. of W. 53.8 ft., Blk. 5, NCB 371 for 1957. 116.44

OWNER - Career Girl Beauty Shop
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5658
 TAX YEARS - 1952 and 1956
 REASON - We are unable to locate the former owner of the above business for the purpose of serving citation. It is recommended by the Tax Attorney that the personal property taxes involved in the amount of \$40.45 be removed from the rolls. None

OWNER - Mrs. Sofia C. Centeno
 PROPERTY DESCRIPTION - Lot 9, NCB 6322, Code 1800
 TAX YEAR - 1954
 REASON - The City and School Taxes on this property were paid at Sub-station No. A5 on June 18, 1955, but in error was not posted to the roll, therefore, it is recommended that same be cancelled from the roll for 1954.

OWNER - Robert Cervantes
 PROPERTY DESCRIPTION - Lot 10, NCB 7463, Code 4000
 TAX YEAR - 1948
 REASON - This property was separated and same was paid in August, 1949, and is a double assessment to Separation Receipt No. 4069 according to the information received from records by Mr. Wiley. It is recommended that same be cancelled from the delinquent tax records. The amount involved is \$1.70. None

OWNER - Al Chauvin Service Station
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5874-5000
 TAX YEARS - 1955 and 1956
 REASON - We were unable to obtain service of citation on the former owner of the above described business and his present whereabouts is unknown. It is recommended that the delinquent personal property taxes for 1955 and 1956 be deleted from the delinquent roll. None

OWNER - Chicken Reel
 PROPERTY DESCRIPTION - Personal Property
 Account No. 5898-5000
 TAX YEAR - 1953
 REASON - The above named concern was not in operation on June 1, 1953, and the personal property assessment pertaining to that year in the amount of \$45.90 should be deleted from the delinquent roll. None

OWNER - City of San Antonio
 TAX YEAR - 1957
 The following described properties were acquired by the City of San Antonio for the purpose of securing right-of-way in connection with the Expressway Program. A pro rata share of the 1957 taxes is to be paid by the former owners and the balance is to be cancelled from the roll as indicated:

E 16.5 ft. of Tri. 26.9 ft. of W. 156.11 ft. of N. 167.5 ft. of 32, Blk. 3, NCB A-28, Account No. 3-478-2-2 3.97

E. Irr. 45.3 ft. of S. Irr. 98.24 ft. of 1 Arb. A6, NCB 146, Account No. 3-1506 None

Lots 1, 2, and N. 1/2 of 3, Arb. A-1, NCB 491, Account No. 9-1089 None

Lots 4, 5, and S. 1/2 of 3, NCB 491, Account No. 9-1090	None
Lot 6, NCB 491, Account No. 9-1092	None
E. 26 ft. of 7, NCB 491, Account No. 9-1093	None
Arb. A-19 Pt. A8, NCB 491, Account No. 9-1120	None
Lots 10 and 11, NCB 491 Account No. 9-1096	None
N. 60 ft. of S. 125 ft. of 11 and N. 60 ft. of S. 125 ft. of W. 27.8 ft. of 12, Arb. Part A11, NCB 491, Account No. 9-1112	None
S. 125 ft. of E. 55.6 ft. of 12, Arb A12, NCB 491, Account No. 9-1121	None
Lot 13, Arb. A-4, NCB 491, Account No. 9-1115	None
W. 76 ft. of 2, 3 and 4 S. of Ord St. Arb. Pt. of 14, NCB 491, Account No. 9-1100	None
S 123 ft. of E. 73.16 ft. of 19, Arb. A7, NCB 491, Account No. 9-1102	None
Lot 3, Arb. A5, Blk. 4, NCB 492, Account No. 9-1130	None
Lot 5, Arb. A-18, NCB 492, Account No. 9-1142	None
E. 42.76 ft. of N. 90.27 ft. of 39, or A-24, Arb. A-24, Blk. 4, NCB 492, Account No. 9-1151	None
E. Irr. 42 ft. of S. 90.54 ft. of 40, Arb. A26, Blk. 4, NCB 492, Account No. 9-1155	None
Lot 7, NCB 496, Account No. 9-1250	None
Lots 8 and 9, NCB 496, Account No. 9-1252	None
W. 33.3 ft. of D, Blk. 33, NCB 542, Account No. 9-1838	88.25
Red 3, Blk. 33, NCB 542, Account No. 9-1831	None
Lots 58 and 59, NCB 984, Account No. 15-2173	7.60
Lot 14, Blk. 6, NCB 1180, Account No. 18-1461	None
Lot 16, Blk. 6, NCB 1180, Account No. 18-1463	None
Lot 7, Blk. 9, NCB 1182, Account No. 18-1478	None
Lot 5, Blk. 8, NCB 1183, Account No. 18-1488	None
Lot 1, Blk. 11, NCB 1186, Account No. 18-1511	1.48
Lot 6, Blk. 7, NCB 1188, Account No. 18-1529	None
Lot 6, Blk. 8, NCB 1189, Account No. 18-1546	None
Lot 4, Blk. 2, NCB 1192, Account No. 18-1564	None
Lot 6, Blk. 2, NCB 1192, Account No. 18-1566	None
Lot 11, Blk. 2, NCB 1192, Account No. 18-1570	None
Lot 12, Blk. 2, NCB 1192, Account No. 18-1571	None
Lot 13, Blk. 2, NCB 1192, Account No. 18-1572	None
Lot 14, Blk. 2, NCB 1192, Account No. 18-1573	None
Lot 4, Blk. 6, NCB 1194, Account No. 18-1586	16.28
W. 125 ft. of 3, Blk. 1, NCB 1280, Account No. 21-687	None
S. 107.7 ft. of 16, Blk. 2, NCB 1281, Account No. 21-722	None
Lot 10, Blk. 3, NCB 1282, Account No. 21-732	none
1 Tract Form R R R/W, Blk. 12, NCB 1286, Account No. 21-801	None
Lots 14 and 15, Blk. 9, NCB 1287, Account No. 21-812	None
Lot 2, Blk. 10, NCB 1288, Account No. 21-817	None
Lots 31 and 32, Blk. 56, NCB 1651, Account No. 27-1073	None

N. 13 ft. of 11, NCB 2773 Account No. 42-1790-2-2	10.50
Pts of 97 and 98, Blk. 2, NCB 2977, Account No. 45,3204	1.83
W. Irr. 38.5 ft. of 13, Blk. 4, NCB 3055, Account No. 48-878	.39
E. 18 ft. of N. 50 ft. of W. 30 ft. of Lot 26 or A, Blk. 4, NCB 3084, Account No. 48-1561	2.00
Pt. of Lot 1, Blk. 6, NCB 3138, Account No. 48-2756	5.36
Lot 4, Blk. 8, NCB 3140, Account No. 48-2800	None
Lot 26, Blk. 2, NCB 3207, Account No. 51-190	9.05
Lot 24, Blk. 91, NCB 3248, Account No. 51-769	.15
Lot 20, Blk. 84, NCB 3255, Account No. 51-924	None
S. 13 ft. of 1, Blk. 6, NCB 3933, Account No. 60-2323	5.00
S. 13 ft. of 2 Blk. 6, NCB 3933, Account No. 60-2324	4.00
N. 83 ft. of S. 96 ft. of 5, NCB 3933, Account No. 60-2329-2-2	5.00
Lots 12 to 15, Blk. 36, NCB 6457, Account No. 69-1137	None
E. 16 ft. of W. 50 ft. of 10, Blk. 9, NCB 6508, Account No. 69-2202-2-2	1.44
E. 16 ft. of 10 and E. 16 ft. of 20, Blk. 11, NCB 6510, Account No. 69-2245	3.36
W. Irr. 34 ft. of 10, Blk. 12, NCB 6511, Account No. 69-2267	1.68
Lots 19 and 20, Blk. 98, NCB 7090, Account No. 78-1244	None
Lot 1, Blk. 91, NCB 7091, Account No. 78-1245	None
Lots 2, 3 and 4, Blk. 91, NCB 7091, Account No. 78-1245	None
Lots 8, Blk. 91, NCB 7091, Account No. 78-1250	7.35
Lot 6, Blk. 76, NCB 7092, Account No. 78-1266	.50
Lot 10, Blk. 76, NCB 7092, Account No. 78-1270	8.57
Lot 2, Blk. 77, NCB 7109, Account No. 78-1570	None
Lot 19, Blk. 77, NCB 7109, Account No. 78-1587	None
Lot 20, Blk. 77, NCB 7109, Account No. 78-1588	None
Lot 13, Blk. 67, NCB 7146, Account No. 78-2197	None
Lots 14, 15, 16, 17, 18 and 19, Blk. 67, NCB 7146, Account No. 78-2198	None
Lot 20, Blk. 67, NCB 7146, Account No. 78-2204	None
Lot 1, Blk. 56, NCB 7147, Account No. 78-2205	None
Lot 2, Blk. 56, NCB 7147, Account No. 78-2206	None
Lot 13, Blk. 56, NCB 7147, Account No. 78-2217	13.67
Lot 4, Blk. 45, NCB 7148, Account No. 78-2228	None
Lot 16, Blk. 45, NCB 7148, Account No. 78-2240	None
E. Irr. 18.39 ft. of S. 50 ft. of 19, NCB 7595, Account No. 84-3951-2-2	2.80

W. 140 ft. of 3, Blk. 4, NCB7602, Account No. 87-17-2-1	.92
E. Irr. 5 ft. of 250, NCB 7846, Account No. 527-833-2-2	21.01
N. 1/2 of 203, NCB 7847, Account No. 527-855	.68
Lots 7, 8, 9, 10, 69 and 70 Blk. 1, NCB 7854, Account Nos. 527-1261, 527-1262, 527-1293	5.05
W. 15 ft. of S. Tri. 108.09 ft. of 155, NCB 7859, Acct. No. 527-1437-2-2	2.06
W. Irr. 51 ft. of 61, NCB 7895, Account No. 527-2322	1.62
E. 31.53 ft. of S. 195.27 ft. of 79 and W. 55 ft. of S. 195.27 ft. of 80, NCB 7895, Account No. 527-2351	None
Lot 28, NCB 7896, Account No. 527-2418	3.20
N. W. Tri. 9 ft. of 29 and 30 Exc S. E. Tri 81.99 NCB 7896, Account No. 527-2421-2-2	18.00
W. 80 ft. of 505 and 507 and W. 80 of 517, Blk. 9, NCB 7914, Account Nos. 527-3070 and 527-3085	4.00
S. 10 ft. of Lots 28, 29 and 30, NCB 7917 Account No. 527-3145-2-2	2.00
S. 10 ft. of 33 and S. 10 ft. of E. 11 ft. of 32 and S. 10 ft. of W. 8 ft. of 34, NCB 7917, Account No. 527-3150-5-1	2.00
Lots 13, 14 and 15, Blk. 60, NCB 7990, Account No. 527-4609	12.50
Lots 1 and 2, Blk. 65, NCB 8047, Account No. 530-628	.30
E. 10 ft. of Lot 17, NCB 8615, Account No. 105-439	1.04
Lot 11, Blk. 4, NCB 8675, Account No. 542-1966	21.89
Lot 306, NCB 8728 and Lot 437, NCB 8735, Account Nos 542-2608 and 542-2875	5.25
Lot 5, Blk. 140, NCB 8815, Account No. 108-271	None
Lot 11, Blk. 140, NCB 8815, Account No. 108-277	None
Lot 15, Blk. 158, NCB 8816 Account No. 108-300	40.86
Lot 4, Blk. 141, NCB 8822, Account No. 108-402	10.37
Lot 18, Blk. 138, NCB 8823, Account No. 108-435	None
Lot 12, Blk. 97, NCB 8847, Account No. 108-866-2-2	1.55
E. Irr. 5 ft. of 19, Blk. 48, NCB 8954, Account No. 548-1060-2-2	5.96
E. 50 ft. of S. 100 ft. of E. 37.5 ft. of 531 or W. 37.5 ft. of 0, Blk. 73, NCB 9337, Account No. 554-1486	1.20
W. Irr. 103 ft. of 9 and N. Irr. 106.8 of E. 64 of 10, NCB 9483, Account Nos. 557-2013 and 557-2014	5.58
N. Irr. 122.71 ft. of S. 229.36 ft. of 76, NCB 9483, Account No. 557-2137	7.32
N. Irr. 167.77 ft. of 785 and 787 Exc. S. 197 ft. of W. Irr. 83 ft. NCB 9484, Account Nos. 557-2329 and 557-2333-2-1	6.69
S. 41.61 Acres of E, NCB 10126, Account No. 129-2197	5.00
Pt. of 21, Blk. 4, NCB 10277, Account No. 132-1860	2.00

Lot 17, Blk. 8, NCB 10299
Account No. 132-2290 .80

Lot 19, Blk. 8, NCB 10299,
Account No. 132-2292 7.10

Lot 23, Blk. 8, NCB 10299, Account No. 132-2296 .50

E. 371.9 ft. of Blk. 59, NCB 11094,
Account No. 581-3277 1.50

Lots 20, 21 and 22, Blk. 5, NCB 11904, Code 7250 11.38

Tract 1, NCB 12569, Account No. 608-999 43.45

OWNER - City of San Antonio
PROPERTY DESCRIPTION - E. 50 ft. of 33 and 34,
NCB 8289, Codes 7650 and 7800
TAX YEARS - 1953 and 1954
REASON - This property is owned by the City of San
Antonio and is non-taxable, therefore, assessments
pertaining to same should be cancelled from the
delinquent roll.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - N. 45 ft. of 1 Tract
A12, NCB A25, Code 8000
TAX YEARS - 1942 through 1949
REASON - The above property is now a part of U. S.
Highway 81 in New City Block 8135, therefore, is
recommended that assessments pertaining to same be
removed from the delinquent tax roll.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lots 25, 26 and
SW Tri. 90 ft. of 24, Blk. 2, NCB 8290,
Code 5420
TAX YEAR - 1953
REASON - This property was acquired by the City
by Warranty Deed of August 17, 1953, recorded
in Volume 3453, Pages 315-16, and the assessment
for 1953 should be deleted from the rolls.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Cir. 6, Arb. A-9,
New City Block 404, Code 9100
TAX YEAR - 1956
REASON - The above described property is the
old Public Service Bldg. located on N. St.
Mary's Street and was owned by the City on June
1, 1956. Payment in lieu of taxes was received
by the City from the Public Service Board for
1956. Said property was conveyed by the City to the
present owners by Deed Dated August 22, 1957, and
recorded in Volume 4061, Page 230 of the Bexar
County Deed Records. It is the opinion of the
Tax Attorney that taxes were erroneously assessed
against this property for 1956 and the same should
be deleted from the rolls. Taxes for 1957 have
been paid.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - W. 90 ft. of 25 and
26, Blk. 2, NCB 8290, Code No. 5400
TAX YEAR - 1954 and 1955
REASON - This property was acquired by the City
by Warranty Deed of August 17, 1953, recorded
in Volume 3453, Page 315-16, and the assessments
for 1954-1955 should be deleted from the tax
rolls.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - W. 90 ft. of 25
and 26, Blk. 2, NCB 8290, Code No. 5410
and Account No. 533-2639-2-2
TAX YEARS - 1956 and 1957
REASON - This property was acquired by the City by
Warranty Deed of August 17, 1953, recorded in
Volume 3453, Page 315-16 and assessments for 1956-1957
should be deleted from the tax roll.

None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - W. Irr. 88.8 ft.
of 27 and 28 and W. Tri. 88.5 ft. of 29,
Blk. 2, NCB 8290 Code No. 6020 and
Account No. 533-2641-2-1
TAX YEAR - 1953 through 1957
REASON - This property was acquired by the City
by Warranty Deed of August 17, 1953 recorded in
Volume 3453, Page 315-16 and assessments for
1953 through 1957 should be deleted from the tax
rolls.

None

OWNER - Club House Cafe

PROPERTY DESCRIPTION - Personal Property,

Account No. 6012-1000

TAX YEAR - 1955

REASON - The whereabouts of the former owner of the above named business is unknown and it is recommended that the personal property tax assessment for the year 1955 be removed from the delinquent roll.

None

OWNER - T. D. Cobb, Jr.

PROPERTY DESCRIPTION - Personal Property,

Account No. 6033

TAX YEAR - 1954

REASON - The above named person is deceased and administration on his estate has been closed. It is recommended by the Tax Attorney that this personal property taxes for 1954 in the amount of \$12.24 be removed from the rolls.

None

OWNER - Commercial Credit Corporation

PROPERTY DESCRIPTION - Personal Property

Account No. 6107-1000

TAX YEAR - 1954

REASON - The above concern was an out of State Corporation and has been out of business for several years. It is recommended by the Tax Attorney that the 1954 assessment be deleted from the delinquent tax roll.

None

OWNER - Cozy Inn Restaurant

PROPERTY DESCRIPTION - Personal Property

Account No. 6257

TAX YEARS - 1944, 1945, 1946, 1947, 1952, 1953, 1954, 1955 and 1956

REASON - The whereabouts of the former owner of the above named business is unknown and it is recommended that the personal property tax assessments for the above years be removed from the delinquent roll.

None

OWNER - Victor E. Creighton

PROPERTY DESCRIPTION - Personal Property

Account No. 6287-5000

TAX YEARS - 1953 and 1954

REASON - Mr. Victor E. Creighton was not in business on June 1, 1952, and the personal property tax assessments pertaining to the years 1953 and 1954 in the amount of \$3.07 should be deleted from the roll.

None

OWNER - Creole Bar

PROPERTY DESCRIPTION - Personal Property,

Account No. 6289

TAX YEARS - 1951, 1952, 1953, 1954 and 1955

REASON - The whereabouts of the former owner, Willie Sterling, of the above named business is unknown and it is recommended that the personal property tax assessments for the 1951, 1952, 1953, 1954 and 1955 years be removed from the delinquent roll.

None

OWNER - Wade L. and Marie Darby

PROPERTY DESCRIPTION - Lot 21, Blk. 2, NCB 10374

Code No. 132-3951

TAX YEAR - 1957

REASON - It is recommended that the improvements of \$6580 be supplemented for the fiscal year 1957 account Permit No. B-18279 which was dated March 22, 1956, was not posted to the assessment book.

209.90

OWNER - Davies Texaco Service station

PROPERTY DESCRIPTION - Personal Property

Account No. 6426

TAX YEAR - 1953

REASON - The above named business was not in operation on June 1, 1953, and taxes for that year in the amount of \$12.24 should be deleted from the delinquent roll.

None

OWNER - Mike P. and Martha Davila

PROPERTY DESCRIPTION - Personal Property

Account No. 5400-572-1911

TAX YEAR 1957

REASON - It is recommended that improvements of \$3270 be supplemented for fiscal year 1957 account permit No. A-5007 was not posted to the assessment book

64.09

OWNER - Denver Lounge

PROPERTY DESCRIPTION - Personal Property

Account No. 6589

TAX YEARS - 1952, 1953, 1954, 1955 and 1956

REASON - The whereabouts of the former owners, Mrs. Helen A. Schreiner and A. Kastner, of the above named business is unknown and it is recommended that the personal property tax assessments for the 1952, 1953, 1954, 1955 and 1956 years be removed from the delinquent roll.

None

<p>OWNER - Derby Buffet and Bar PROPERTY DESCRIPTION - Personal Property Account No. 6592 TAX YEAR - 1953 REASON - We have been unable to locate the whereabouts of the former owner of the personal property involved and it is recommended by the Tax Attorney that the assessments pertaining thereto be removed from the delinquent tax roll.</p>	None
<p>OWNER - Dood's Place PROPERTY DESCRIPTION - Personal Property Account No. 6727 TAX YEARS - 1952 and 1953 REASON - The whereabouts of the former owner of the above named business is unknown and it is recommended that the personal property tax assessments for the 1952 and 1953 years be removed from the delinquent roll.</p>	None
<p>OWNER - Dunning Music Company PROPERTY DESCRIPTION - Personal Property Account No. 6807 TAX YEAR - 1953 REASON - Mr. R. B. Dunning, former owner of the above 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.</p>	None
<p>OWNER - Eagle Cafe PROPERTY DESCRIPTION - Personal Property, Account No. 6829 TAX YEARS - 1950, 1951, 1952, 1953, 1954 and 1955 REASON - The whereabouts of the former owner, Lois Walters, of the above described business is unknown and it is recommended that the personal property tax assessments for the 1950, 1951, 1952, 1953, 1954 and 1955 years be removed from the delinquent roll.</p>	None
<p>OWNER - Eagle Pass Bar PROPERTY DESCRIPTION - Personal Property Account No. 6833 TAX YEARS - 1952 and 1953 REASON - The whereabouts of the former owner, Jesus M. Valdez, of the above described business is unknown and it is recommended that the personal property tax assessments for the 1952 and 1953 years be removed from the delinquent roll.</p>	None
<p>OWNER - Elite Hotel PROPERTY DESCRIPTION - Personal Property Account No. 7004 TAX YEARS - 1949, 1952 and 1953 REASON - We were unable to obtain service of citation on the former owner of the above named business and her present whereabouts is unknown. It is recommended that the delinquent personal property taxes for 1949, 1952 and 1953 be deleted from the delinquent roll.</p>	None
<p>OWNER - Kim Wing Eng and Wife PROPERTY DESCRIPTION - N. 90 ft. of 1, Blk. 6, NCB 3933 TAX YEAR - 1957 REASON - Supplement the improvement value of \$1800.00 account this was removed in error on Permit No. C 8310 which was issued on November 13, 1956.</p>	57.42
<p>OWNER - Arthur and Lilia Escobedo PROPERTY DESCRIPTION - E. 33.5 ft. of Lot 11, and W. 8.34 ft. of Lot 12, NCB 7749, Account Nos. 103784, 4012, 94850 TAX YEARS - 1948 through 1950 inclusive REASON - To supplement land valuation on roll due to payment in error and refund request of September 9, 1958.</p>	8.93
<p>OWNER - Arthur and Lilia Escobedo PROPERTY DESCRIPTION - Lot J. NCB 7748. Account No. 5000 TAX YEARS - 1948 through 1950 inclusive REASON - Improvements to be back taxed on supplement roll due to previous assessment on wrong property.</p>	59.50
<p>OWNER - L. Estrada PROPERTY DESCRIPTION - Personal Property Account No. 7100 TAX YEARS - 1952, 1953 and 1954 REASON - The whereabouts of the above named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the 1952, 1953 and 1954 years be removed from the delinquent roll.</p>	None
<p>OWNER - El Torreo PROPERTY DESCRIPTION - Personal Property Account No. 6981 TAX YEARS - 1952 and 1953 REASON - The whereabouts of the former owner of the above named business is unknown and it is</p>	

recommended that the personal property tax assessments for the 1952 and 1953 years be removed from the delinquent roll.

None

OWNER - El Zocalo Cafe
PROPERTY DESCRIPTION - Personal Property,
Account No. 6986-5002
TAX YEAR - 1953

REASON - The whereabouts of the former owner, Federico Martinez, of the above described business is unknown and it is recommended that the personal property tax assessment for the year 1953 be removed from the delinquent roll.

None

OWNER - Express Recreation Club
PROPERTY DESCRIPTION - Personal Property,
Account No. 7141
TAX YEARS - 1954

REASON - The above concern was not in business on June 1, 1954, and taxes erroneously assessed for that year should be removed from the roll.

None

Patrick J. and Frances G. Fasano
PROPERTY DESCRIPTION - Lot 14, Blk. 4, NCB 11804
Account No. 596-1714
TAX YEAR - 1957

REASON - This house was charged to Lot 4, Blk. 4 NCB 11804 in error and Lot 14 in the same New City Block was charged as a vacant lot in error. It is recommended that the improvements of \$8370 be supplemented for the fiscal year 1957 to Lot 14, Blk. 4, NCB 11804. House built on permit No. 9164 dated March 8, 1954.

164.05

OWNER - A. H. Fenstermaker
PROPERTY DESCRIPTION - Tract A, Blk. 4,
NCB 8292, Code No. 9200 and Account
No. 533-2712

TAX YEARS - 1953 through 1957 (Back Tax Supplement)
REASON - This property was left off the roll for the above mentioned years. Reference is made to Ordinance No. 19503 of August 29, 1953.

4.92

OWNER - C. W. and L. W. and A. H. Fenstermaker
PROPERTY DESCRIPTION - Tract a, Blk. 2, NCB 8290,
Code No. 9000, Account No. 533-2644-2-2
TAX YEARS - 1953 through 1957 (Back Tax Supplement)
REASON - This property was left off the roll for the above mentioned years. Reference is hereby made to Ordinance No. 19503 of August 29, 1953

16.71

OWNER - L. Friedman
PROPERTY DESCRIPTION - Personal Property
Account No. 7481
TAX YEAR - 1953

REASON - The above named person is now deceased, the estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

None

OWNER - Grande Courts
PROPERTY DESCRIPTION - S. 14 ft. of 21 and 14 ft. of
W. 1/2 of 2, NCB 6538, Account No. 69-2792
TAX YEAR - 1957

REASON - This was separated in error and the above owner insists on paying this parcel of land in his name, therefore, same is to be placed back on the 1957 tax roll.

4.78

OWNER - Clifford L. Hagy
PROPERTY DESCRIPTION - Tract A-1,
10.82 ac. out of L, NCB 12180, Account No. 602-1202
TAX YEAR - 1957

REASON - The improvement value of \$8990.00 was omitted from the regular roll when a separation was made, therefore, it is recommended that same be supplemented for 1957.

176.20

OWNER - Dan B. Harris
PROPERTY DESCRIPTION - Lot 3, Blk. 36,
NCB 11836, Account No. 596-2231
TAX YEAR - 1957

REASON - Payment of the above taxes was made by check however the bank involved returned the same unpaid to the City Tax Collector; therefore, subject taxes should be reinstated on the delinquent roll.

33.91

OWNER - Elena Huth
PROPERTY DESCRIPTION - Lot 23, Blk. 2,
NCB 10774, Code No. 9200
TAX YEAR - 1956

REASON - In 1956 the above described property was rendered at a value of \$4450 by the owners agent. The Board of Equalization for that year established

a valuation of \$4950, however no sworn testimony was introduced to support this figure as required by law. In view of the foregoing, the Tax Attorney recommends that the owners rendition be used in computing the 1956 taxes, resulting in a reduction of \$9.80

\$87.22

OWNER - Eva M. Jones
PROPERTY DESCRIPTION - Lot 15, Blk. 7, NCB 10407,
Account No. 572-173
TAX YEAR - 1957
REASON - A check was issued in the amount of \$215.80 payable to the City Tax Collector, however, the bank involved returned the same unpaid to the City Tax Collector; therefore, subject taxes should be reinstated on the delinquent roll.

42.74

OWNER - Mrs. Charles H. Jones
PROPERTY DESCRIPTION - Lot 15,
Blk. 7, NCB 10407, Account No. 572-173
TAX YEAR - 1957
REASON - 1957 taxes on Lot 15, Blk. 7, NCB 10407 were paid by check on October 14, 1958, and should have been removed from the roll.

None

OWNER - Leon B. and Jack H. Kaufman
PROPERTY DESCRIPTION - Lots 8 to 17, Blk. 16, NCB 8995,
Receipt No. 113886, Code No. 4600
TAX YEAR - 1949
REASON - This parcel of land was acquired by Mr. Kaufman by Sheriff's Tax Deed of October 3, 1950. Reference is made to Cause No. A-71182 of July 28, 1950, in 57th District Court.

None

OWNER - Clayton J. and Jewel F. Lamon
PROPERTY DESCRIPTION - S. 60 ft. of 1,
Blk. 2, NCB 6585, Account No. 69-3587
TAX YEAR - 1957
REASON - This was re-instated on the 1957 tax roll because of insufficient funds to cover first payment and then, Mr. Lamon came in and paid by cash, therefore, same should be cancelled.

None

OWNER - Elvira Lara
PROPERTY DESCRIPTION - Lot 1, Blk. 3,
NCB 8985, Code 2000 and Account No. 548-3044
TAX YEARS - 1955, 1956 and 1957
REASON - The above property was paid on in error by Eliberia Lara as the tax statement was sent to her in error, therefore, same is to be placed back on the roll for the years mentioned herein.

11.16

OWNER - Mrs. Jessie P. M. Lappe
PROPERTY DESCRIPTION - Lot 18, Blk. 105
NCB 7220, Account No. 81-451
TAX YEAR - 1957
REASON - The School tax is to be supplemented for 1957 because of an error in applying the check to the school rather than the City.

17.10

OWNER - Vern E. Lippert
PROPERTY DESCRIPTION - Lot 8, Blk. 12,
NCB 8962, Code No. 0510
TAX YEARS - 1955 and 1956
REASON - It is recommended that the improvement value of \$1900.00 be back taxes for the fiscal years 1955 and 1956 because the same was omitted from regular roll.

74.78

OWNER - Antone G. and Elvira R. Lopez
PROPERTY DESCRIPTION - E. 35 ft. of W 57.11 of A, and
B, and N. 2 ft. of W. 57.11 ft. of C, Blk. 3, NCB 511,
Account No. 9-1408
TAX YEAR - 1957
REASON - To be supplemented because of being paid on in error due to an error in the name and the address placed on this property.

35.73

OWNER - Ruth Ann McCoy
PROPERTY DESCRIPTION - Personal Property,
Account No. 4913
TAX YEARS - 1955 and 1956
REASON - We are unable to locate this party for the purpose of serving citation and her present whereabouts is unknown. It is recommended by the Tax Attorney that the taxes for 1955 and 1956 be deleted from the rolls.

None

OWNER - C. W. and Minnie McCurdy PROPERTY DESCRIPTION - Lot 5, Exc. W. Tri 23.8 ft., Blk. 86 NCB 3253, Account No. 51-871-2-2 TAX YEARS - 1956 and 1957 REASON - This parcel of land was condemned by the City of San Antonio for Expressway purposes. Reference is hereby made to Cause No. 48742 and Ordinance No. 24422. Date of Deposit February 14, 1957. Parcel No. 1735 U. S. Highway 87.	None
OWNER - Ira and Rosie W. McNeil PROPERTY DESCRIPTION - Lot 3 and W. 14 ft. of 4, Blk. N. NCB 1335, Account No. 21-1589 TAX YEAR - 1957 REASON - Payment of the above taxes was made by check however the bank involved returned the same unpaid to the City Tax Collector; therefore, subject taxes should be reinstated on the delinquent roll.	95.38
OWNER - D. F. and Eisa Mullholland PROPERTY DESCRIPTION - Lot 8, Resub of 5, Blk. 2, NCB 8737, Code 4000 TAX YEAR - 1950 REASON - Due to the I.B.M. error in compiling the Delinquent tax roll, the year 1950 was duplicated, therefore, it is recommended that same be cancelled from the roll.	None
OWNER - Jesus Pedraza PROPERTY DESCRIPTION - W. 49.06 ft. of Lot 16, Blk. 8, NCB 1439, Code 4000 TAX YEARS - 1948 through 1956 inclusive REASON - Jesus Pedraza purchased Lot 16 and W. 25. ft. of 17, Blk. 8, NCB 1439 from the Estate of J. B. Miller on June 30, 1947, by Deed recorded in Vol. 2401, Page 192. Pedraza was billed and paid for W. 25 ft. of 17 and E. 2 of 16, NCB 1439. Taxes for W. 49.06 of Lot 16, NCB 1439 were assessed to prior owner J. B. Miller for years 1948 through 1956 inclusive. The 1957 roll has correct description of property belonging to Pedraza. It is recommended by the Tax Attorney that owner be allowed to pay taxes for subject years without penalty of interest.	790.69
OWNER - Guiillermo Perez PROPERTY DESCRIPTION - Lot 6, Blk. 24, NCB 10551, Code 1200 and Account No. 572-2116 TAX YEARS - 1955, 1956 and 1957 REASON - To be back taxed for 1955 and 1956 and supplemented for 1957 because the improvements were omitted from regular roll.	179.34
OWNER - D. L. Pincus, Inc. PROPERTY DESCRIPTION - Personal Property, Account No. P011697-5000 TAX YEAR - 1957 REASON - On August 20, 1957, a rendered value of \$38,4000 on personal property was accepted and acknowledged by letter dated January 3, 1958. Later an assessed value of \$50,000 was placed on this property without due notice and was placed on the roll in error for \$50,000.	None
OWNER - Nat and Nora Monsalvo PROPERTY DESCRIPTION - Lot 6 and E. 45.8 ft. of 5 Arb. E., Blk. 6, NCB 11267, New Account No. 587-2267 TAX YEAR - 1953 through 1957 (Supplement Roll) REASON - This parcel of land is double assessed. It was also assessed for the years 1953 through 1957 on Code No. 0200 and Account No. 587-2199 Lot 6 and E. 45.8 ft. of 5, Blk. 6, NCB 11266.	None
OWNER - San Antonio Independent School District. PROPERTY DESCRIPTION - Lots 21 and 22 Blk. 6, NCB 2406, Code 4900 and Account No. 39-155 TAX YEARS - 1953 to 1957 inclusive REASON - It is recommended that the above property be stricken from the tax roll for the years 1953 to 1957 inclusive as this property was purchased by the San Antonio Independent School District in February of 1956.	None
OWNER - San Antonio River Authority PROPERTY DESCRIPTION - E. 81 ft. of S. 2.7 ft. of 8 and E. 81 ft. of 9 and 10, NCB 895, Account No. 15-1159-2-2 TAX YEAR - 1957 REASON - To be cancelled because of being a prorata settlement and the same is non-taxable.	None

OWNER - San Antonio River Authority
 PROPERTY DESCRIPTION - E. Irr. 15 ft. of A 1
 NCB 920, Account No. 15-1428-2-2-
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by San
 Antonio River Authority. Reference is made to
 Warranty Deed No. 141827, executed December 20, 1957
 and recorded January 10, 1958. None

OWNER - San Antonio River Authority
 PROPERTY DESCRIPTION - E. 55 ft. of S. 21.85 ft.
 of Cir. 6 and E. 55 ft. of Cir. 7 and E. 55 ft.
 of N. 52.8 ft. of Cir. 8, NCB 920, Account
 No. 15-1429-2-2
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by San
 Antonio River Authority. Reference is made to
 Warranty Deed No. 141827 executed December 20, 1957
 and recorded January 10, 1958. None

OWNER - San Antonio River Authority
 PROPERTY DESCRIPTION - W. 17 ft. of N. Irr. 100 ft.
 of 11 and E. 17 ft. of N. Irr 87 ft. of 12, Blk. 3,
 NCB 2595, Account No. 39-2776
 TAX YEAR - 1957
 REASON - This property is non-taxable as same belongs
 to the San Antonio River Authority and was purchased
 by Warranty Deed dated October 15, 1957, therefore,
 same should be deleted from the 1957 tax roll. None

OWNER - San Antonio River Authority
 PROPERTY DESCRIPTION - Lots 10 and 11, Blk. 90,
 NCB 3249
 ACCOUNT No. 51-783-2-1
 TAX YEAR - 1957
 REASON - This parcel of land was condemned by San
 Antonio River Authority. Reference is made to Cause
 No. 908. Final Judgment and date of possession is
 February 10, 1958. None

OWNER - Mr. Isais Sandoval
 PROPERTY DESCRIPTION - Lot 7, Blk. 2, NCB 11306,
 Code 4900 and Account No. 599-228
 TAX YEARS - 1956 and 1957
 REASON - To be back taxed and supplemented for 1956
 and 1957 because the improvements were omitted from
 the regular roll. None

OWNER - Rudolph E. Schiefelbein
 PROPERTY DESCRIPTION - 1 Exc. SW Tri.
 143.2 ft. and SE Tri. 150 ft., NCB 8671, Code No. 154,
 and Account No. 542-1735
 TAX YEAR - 1957
 REASON - This parcel of land was calculated in error.
 The remaining acreage in this Tract after the taking
 by U. S. Government and after figuring part of said
 Tract on a front foot basis is 6.246 instead of 6.966
 as shown on our records. None

OWNER - Emma and E. B. Simmons, Et al
 PROPERTY DESCRIPTION - Lots 18A and 18B and 19 and 20,
 Blk. 6, NCB 1992, Account No. 30-3091 and 30-3092
 TAX YEAR - 1957
 REASON - The above property, under Account Nos. 30-3091
 and 30-3092 for the fiscal year 1957 is to be cancelled
 because same was paid in error and then was placed
 back on the roll and a request for refund was made. When
 the refund check was granted, the people were contacted
 and the tax matter was settled, therefore, same should
 be cancelled from the roll. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - Lots 10, 11 and
 12, Blk. 9, NCB 1182, Account Nos. 18-1481, 18-1482
 18-1483
 TAX YEAR - 1957
 REASON - To be cancelled because of expressway
 prorata settlement. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - Lots 3 and 10,
 Blk. 2, NCB 1192, Account Nos. 18-1563 and 18-1569
 TAX YEAR - 1957
 REASON - To be cancelled because of expressway prorata
 settlement. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - Lot 5, Blk. 2,
 NCB 1192, Account No. 18-1565
 REASON - To be cancelled because of expressway
 prorata settlement. None

OWNER

OWNER - State of Texas
 PROPERTY DESCRIPTION - Lot 8, Blk 5
 NCB 1195, Account No. 18-1604
 TAX YEAR - 1957
 REASON - To be cancelled because of expressway
 prorata settlement. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - S. 50 ft. of Lot 1, Arb A7
 Blk. 3, NCB 1282, Account No. 21-724
 TAX YEAR - 1957
 REASON - To be cancelled because of expressway pro
 rata settlement. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - Lot 2, and N. 23.375 ft. of
 3, Blk. 10, NCB 1284, Account No. 21-757
 TAX YEAR - 1957
 REASON - To be cancelled because of expressway
 pro rata settlement. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. 100 ft. of 1,
 Blk. 8, NCB 3140, Account No. 48-2796
 TAX YEAR - 1957
 REASON - To be cancelled as this property was
 sold by Condemnation dated April 30, 1957, for
 expressway purposes. The 1958 assessment has been
 corrected. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. 100 ft. of 2,
 Blk. 8, NCB 3140 Account No. 48-2798
 TAX YEAR - 1957
 REASON - To be cancelled as this property was sold
 by Condemnation dated April 30, 1957, for expressway
 purposes. The 1958 assessment has been corrected. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. Pts. of 32 and 33,
 Blk. 6, NCB 8673, Account No. 542-1857-2-2
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by State
 of Texas for Expressway purpose on January 14, 1957.
 Reference is made to Vol. 3977, Page 255. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. 83 ft. of 34
 and 35, Blk. 6, NCB 8673, Account No. 542-1858-2-1
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by State
 of Texas for Expressway ROW purpose. Reference is
 made to Deed executed November 5, 1956, recorded
 in Volume 3945, Page 423. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. 83 ft. of 36,
 Blk. 6, NCB 8673, Account No. 542-1859-2-1
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by
 State of Texas for Expressway ROW purpose. Reference
 is made to Deed executed November 5, 1956, recorded
 in Volume 3945, Page 423. None

OWNER - State of Texas
 PROPERTY DESCRIPTION - N. 83 ft. of 37,
 Blk. 6, NCB 8673 Account No. 542-1860-2-1
 TAX YEAR - 1957
 REASON This parcel of land was purchased by
 State of Texas for Expressway ROW purpose. Reference
 is made to Deed Executed November 5, 1956, recorded
 in Volume 3945, Page 423 None

OWNER - State of Texas
 PROPERTY DESCRIPTION - 39 and E. 41 ft.
 of N. 83 ft. of 38, Blk. 6, NCB 8673,
 Account No. 542-1861-2-2
 TAX YEAR - 1957
 REASON - This parcel of land was purchased by
 State of Texas for Expressway ROW purpose.
 Reference is made to Deed executed November 5, 1956,
 and recorded in Volume 3945, Page 423 None

<p>OWNER - State of Texas PROPERTY DESCRIPTION - N. Irr. 72.75 ft. of E. 105.7 ft. of 7, Blk. 4, NCB 8675 Account No. 542-1963-2-1 TAX YEAR - 1957 REASON - This parcel of land was purchased by State of Texas for Expressway ROW purpose. Reference is made to Deed recorded in Volume 3978, Page 207.</p>	None
<p>OWNER State of Texas PROPERTY DESCRIPTION - W. 15 ft. and E. 90 ft. of W. 105 ft. of N. irr. 92.3 ft. of 7, Blk. 4, NCB 8675 TAX YEAR - 1957 REASON - This parcel of land was purchased by State of Texas for Expressway ROW purpose. Reference is made to Deed recorded in Volume 3978, Page 207.</p>	None
<p>OWNER - Tax Control Adjustment PROPERTY DESCRIPTION - Personal Property TAX YEAR - 1957 REASON - To correct controls into agreement with detail tabulating listing as of July 31, 1958, we must add \$21.24 to the City Personal Property Control and deduct \$21.24 from the School personal property control</p>	21.24
<p>OWNER - Tax Control Adjustment PROPERTY DESCRIPTION - Real Property Tax Year - 1957 REASON - To correct the distribution of City and School taxes, therefore, we must add \$20.31 to the accounts receivable for the City and also, we must deduct \$20.31 from the school.</p>	20.31
<p>OWNER - Tax Control Adjustment PROPERTY DESCRIPTION - Real Property Control TAX YEAR - 1957 REASON - To correct control No. 45 which is \$0.01 less than the total of detail accounts by increasing control No. 45 by \$0.01 for the City and Total Tax in the Tax office and the general accounting office.</p>	.01
<p>OWNER - Tax Control Adjustment PROPERTY DESCRIPTION- Personal Property TAX YEAR - 1957 REASON - To be cancelled to correct Control B-2 (Personal Property) which was originally set up \$1.00 over the Total of detail accounts.</p>	None
<p>OWNER - Texas Continental Life Insurance Company PROPERTY DESCRIPTION - Personal Property, Furniture, Fixtures and Equipment, Account No. TO-13887-0150 TAX YEAR - 1957 REASON - Balance of taxes to be cancelled in accordance with Judgment F-115209 dated September 4, 1958, in the 37th Judicial District Court.</p>	6300.00
<p>OWNER - P. L. Tschirhart PROPERTY DESCRIPTION - 1/48 Ac. in CB 5398, NCB 11303 Code No. 2000 and Account No. 590-110 TAX YEAR - 1954, 1956 and 1957 REASON - This parcel of land is outside of the City Limits. Reference is hereby made to Warranty Deed of May 21, 1956, recorded in Volume 3885, Page 313-314 for better description of this property.</p>	
<p>OWNER - Two Brothers Hotel PROPERTY DESCRIPTION - Personal Property Account No. 14241 TAX YEARS - 1950, 1951 and 1952 REASON - We were unable to obtain service of citation on the former owner of the above described business and her present whereabouts is unknown. It is recommended that the delinquent personal property taxes for 1950 and 1951 and 1952 be deleted from the delinquent roll.</p>	None
<p>OWNER - United States Government PROPERTY DESCRIPTION - 2 and S. Irr 143.2 ft. of 1, NCB 8671, Code No. 60 TAX YEAR - 1955 REASON - This property has been condemned by the United States Government. Reference is made to Civil No. 2097, Tract No. B-201</p>	None
<p>OWNER - United States Government PROPERTY DESCRIPTION - SW Tri. 143.2 ft. and SE Tri. 150 ft. of 1, NCB 8671, Code No. 40 TAX YEAR - 1956 REASON - This property has been condemned by the United States Government. Reference is made to Civil No. 2097 Tract No. B-201 Taxes for 1956 should be cancelled.</p>	None

OWNER - United States Government
 PROPERTY DESCRIPTION - Lots 55 and 56,
 NCB 6956, Code No. 6000 and 7000
 TAX YEAR - 1933

REASON - The above property was acquired by the
 Federal Government through Condemnation Proceedings
 by Civil Action No. 169 in January of 1941 at which
 time the City's claim for taxes was adjudicated.
 Through error, taxes in the amount of \$1.68 remained
 on the tax roll and should now be removed.

None

OWNER - Water Work Board of Trustees
 PROPERTY DESCRIPTION - Lots 33 and 34,
 Blk. 14, NCB 7552, Account No. 84-3165
 and 84-3166

TAX YEAR - 1957
 REASON - To be supplemented because of prorata
 settlement.

1.68

OWNER - Arthur A. and Katie T. Worrell
 PROPERTY DESCRIPTION - E. 116 ft. of 2
 and 4 Exc. N. 181.1 ft. of W. 53.8 ft.
 Blk. 5, NCB 371, Account No. 6-2784-2-2

REASON - The improvement value of \$5250.00
 was erroneously charged to the wrong lot for 1957
 therefore, same is to be supplemented to the above
 property. The 1958 assessment has been corrected to
 read as follows: Land 2340; Improvements \$8060;
 Total 10400.

167.47

OWNER - B. H. Althea Wyont
 PROPERTY DESCRIPTION - W. 1/2 of 23,
 Blk. 12, NCB 1954, Receipt No. 42248-42711-42573
 TAX YEARS - 1930, 1931 and 1932
 REASON - This property does not exist
 since it was absorbed by Lot 22, Blk. 12,
 NCB 1954. Reference is made to Volume 642,
 Page 130, recorded November 19, 1923.

None

2. All of the above corrections or adjustments have been individually
 presented to the Tax Error Board of Review and the changes in assessed valuations
 as indicated on the attached Correction Certificates have been recommended by said
 Board.

PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 27,125

ACCEPTING THE LOW BID OF H. B. ZACHRY CO., IN
 THE AMOUNT OF \$71,310.50, FOR RELOCATION OF
 SANITARY SEWSR LINES ON INTERSTATE HIGHWAY
 35, FROM DIVISION TO S. W. MILITARY DRIVE;
 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
 THEREFOR; AND APPROPRIATING NECESSARY FUNDS TO PAY
 FOR SAID WORK.

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

1. The low bid of H. B. Zachry Co., in the amount of \$71,310.50 for relocation
 of Sanitary Sewer lines on Interstate Highway 35, from Division Avenue to S.W. Military
 Drive, Project #ST-35A, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with H. B. Zachry
 Co., P. O. Box 10188, San Antonio, Texas, the City standard form construction contract
 for said work, said contract to embody and include all of the terms, conditions and
 specifications included in the request for bids and said contract to be approved by
 the Public Works and Legal Departments.

4. The sum of \$71,310.50 is hereby appropriated out of No. 479-14, Sanitary
 Sewer Improvement Bond Fund, Series 1957, payable to H. B. Zachry Co., for the above
 work, in such sums and at such times as are provided in said contract. Upon reimbursement
 by the State of Texas of the cost of this project, the money so paid by the State to the
 City shall be deposited to the credit of No. 479-14, Sanitary Sewer Improvement Bond
 Fund, Series 1957.

5. PASSED AND APPROVED this 26th day of November A. D. 1958.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher, City Clerk

A RESOLUTION ✓

GIVING NOTICE OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO

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

1. Notice is hereby given of the intention of the City Council of the City of San Antonio to enter into a cooperation agreement with the Housing Authority of the City of San Antonio, Texas, relating to the construction and development of 1500 low-rent housing units by the said Housing Authority.
2. At the expiration of sixty(60) days from the date of the first publication the City Council will consider the question of whether or not it will enter into a cooperation agreement with the Housing Authority.
3. The City Clerk is hereby directed to give notice of the aforesaid intention by publishing a copy of this resolution twice in the COMMERCIAL RECORDER, the officially designated newspaper of the City of San Antonio, the first publication to take place on the 28th-day of November, 1958, and the second publication to take place on the 2nd-day of December, 1958.
4. A Resolution passed and approved on November 20, 1958, entitled A RESOLUTION GIVING NOTICE OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO RELATING TO THE CONSTRUCTION AND DEVELOPMENT OF 1,500 LOW RENT HOUSING UNITS BY THE SAID HOUSING AUTHORITY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, is hereby repealed.
5. PASSED AND APPROVED this 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,126

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit:

(CASE NO. 1012)

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

Lot 2, NCB 11635

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 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,127

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1029)

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

Lot 11, NCB 8560

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 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,128

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1053)

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

Lots 1, 2, 3, Blk. 12, NCB 12522

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 26th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,129

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938 be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1059)

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

Lot 27, Blk. 12, NCB 2950

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 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,130

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit:

(CASE NO. 1038)

The rezoning and reclassification of property from "F" LOCAL RETAIL DISTRICT and "B" RESIDENCE DISTRICT to "E" APARTMENT DISTRICT, as follows:

Lot 32, Blk. 9, NCB 2947

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 26th day of November, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,131

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1048)

The rezoning and reclassification of property from "B" RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT, as follows:

Lot A-3, NCB 10783

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 26th day of November A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,132

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF EAGLE SIGNAL CORPORATION AND KAR-TROL SIGNAL COMPANY TO FURNISH THE CITY OF SAN ANTONIO TRAFFIC DIVISION WITH CERTAIN TRAFFIC SIGNAL CONTROLLERS FOR A TOTAL OF \$16,260.59

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

1. The attached low qualified bids of Eagle Signal Corporation and Kar-Trol Signal Company, dated November 21, 1958, to furnish the City of San Antonio Traffic Division with certain items of traffic signal controllers for a total of \$16,260.59 is hereby accepted as follows:

Eagle Signal Corp.
c/o Masterson Distributing Co.

Item #1 (a) 625.70

Kar-Trol Signal Co.
Houston, Texas

Items #2 (a, b & c)	4,820.46	
#1 (b)	1,684.00	
#3 (a & b)	1,956.45	
#4 (a & b)	1,709.20	
#5 (a & b)	5,464.78	\$16,260.59

2. Payment to be made from 1-01 General Fund, Department of Public Works - Traffic Division Account No. 09-08-02.

3. All other bids received are hereby rejected.

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

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk