

## A RESOLUTION

AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO MAKE APPLICATION, ON BEHALF OF THE CITY OF SAN ANTONIO, TO PURCHASE FROM THE UNITED STATES OF AMERICA 30.03 ACRES OUT OF THE FORMER NORMOYLE ORDINANCE DEPOT FOR \$15,000.00

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

1. The Director of Parks and Recreation is hereby authorized to make application on behalf of the City of San Antonio, to purchase from the United States of America, 30.03 acres out of the former Normoyle Ordinance Depot, San Antonio, Texas GR-TEX 617, Coded Parcel D.
2. This authorization includes the authority to execute the offer addressed to the General Services Administration, to offer \$15,000.00 for said land, and to do all other acts necessary to consummate the transaction.
3. The City desires to acquire said land for a public park pursuant to Public Law 616, 80th Congress, and in accordance with the rules and regulations of the General Services Administration.
4. PASSED AND APPROVED this 27th day of August, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ JH. INSELMANN  
Assistant City Clerk

## AN ORDINANCE 27918

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

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

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

(Case 1185)

The reasoning and reclassification of Lot 8, NCB 11257 from "B" Residence District to "F" Local Retail District.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 3rd day of September, A. D., 1959

/s/ J. EDWIN KUYKENDALL  
M a y o r

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27919

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

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

1. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of San Antonio, Bexar County, Texas, to-wit:

11.572 acres of land lying northwest of the City limits line of the City of San Antonio, paralleling Callaghan Road; being part of Tracts 8-a and 9-B of the Masterson Irrigation Company property according to the plat recorded in Volume 559 page 396, Bexar County Deed Records; being out of the Manuel Tejada Survey Nol 89, County Block 4445, Bexar County, Texas; and being more particularly described as follows:

BEGINNING at a point in the city limits line (as adopted Sept. 25, 1952) of San Antonio paralleling Callaghan Road at the point where said city limits line intersects the northeast line of Tract 9-A Ncb 11620, (known as the Florence C. Ayres 15 acre tract) and the Southwest line of Tract 9-B, NCB 11620, (known as the Terry Thrift, Jr., Tract, and formerly belonging to V. F. Bucheck), and said point being N. 50° 21' W. 500.14 feet from the original north line of Callaghan Road at its intersection with the line common to Tracts 9-A and 9-B, NCB 11620;

THENCE N. 50° 21' W. 810.50 feet , along a fence between the Ayres tract and this parcel, to the most westerly corner of this parcel, being the most northerly corner of the Ayres tract;

THENCE N. 41° 21' 15" E. 625.33 feet, along a fence line between the northwest line of Tract 9-B and a southeast line of Oak Hills Country Club, to the most northerly corner of this parcel;

THENCE S. 40° 25' 45" E. 142.96 feet, along a fence line between Tracts 9-B and 7-A to a fence corner;

THENCE S. 50° 53' 45" E. 482.42 feet, along a fence line between Tracts 9-B and 8-A, to a fence corner;

THENCE N. 88° 31' E. 248.31 feet into Tract 8-A to the intersection with the City Limits line at the most easterly corner of this parcel;

THENCE S. 41° 01' W. 768.62 feet, along the city limits line, to the point of BEGINNING. Containing 11.572 acres of land, as per the attached plat.

2. The above described tract is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

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

4. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

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

6. PASSED AND APPROVED for publication this 30th day of July, A. D., 1959.

/s/ JOHN L. MC MAHON  
Acting Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

7. PASSED AND APPROVED this 3rd day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27920 ✓

AUTHORIZING THE DIRECTOR OF FINANCE TO SELL SEVEN  
AUTOMOBILES LOCATED AT STINSON HOMES, AND MAKING AND  
MANIFESTING A BILL OF SALE TO THE SUCCESSFUL BIDDER.

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

1. The following high bid submitted for the purchase of seven automobiles located at Stinson Homes, 512 Cadmus Street, San Antonio, Texas is hereby accepted:

<u>Bidder</u>	<u>Lots#</u>	<u>Location</u>	<u>Amount</u>
Dan Martin	#1 thru #7	Stinson Homes	\$3,126.78

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

3. This ordinance makes and manifests a bill of sale to the successful bidder named in paragraph 1 hereof to the seven automobiles on which he was successful bidder, subject however to the conditions contained in the bid forms and of the proposals of the successful bidder submitted. The terms and conditions of said bid forms and proposals are expressly made a part thereof, and incorporated herein, by reference, and full compliance with such terms and conditions precedent to the acquisition by the successful bidder named in paragraph 1. Time is of essence of these sales and the buyer must comply with said terms and conditions strictly within the time prescribed in said bid forms and proposals.

4. PASSED AND APPROVED this 3rd day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

Attest:  
/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27921

ACCEPTING THE LOW BID OF KILLIAN-HOUSE COMPANY IN THE AMOUNT OF \$93,020.65 FOR CONSTRUCTION OF EXTENSION OF RUNWAY 12-30, AVIATION FEDERAL AID PROJECT #9-41-080-6011, PART ONE, AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING THE SUM OF \$93,020.65 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04, FEDERAL AIRPORT AID PROJECT NO. 9-14-080-6011.

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

1. The low bid of Killian-House Company, in the amount of \$93,020.65 for the construction of Extension of Runway 12-30, FAA Project No. 9-41-080-6011, Part One, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute a contract with Killian-House Company for the construction of Extension of Runway 12-30 at the San Antonio International Airport. The contract is attached hereto and made a part hereof.

4. The sum of \$93,020.65 is appropriated out of International Airport Bond and Construction Fund No. 803-04, Federal Airport Aid Project No. 8-41-080-6011, payable to Killian-House Company, in connection with the contract authorized in Paragraph 3 hereof.

5. PASSED AND APPROVED this 3rd day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27922

APPROPRIATING THE TOTAL OF \$13,033.65 OUT OF STREET IMPROVEMENT BONDS, SERIES 1957, NO. 479-10, PAYABLE TO W. E. SIMPSON COMPANY, CONSULTING ENGINEERS, AND FOR MISCELLANEOUS CONTINGENCIES IN CONNECTION WITH THE VEHICULAR AND PEDESTRIAN BRIDGE PROJECT ACROSS SALADO CREEK AT RITTIMAN ROAD.

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

1. The following amounts are hereby appropriated out of Street Improvement Bonds, Series 1957, No. 479-10, in connection with the vehicular and pedestrian bridge project across Salado Creek at Rittiman Road:

(a) \$10,054.53 payable to W.E. Simpson Company, Consulting Engineers;

(b) \$ 2,279.12 to be used as a Contingency Fund in connection with the mentioned project.

2. PASSED AND APPROVED THIS 3rd day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
MAYOR

ATTEST:

/s/ J. FRANK GALLAGHER

AN ORDINANCE 27923

CONSENTING TO THE INSTALLATION OF CERTAIN WATER  
FACILITIES BY THE BEXAR METROPOLITAN WATER DISTRICT  
IN DESIGNATED AREAS WITHIN THE CITY OF SAN ANTONIO.

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

1. Consent is hereby given to the installation by the Bexar Metropolitan Water District of the mentioned water facilities at the following locations within the City of San Antonio:

- a) 1,500' of narrow ditch, 3' deep for 2" water pipe at 300-600 Morelia, shown on Plat "A";
- b) 240' of 6" main, installation of fire hydrant in alley of 7200 block of San Pedro, shown on Plat "B";
- c) 150' of 6" main, installation of fire hydrant in alley of 7100 San Pedro, shown on Plat "B"
- d) 800' of narrow ditch for 2" water pipe 3' deep in 200-400 block of Whitman, shown on Plat "C".

2. The locations of the facilities mentioned in Paragraph #1 hereof are more fully described and marked on Plats A, B, and C, which are attached hereto and made a part hereof.

3. PASSED AND APPROVED this 3rd day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27924

REPEALING ORDINANCE NO. 27, 753, WHICH ACCEPTED  
THE LOW QUALIFIED BID OF SAN ANTONIO MACHINE  
AND SUPPLY COMPANY TO FURNISH THE CITY WITH  
CERTAIN STEEL SIGN BLANKS FOR A TOTAL OF \$1,450.

WHEREAS, the City accepted the low qualified bid of San Antonio Machine and Supply Company to furnish the City of San Antonio with steel sign blanks for a total of \$1,450.00 in Ordinance No. 27,753, passed and approved July 9, 1959; and

WHEREAS, due to the nation wide steel strike, said sign blanks can not be supplied the City as per the bid; NOW, THEREFORE,

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

1. Ordinance No. 27,753, passed and approved July 9, 1959, which accepted the low qualified bid of San Antonio Machine and Supply Company to furnish the City with steel sign blanks for \$1,450.00 is hereby repealed.

2. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
M A Y O R

ATTEST:

/s/ J. FRANK GALLAGHER  
CITY CLERK

## AN ORDINANCE 27925

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GIRARD MACHINERY AND SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN GUTTER BROOM STEEL WIRE FOR A TOTAL OF \$2,693.60.

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

1. The attached low qualified bid of Girard Machinery and Supply Company, dated August 28, 1959, to furnish the City of San Antonio Department of Public Works with 8,000 pounds gutter broom steel wire for a total of \$2,693.60, less 2%-10 days be accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-06.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27926

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF APPLEBAUM AND COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH RADIO TUBES AND VIBRATORS FOR A TOTAL OF \$9,000.70

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

1. The attached low qualified bid of Applebaum and Company, dated August 31, 1959, to furnish the City of San Antonio with certain radio tubes and vibrators for a total of \$9,000.70, net be accepted.

2. Payment to be made from Working Capital 601, Code 6-11.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27927

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DOUGLAS W. KING COMPANY TO FURNISH THE CITY OF SAN ANTONIO PARKS DEPARTMENT WITH SEASIDE BENT GRASS SEED - 900 POUNDS - \$876.51

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

1. The attached low qualified bid of Douglas W. King Company, dated September 4, 1959, to furnish the City of San Antonio Parks Department with 900 pounds of seaside bent grass seed for the total of \$876.51 is hereby accepted.

2. Payment to be made as follows:           1-01 General Fund  
Account #11-03-02   - \$292.17  
Account #11-03-02   - 584.34           \$876.51

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
CITY CLERK



## AN ORDINANCE 27930

REJECTING ALL BIDS RECEIVED ON PARTICIPATION  
PAVING PROJECT NO. 24.

WHEREAS, the City advertised for bids on Participation Paving Project, No. 24, which consists of the widening of portions of Barrera, Labor and Lavaca Streets; and

WHEREAS, the San Antonio Housing Authority had agreed to participate in the cost of said project and to provide certain improvements along the perimeter of its property which abuts this property prior to the time of awarding bids, therefor; and

WHEREAS, said improvements have not been completed by the San Antonio Housing Authority; NOW, THEREFORE,

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

1. All bids received by the City on August 17, 1959, for Participation Paving Project No. 24, are hereby rejected.

2. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27931

AUTHORIZING THE CITY MANAGER TO EXECUTE TWO LICENSE AGREEMENTS WITH THE TEXAS & NEW ORLEANS RAILROAD COMPANY GRANTING THE CITY PERMISSION TO CROSS SAID RAILROAD'S PROPERTY WITH SANITARY SEWER MAINS; AND AUTHORIZING PAYMENT OF \$26.00 OUT OF THE GENERAL FUND AS CONSIDERATION THEREFOR.

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

1. The City Manager is hereby authorized to execute two license agreements with the Texas and New Orleans Railroad Company for the purpose of granting the City permission to cross said Railroad's property with a sanitary sewer main at the following locations:

(1) Kerrville Branch Main Track at Engineer's Station 13033 1/2 (Mile Post 246.85);

(2) Kerrville Branch Main Track at Engineer's Station 12983 1/4 (Mile Post 245.90).

2. The license agreements, together with plats indicating the location to be crossed by the City sewer main, are attached hereto and make a part hereof.

3. Payment of the sum of \$26.00 out of the General Fund to the Texas and New Orleans Railroad Company as consideration for the license herein is hereby authorized.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27932

RESCINDING ORDINANCE NUMBERED 27755 PASSED AND APPROVED ON JULY 9, 1959, BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, BEING AN ORDINANCE AUTHORIZING THE CITYMANAGER TO ENTER INTO AN AGREEMENT OR AGREEMENTS WITH FIRST OF TEXAS CORPORATION AND/OR HARRIS ENGINEERING & CONSTRUCTION INC., OBLIGATING THE CITY OF SAN ANTONIO TO ENFORCE COLLECTION OF CERTAIN PAVING CERTIFICATES IN PAVING PROJECT "C"; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

WHEREAS, THE City Council of the City of San Antonio has heretofore by ordinance numbered 27425, duly passed and enacted on March 19, 1959, authorized the City Manager to enter into an agreement or agreements with First of Texas Corporation and/or Harris Engineering & Construction Inc., binding and obligating the City of San Antonio to enforce the.,

collection of certain paving certificates to be issued by said City to the Contractor, or its assigns, and appropriated the sum of \$8,000.00 for such purpose; and

WHEREAS, by error, on July 9, 1959, ordinance numbered 27755 was passed by the City Council of the City of San Antonio, also authorizing the City Manager to enter into such agreements with First of Texas Corporation and/or Harris Engineering & Construction Inc., and appropriated the sum of \$3,500.00 for such purpose, thus through error duplicating the appropriation previously made by ordinance numbered 27425 passed on March 19, 1959; and

WHEREAS, the City Council of the City of San Antonio now wishes to rescind said ordinance of July 9, 1959; NOW THEREFORE,

BE IT ORDAINED BY THE CITY CONCIL OF THE CITY OF SAN ANTNIO:-

1. Ordinance numbered 27755, passed and enacted bynthe City Council of the City of San Antonio on the 9th day of July, 1959, is hereby rescinded.

2. PASSED AND APPROVED on this, the 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
MAYOR

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27933

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE  
PETITION OF ROY C. AND LUCILLE A. NICKELL.

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

1. That the petition of Roy C. and Lucille A. Nickell, for a lbense 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 License, 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 212 Leisure Drive, lot 2, Block 24, County Block 5304, Balcones Heights, and no other person shall be permitted to use the said City Sanitary Sewers throughthe connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTNIO, 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, anyto 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 ot shut off theCity water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all building 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 ofthis permit.

PASSED AND APPROVED this 10th day of September, A. D., 1959

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27934

ACCEPTING THE LOW BID OF H. B. ZACHRY COMPANY, IN THE AMOUNT OF \$204,341.66 FOR RECONSTRUCTION OF DAUCHY ROAD FROM SOUTH PRESA STREET TO GOLIAD ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$204,341.66 OUT OF NO. 479-10, STREET IMPROVEMENT BOND FUND 1957 SERIES, PAYABLE TO H. B. ZACHRY COMPANY, FOR SAID WORK; AND APPROPRIATING THE SUM OF \$10,000.00 OUT OF NO. 479-10, STREET IMPROVEMENT BOND FUND, 1957 SERIES, FOR USE AS CONSTRUCTION CONTINGENCY ACCOUNT FOR SAID PROJECT.

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

1. The low bid of H. B. Zachry Company, in the amount of \$204,341.66, for reconstruction of Dauchy Road from South Presa Street to Goliad Road is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with H. G. Zachry Company the 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 \$204,341.66 is hereby appropriated out of No. 479-10, Street Improvement Bond Fund, 1957 Series, payable to H. B. Zachry Company for said work; payment of said sum to be made in such sums and at such times as are provided in the contract.
5. The sum of \$10,000.00 is hereby appropriated out of No. 479-10, Street Improvement Bond Fund, 1957 Series, for use as a Construction Contingency Account in conjunction with the construction of this project.
6. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27935

AMENDING SECTION 60-47.11 OF THE CITY CODE, ENTITLED "MAXIMUM SPEED LIMITS OTHER THAN 30 MILES PER HOUR", BY DELETING AND EXCLUDING THEREFROM BLANCO ROAD FROM OLMOS CREEK TO JACKSON-KELLER ROAD AND PROVIDING THAT THE MAXIMUM SPEED ON BLANCO ROAD FROM OLMOS CREEK TO JACKSON-KELLER ROAD IS 30 MILES PER HOUR.

WHEREAS, after an engineering and traffic investigation and study by the Traffic Engineer of the Public Works Department, the maximum, reasonable, safe and prudent speed limits on Blanco Road between Olmos Creek and Jackson-Keller has been found to be 30 Miles Per Hour; NOW THEREFORE,

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

1. Section 60-47.11 of the City Code, entitled "Maximum Speed Limits Other Than 30 Miles Per Hour", is hereby amended by excluding therefrom Blanco Road from Olmos Creek to Jackson-Keller, and it is hereby provided that the maximum speed limit on Blanco Road from Olmos Creek to Jackson-Keller Road is 30 Miles Per Hour.
2. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27936

AMENDING SECTION 60-51, OF THE CITY CODE, AS AMENDED, BY PROVIDING FOR A REVERSAL OF THE DIRECTION OF THE FLOW OF TRAFFIC IN VERAMENDI STREET SO THAT TRAFFIC FLOWS FROM WEST TO EAST.

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

1. So much of Section 60-51 of the City Code, as amended, which reads: "..... Veramendi Street, between Soledad Street and South Main Avenue, to west;.....", is hereby amended to read as follows:

".....Veramendi Street, between Soledad Street and South Main Avenue, to east....."

2. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27937

PROVIDING FOR REPAYMENT OF PAVING MONEY TO THE VARIOUS ABUTTING OWNERS ON THE ALLEY DIVIDING NCB11828 UPON DECISION NOT TO PAVE SAID ALLEY.

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

1. That the following property owners, all of whom have paid the stated sums of money for the paving of the alley dividing NCB 11828, of which they own the amount of frontage set forth:

<u>Name and Address</u>	<u>Alley Frontage</u>	<u>Receipt No.</u>	<u>Amount Paid to be Refunded by this Ordinance</u>
a. Col. C. Gibson 454 Laramie	89.0 feet	3973	\$62.30
b. Maj. Forrest H. Stanley c/o Col. C. Gibson 545 Laramie	89.0 "	3974	62.30
c. Col. Joseph Cocke c/o Col. Gibson 454 Laramie	89.0 "	3975	62.30
d. Col. J. H. Taber 607 Cave Lane	95.41 "	3976	66.74
e. Sam T. Lane 647 Cave Lane	100.0 "	3977	70.00
f. Col Ben F. Marable 442 Laramie	89.0 "	3978	62.30
g. J. P. McFarland 639 Cave Lane	100.0 "	3979	70.00
h. Douglas Kellog 450 Laramie	89.0 "	3980	62/30
i. Donald C. Glass	87.96 "	3981	61.59
		Total	<u>\$579.83</u>

are to be refunded the amounts they have paid. The amounts to be refunded to the above named parties are to be paid from the Alley Paving Deposit Fund No.770.

2. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## A RESOLUTION

ACCEPTING TWO EASEMENT (DEDICATIONS) FOR THE  
RELOCATION OF THE OLMOS CREEK CHANNEL.

WHEREAS, it is necessary for the City to straighten a certain section of Olmos Creek; and,

WHEREAS it is also necessary to acquire easements over, across and upon the following two parcels of land in order to carry out such straightening of Olmos Creek; and,

WHEREAS the owners have agreed to provide the City with the needed easements by way of dedication; NOW, THEREFORE:

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

1. The easement (dedication) to the City from Gerald J. Fry, over, across and upon a portion of land out of NCB 10,116, City of San Antonio, County of Bexar, Texas, containing 0.83 acres of land, more or less, is hereby accepted.
2. The easement (dedication) to the City from John K. Kopp and wife, Irene Kopp, and John H. Arnold and wife, Roberta Arnold, over, across and upon a portion of land out of NCB 11,693, City of San Antonio, County of Bexar, Texas, containing 1.15 acres of land more or less, is hereby accepted.
3. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27938 ✓

AUTHORIZING THE CITY WATER BOARD AND THE MAYOR TO ENTER JOINTLY INTO AN AGREEMENT WITH THE MISSOURI PACIFIC RAILROAD ALLOWING THE CITY A LICENSE TO PLACE A WATER MAIN BENEATH THE SAID RAILROAD'S TRACKS.

WHEREAS it is necessary for the City to place an 8" water main beneath the tracks of the Missouri Pacific Railroad in order that certain citizens of the City may be furnished water; and,

WHEREAS the Railroad is agreeable to the granting of a license permitting same; NOW, THEREFORE:

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

1. The City Water Board and the City, represented by its Mayor, are hereby authorized to enter into a license agreement and accept a license from the Missouri Pacific Railroad permitting the City to place an 8" water main beneath its tracks at mile post 252 1/2 / 201 1/2.

2. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27939 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO A PARCEL OF LAND IN NCB 11682 IN EXCHANGE FOR A WARRANTY DEED TO A PARCEL OF LIKE VALUE IN THE SAME NCB

WHEREAS, it is necessary to redesign a portion of the storm drainage channel known as Storm Drainage Project No. 96; and,

WHEREAS, this redesign necessitates the acquiring of a parcel of land for which the owner has agreed to accept as consideration therefor a like parcel of land previously acquired for this project by the City and which will not be needed due to the redesign; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a quitclaim deed to E. S. Johnson of the parcel of land more fully described in the accompanying quitclaim deed which is incorporated herein by reference, for and in consideration of a warranty deed from the said E. S. Johnson to the City of San Antonio of a parcel of land more particularly described in the accompanying warranty deed which is incorporated herein by reference; the City Manager is further authorized to accept the said Warranty Deed.

2. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27940

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

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

1. The following high bids submitted for purchase of improvements to be moved with some corrections, located on City-owned property, are hereby accepted:

<u>Bidder</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
G. W. Preston	2546	Sandau Road	\$ 1,264.00
Frank Silcock	2567-A	Sandau Road	1,576.00
R. J. Scott	2567-C	Sandau Road	561.00
Ernest Holub	2564	San Pedro Avenue	177.10

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

2. The following high bids submitted for purchase of buildings to be wrecked, on City-owned property, are hereby accepted:

<u>Bidder</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
Ernest Holub	2567-B	Sandau Road	\$ 138.10
John L. McNeill	2562	8410 San Pedro Ave.	286.00

Buyers shall have thirty(30) days from date hereof to remove the above improvements and clear lots. (On Parcel #2567-B, the Grain Barn may be moved as is.)

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

4. This ordinance makes and manifests a Bill of Sale to the successful bidders named in Paragraphs #1 and #2 hereof to the buildings on which they were successful bidders; subject, however, to the conditions contained in the advertisements for the bids and of the proposals of the successful bidders submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraphs #1 and #2. Time is of the essence of these sales, and buyers must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

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

NONE

6. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
M A Y O R

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27941 ✓

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

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

1. The name of the abandoned portion of Rittiman Road which extends from Holbrook Drive to its junction with the present Rittiman Road is hereby changed to "Aina Lane".

2. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27942

ACCEPTING THE PROPOSAL OF TRINITY TESTING LABORATORIES  
FOR PERFORMING CERTAIN MATERIAL TESTS IN CONNECTION WITH THE  
CONSTRUCTION OF RUNWAY 12-30, SAN ANTONIO INTERNATIONAL  
AIRPORT.

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

1. The proposal of Trinity Testing Laboratories for performing certain material tests in connection with the construction of Runway 12-30 Extension to 8500 feet and Parallel 75 foot taxiway, San Antonio International Airport, is hereby accepted.

2. the proposal is attached hereto and made a part hereof.

3. Payment of a sum not to exceed \$3,932.40 to Trinity Testing Laboratories out of the Miscellaneous Expenses Contingency Account for this project is hereby authorized.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

/s/ J. FRANK GALLAGHER  
City Clerk

## AN ORDINANCE 27943 ✓

AN ORDINANCE GRANTING PERMISSION TO DR. RICHARD E. NITSCHKE  
& 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 Dr. Richard E. Nitsche & 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 hose 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 617 Ridgemont, Lot 9, NCB 5879, City of 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



THENCE northerly twenty (20) feet along a line perpendicular to the North right-of-way line of Furnish Avenue to a point;

THENCE easterly along a line parallel to the North right-of-way line of Furnish Avenue to a point where said parallel line intersects the East right-of-way line of Interstate Expressway No. 35 (formerly U. S. Highway 81 South);

THENCE southerly along the East right-of-way line of Interstate Expressway No. 35 to a point where said right of way line intersects a westerly extension of the North right-of-way line of Ralph Street

THENCE easterly one hundred and ten (110) feet, more or less, along the North right-of-way line of Ralph Street;

THENCE easterly one hundred and ten (110) feet, more or less, along the North right-of-way line of Ralph Street to a point;

THENCE southerly along a line perpendicular to the North right-of-way line of Ralph Street to a point where said perpendicular line intersects the South right-of-way line of Ralph Street;

THENCE westerly along the South right-of-way line of Ralph Street to a point where an extension of said right-of-way line intersects the East bank of San Pedro Creek;

THENCE northerly along the East bank of San Pedro Creek to the POINT OF BEGINNING.

Parcel Two:

BEGINNING AT a point along the North right-of-way line of Furnish Avenue where said right-of-way line intersects the West bank of San Pedro Creek;

THENCE westerly along the north right-of-way line of Furnish Avenue around a curve into the east right-of-way line of South San Marcos Street;

THENCE northerly along the east right-of-way line of South San Marcos Street 100 feet north of intersection of north line of Furnish Avenue projected westward and east line of South San Marcos Street projected southward;

THENCE westerly along a line perpendicular to the east right-of-way line of South San Marcos Street to a point where said perpendicular line intersects the west right-of-way line of South San Marcos Street;

THENCE southerly along the west right-of-way line of South San Marcos Street, a distance of 487 feet, more or less, to an angle point in said right-of-way line;

THENCE southerly along extension of previous line, a distance of 200 feet, more or less, to point where said extended line intersects extension of a line drawn tangent to the east face of first bent from west end of Expressway over-crossing structure;

THENCE southeasterly along line tangent to said east face of bent, a distance of 145 feet, more or less, to south end of said bent;

THENCE southwesterly in a straight line to that point in the west curb of Powell Street where extension of south line of Floyd Street intersects said west curb of Powell Street;

THENCE easterly along the south right-of-way line of Floyd Street to a point where said right-of-way line intersects the west bank of San Pedro Creek;

THENCE northerly along the west bank of San Pedro Creek to the POINT OF BEGINNING.

Parcel Three:

The full width of the street right-of-way of Nogalitos Street, beginning at a point which is 280 feet, more or less, from the northwest corner of the intersection of Powell and Nogalitos Streets, and extending northerly along the said street right-of-way a distance of 330 feet, more or less.

Parcel Four:

The full width of the street right-of-way of Furnish Avenue, beginning at the east right-of-way of South San Marcos Street and extending easterly along said Furnish Avenue right-of-way a distance of 280 feet, more or less.

Parcel Five:

That portion of the bed, banks and channel of San Pedro Creek from the west right-of-way of Nogalitos Street upstream to the south right-of-way line of Texas & New Orleans Railroad company's Houston to El Paso Main Line, and being that portion which lies between New City Blocks 3839, 6244, 6187, and the east right-of-way lines of Powell and South San Marcos Streets and New City Block 9644 on the west and lot A-6, City Block A-18, New City Blocks 3127, 6804, 6742 and 3798 on the east.

Parcel Six:

The full width of the right-of-way reserved for Ralph Street within the proposed right-of-way of the San Antonio Channel Improvement Project, San Pedro Creek, Texas.

Parcel Seven:

The full width of the right-of-way reserved for Floyd Avenue within the proposed right-of-way of the San Antonio Channel Improvement Project, San Pedro Creek, Texas

A plat of Parcels One and Two is attached hereto marked Exhibit "A" and made a part hereof for all purposes. A plat of Parcels Three through Seven, inclusive, is attached hereto, marked "B" and made a part hereof for all purposes.

TO HAVE AND TO HOLD THE above-described premises unto the SAN ANTONIO RIVER AUTHORITY for the purposes below-described forever.

2. This easement is granted for the following purposes:

A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees and independent contractors an access, working, construction and storage area for the construction, operation, maintenance of the San Antonio Channel Improvement Project, San Pedro Creek, Texas, in accordance with the plans for Part One, Unit Two, thereof, copies of the plans and specification for which have been previously submitted to and approved by Grantor.

3. This easement is granted under the following terms and conditions.

A. It is expressly agreed and understood that such parts of the parcels described in Paragraph 2, above, as are under the control and/or jurisdiction of the Texas Highway Department are excluded from the grants herein contained.

B. Grantee may, in its discretion, remove such parts of Ralph, Powell and South San Marcos Streets, as presently existing, as may be necessary to construct the above-described project in accordance with the aforesaid plans and specifications provided that Grantee shall relocate such portions of said streets in accordance with the aforesaid maps and plans, and further provided that Grantee shall restore that area of the easement in back of the above-described walls to a condition equivalent to or better than conditions existing at the time that this easement is executed and under the same specifications as the streets existing at the time of execution of this easement, provided that Grantee shall not be in any way liable to make restoration for conditions caused by the Grantor, its agents, employees or independent contractors during the duration of easement.

C. If Grantee, its successors and assigns, shall cease to use the above described property, or any part thereof, for said purposes, this easement shall expire and terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, Grantor shall have the same complete title to said property as though these presents had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided that

Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control channel by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative. D. D. Grantee, by its acceptance of this easement, agrees to take all necessary precautions to protect all Grantor's utilities within this easement is granted.

E. Insofar as Parcels One and Two are concerned, this easement shall terminate as to them upon the completion of construction of the above described project.

F. It is agreed and understood that this easement shall not prevent the future use of the above-described property by Grantor, its board and agencies, for the purpose of constructing, operating and maintaining thereupon and there across bridges and utility transmission lines; provided that the plans thereof shall be submitted to and approved by the Secretary of the Army or his delegated representative, acting through the Grantee, its successors and assigns, and further provided that said construction, when completed, shall not interfere with flood control.

4. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27946

GRANTING TO THE AMERICAN LEGION OF BEXAR COUNTY, TEXAS, INC., A FRANCHISE FOR A PERIOD OF TEN YEARS, TO MAINTAIN BENCHES ON PUBLIC PROPERTY AT LOCATIONS TO BE DESIGNATED AS HEREIN PROVIDED UNDER TERMS AND CONDITIONS HEREIN SPECIFIED.

*amended by  
Ordinance 28,335  
February 25, 1960  
Paragraph 1, (b), (I), (L)*

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

1. Permission and authority is hereby granted to the American Legion of Bexar County, Texas, Inc., hereinafter called "Legion", a corporation created and existing under and by virtue of the laws of the State of Texas, to place and maintain, upon public property controlled by the City of San Antonio, herein after called "City", benches for the use and convenience of the patrons and users of buses operated by the San Antonio Transit System, and to use and employ the backs of said benches for advertising sold by Legion, subject to the following terms and conditions:

a. The permission and authority hereby granted shall be for a term beginning on February 2, 1960, and ending February 1, 1970, unless sooner terminated as hereinafter provided.

b. The benches to be placed on public property pursuant to this franchise shall be constructed in a substantial and durable manner with concrete base and sides, with wooden or plastic seats and backs. Said benches shall be attractive in appearance and shall be secured to the ground by metal strips and bolts in a durable safe manner. Said benches shall at all times be maintained in such manner as to present a neat appearance and not be dangerous or constitute a menace to the safety or well-being of any person.

c. Said benches shall be placed only at locations which are utilized as regular bus stops by buses operated by the San Antonio Transit System, and shall in all cases be placed and maintained in the parkway between the paved portion of the street and the sidewalk, or if all the land controlled by the City adjacent to the street be paved for use as a pedestrian sidewalk, then no portion of said bench shall extend more than five feet inward from the paved or travelled portion of said adjacent street. Provided, however, that in no event shall any such bench be placed on public property unless and until:

(1) The location of each bench has been approved by the City Manager. Before any location will be considered for approval by the City Manager, Legion must file with the City Clerk an application showing the proposed location of said bench and the identification mark to be placed on said bench as hereinafter required; an acknowledged instrument in writing signed by the adjacent property owner consenting to the placing of said bench at said location; a certificate from the city Traffic Engineer approving the location; and a letter from the Manager of the San Antonio Transit System stating that, in his opinion the placing of a bench at such location is desirable as a convenience to the patrons and users of the buses operated by said Transit System.

(2) The Legion has, prior to February 2, 1960, filed with the City Clerk a policy of public liability insurance, naming the City of San Antonio as insured, issued by an insurance company authorized to do business in Texas, insuring the City against any loss resulting from the placing or maintaining of any benches on public property by Legion or its contractees. The limits of said policy shall be \$25,000.00 for personal injury to one person and \$100,000.00 for personal injuries resulting from any one accident, and \$5,000.00 for property damage. Said policy shall expressly provide that no cancellation thereof shall be effective unless written notice of the intent to cancel has been personally served on the City Clerk at least 30 days prior to the effective date of the proposed cancellation. Said policy shall protect the City against all loss, within the limits above prescribed, resulting from the existence of said benches on public property, whether at an approved location or not, as well as from defects in the streets or sidewalks resulting from the installation or removal of any such bench, unless such defect results from the removal of any such bench by an officer or employee of the City in the performance of his duties.

(3) Legion has filed with the City Clerk a performance bond, executed by a corporate surety authorized to do business in Texas, in the amount of \$5,000.00, guaranteeing full, faithful and timely performance by Legion of all obligations imposed on Legion by this ordinance.

d. As consideration for this franchise and the use of the public property herein contemplated to be used, Legion expressly agrees to make the following payments to the City:

(1) The sum of \$930.00 annually, the first payment to be made on or before February 2, 1960, and a like payment to be made on or before the 2nd day of February of each year that his franchise remains in effect.

(2) A monthly payment equal in amount to 33 1/3% of all money received by Legion during the preceding month for advertising placed on said benches as herein provided. In this connection, the term "all money received by Legion" shall include all money which Legion was entitled to receive for said advertising, whether Legion actually collected said money or not, as well as money actually received by Legion for said advertising. It is expressly understood that Legion may, with prior consent of the Council, assign its right to sell advertising space on said benches. In case of such proposed assignment, the contemplated contract between Legion and its proposed assignee, which shall specify the rates to be charged by such assignee for such advertising space, and the amount to be paid Legion by such proposed assignee, must be submitted to the City Council for approval, and no such assignment shall be effective until the City Council shall have approved such proposed contract. The City Council expressly reserves the right to attach such conditions to its approval as it may deem proper. If such proposed assignment is approved, the assignee shall be bound by all the terms and conditions of this ordinance, including the filing, in addition to that filed by Legion, of a public liability insurance policy as required by Section 1 a. (2) of this ordinance within 15 days after Council approval of such assignment. It is further expressly understood that approval of such assignment shall in no way relieve Legion of the duties and liabilities imposed on Legion by this ordinance. In case of such assignment, payment to City monthly of an amount equal to 33 1/3% of the money which Legion receives, or is entitled to receive as consideration for such assignment, shall constitute compliance with the requirement of the monthly payment required by this paragraph. Such monthly payments shall be made at the office of the Director of Finance on or before the 10th day of the month following the month for which such payment is made.

e. The City expressly reserves the powers specified in Sections 132, 135, and 136 of the City Charter. If there be no Supervisor of Public Utilities as contemplated by Section 136 of said Charter, the powers therein vested in the Supervisor of Public Utilities shall be exercised by the City Manager or the person designated by the City Manager.

f. Legion shall comply with the requirements of Section 133 of the City Charter.

g. Legion shall keep true and complete books of account on the business conducted pursuant to the authority herein granted in the form and manner specified by the Director of Finance of the City, which said books shall be, on demand by the Director of Finance of the City, which said books shall be, on demand by the Director of Finance, be produced for inspection at the office of the Director of Finance. In addition, at the time of making the monthly payments herein required, the Director of Finance shall be furnished a verified statement of all money received during the preceding month from the sale of advertising.

h. Legion, shall, at its own expense, confirm its installation of benches to any changes of grade made by the City in the public ways.

i. Legion shall, at its own expense, remove all benches which, in the opinion of the City Traffic Engineer, constitute a hazard to vehicular or pedestrian traffic and shall, at its own expense, make such alterations or modifications in its bench installation as shall be necessary, in the opinion of the City Traffic Engineer, to eliminate hazards to vehicular or pedestrian traffic.

j. Failure of Legion, or its assignees, to comply promptly with all terms and conditions of this ordinance shall give the City Council the right to revoke the authority and permission hereby granted summarily and without notice to Legion or its assignee.

k. The City Council expressly reserves the right, upon 90 days' notice to Legion, to terminate this grant when the exercise of the rights herein granted shall be deemed by the City Council to be inconsistent with the public use of the property of the City, or when, in the opinion of the City Council, the same may become or create a nuisance.

1. Should any bench be placed on public property without the approval of the Council, or should Legion fail to remove, or cause to be removed, any bench when ordered to do so by the Traffic Engineer within 5 days after such removal is requested by the Traffic Engineer in writing, Legion and its assignees shall pay to the City the sum of \$5.00 per day per bench for each day that such bench remains unremoved after the expiration of such 5-day period. In addition, after the expiration of said 5-day period, the traffic Engineer may cause such bench to be removed, in which event City shall in no way be liable to Legion or its assignee and may sell said bench or otherwise dispose of it in any manner deemed proper by the City Manager. In the event of such removal by the Traffic Engineer, Legion shall within 5 days of receipt of a statement from the Director of Finance showing the cost of such removal, pay to City, at the office of the Director of Finance, the cost of such removal.

2. Upon termination of this franchise, all benches which have been placed on public property by Legion or its assignees shall become the property of the City of San Antonio.

3. This ordinance shall not be finally passed until its third and final reading, which readings shall be at three separate regular meetings of the Council, the last of which shall take place not less than 30 days from the date of its first reading.

4. PASSED AND APPROVED on first reading this 10th day of September, 1959, and publication hereof is ordered to be made once in the "Commercial Recorder", a newspaper of general circulation published in the City of San Antonio, advising that a public hearing will be held on this franchise at 9:30 A. M., in the Council Chamber, City Hall, on the \_\_\_\_\_ day of \_\_\_\_\_, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:  
/s/ J. FRANK GALLAGHER  
City Clerk

5. PASSED AND APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 1959.

Attest

City Clerk

Mayor

6. PASSED AND APPROVED on third reading this \_\_\_\_\_ day of \_\_\_\_\_, 1959.

ATTEST:

CITY CLERK

Mayor

AN ORDINANCE 27947

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE CERTAIN REFUNDS TO VARIOUS PERSONS AND CONCERNS DUE TO OVERPAYMENTS AND DUPLICATE PAYMENTS OF TAXES.

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

1. That the Director of Finance is hereby authorized to make the following refunds, out of

(1) Amount: \$225.74 Account 303, to the persons and concerns indicated:

Payable to: Norman Bodet, Jr.  
Alamo National Bank Building  
San Antonio, Texas

Reason: Refund of double payment made on lot tract 6-23.09 Ac. NCB 11681, Account No 156-33.16 of 1953 school taxes. Payment made August 10, 1959 and again August 11, 1959.

(2) Amount: \$311.35

Payable to: Catholic Life Insurance Company  
122 Lexington  
San Antonio, Texas

Reason: Refund of doublepayment made on Lot 12, Block 18, NCB 1747, Account No. 27-2317. Previously paid May 25, 1959, and again July 31, 1959.

(4) Amount: \$377.07  
 Payable to: Federal Savings & Loan Association  
 307 East Pecan Street  
 San Antonio, Texas

Reason: Refund of doublepayment made on Lot E. 50' of Lot 20 and W. 35' of Lot 21, NCB 9076, Account No. 114-1438. Previously paid June 15, 1959, and again July 31, 1959.

(5) Amount: \$576.47  
 Payable to: John Dental Supply Company  
 115 Seventh Street  
 San Antonio, Texas

Reason: Refund of doublepayment made on Lot E. 130' of 1 & 2, Blk. 9, NCB 439, Account No. 9-419. Previously paid May 27, 1959 and again July 31, 1959.

(6) Amount: \$259.28  
 Payable to: G. S. McCreless  
 3522 South New Braunfels  
 San Antonio, Texas  
 Reason: Refund of overpayment on Account No. 81-3248, Lot 6, Block 8, NCB 7381 on 1958 taxes

(7) Amount: \$900.22  
 Payable to: Mountjoy Company  
 514 5th Street  
 San Antonio, Texas

Reason: Refund of doublepayment made on Lot 5, Block 15, NCB 433, Account No. 9-364. Previously paid July 31, 1959 and again July 31, 1959.

(8) Amount: \$237.75  
 Payable to: Nowotny, Monroe  
 907 Roosevelt  
 San Antonio, Texas

Reason: Refund of doublepayment made on Lot 1, 2 & 3, Blk H, NCB 11644, Account No. 593-2095. Previously paid May 22, 1959 and again July 31, 1959.

(9) Amount: \$229.68  
 Payable to: San Antonio Savings & Loan  
 401 Navarro  
 San Antonio, Texas

Reason: Refund of doublepayment made on Lot SW 150' of 185, 186 & 187, Blk. H, NCB 4360, Account No. 99-1519. Previously paid July 31, 1959 and again July 31, 1959.

2. It is requested that the above refund checks be forwarded to the Tax Assessor & Collector for delivery to the respective parties.

PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
 Mayor

ATTEST:  
 /s/ J. FRANK GALLAGHER  
 City Clerk

✓  
AN ORDINANCE 27948

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 of his duly authorized representative, and the City Attorney of his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264-2, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW THEREFORE,

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

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

OWNER - Ace Printers - 1957 - - Account No. A004066-0100

The foregoing named concern was not in operation June 1, 1957 and the personal property taxes for that year in the amount of \$3.19 should be removed from the delinquent roll.

OWNER - Richard Adams, Sr. - 1953 through 1958 - Lot 86, Blk. 5, NCB 11616- Account No. 593-1724

The foregoing described property consists of a vacant lot and does not abut any public street. It is recommended that the assessed valuation be reduced from \$980 to \$520 for the years involved. \$61.30 to be collected.

OWNER - Len Lottie Bethge - Account No. B004989-0000 - 1958

The personal property taxes in the amount of \$3.19 pertaining to apartment furniture were erroneously assessed against the foregoing named person in 1958 and the same should be deleted from the records.

OWNER - Werner O. and Katherine Borchert - Lot C, Blk. D, NCB 1756-Account No. 27-2443 - 1958

As a result of a recent inspection of the foregoing described property by a City Building Appraiser, it is recommended that the improvement valuation be reduced from \$3470 to \$2610. Taxes in the amount of \$83.26 are to be collected.

OWNER - City of San Antonio - Lot 42, Block 2, NCB 7646 - Account No. 542-122, 1954 and 1955.

The foregoing described property is owned by the City of San Antonio and taxes erroneously assessed against the same for the years involved should be deleted from the delinquent tax roll.

OWNER - City of San Antonio - Lot 21, Blk. 100, NCB 8176 - Account No. 81-7621 - 1946.

The foregoing described property now constitutes part of a public street, the taxes assessed against the same for 1946 in the amount of \$154 should be deleted from the delinquent roll.

OWNER - City of San Antonio - S. Irr. 65' of 23, Blk. 7, NCB 10379 - Account No 132-4048 - 1958.

The foregoing described property was purchased by the City of San Antonio for expressway purposes in 1957 and taxes erroneously assessed against the same for 1958 should be deleted from the roll.

OWNER - City of San Antonio - S. Irr. 10' of 21, Blk. 7, NCB 10379 - Account No. 132-4044-1958.

The foregoing described property was purchased by the City of San Antonio for expressway purposes in 1957 and taxes erroneously assessed against the same for 1958 should be deleted from the roll.

OWNER - City of San Antonio - S. Irr. 40' of 22, Blk. 7, NCB 10379 - Account No. 132-4046-1958.

The foregoing described property was purchased by the City of San Antonio for expressway purposes in 1957 and taxes erroneously assessed against the same for 1958 should be deleted from the roll.

OWNER - Cottage Inn - Account No. 6225-1000 - 1954 and 1955.

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

OWNER - Rutilla De La Cruz - W. 14' of E. 29.67' of S. 80' of 31, Blk 4, NCB 2922 - 1953 through 1958 - Account No. 45-2212 - \$111.29 due

An improvement valuation of \$2630 was charged against the foregoing described property for the years involved, however an inspection of the premises by a City Appraiser reflects that the actual amount of improvements should have been only \$580. The 1959 tax records have been corrected accordingly.

OWNER- Curley's Ice House - Account No. 6353 - 1952, 1955 and 1956  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the above years be removed from the delinquent roll.

OWNER- Davis Barbecue House - Account No. 6433-5500 - 1954, 1955, 1956 and 1957.  
The whereabouts of the former owner of the foregoing business is unknown and it is recommended that the personal property tax assessment for the years involved be removed from the delinquent roll.

OWNER-Day's Barbecue - Account No. 6463-100 - 1954.  
The whereabouts of the former owner of the foregoing business is unknown and it is recommended that the personal property tax assessment for the year<sup>1954</sup> involved be removed from the delinquent roll.

OWNER-Delfina's Grocery-Account No. 6564-5050-1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Delight Beauty Shop - Account No. 6574 - 1955 through 1957  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Dellerman Pipe and Supply Company - Account No. 6576 - 1955.  
The former owner of the foregoing named concern has moved out of the City of San Antonio and it is recommended by the Tax Attorney that the personal property assessment for the year 1955 be removed from the delinquent tax roll as it is deemed uncollectible.

OWNER - Daimon Auto Parts - Account No. 6604-1000 - 1954 through 1957.  
The former owner of the foregoing named concern is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER- Dietzel Manufacturing Company - Account No. 6646-100 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER- Dixie Land Lounge - Account No. 6678-100 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER-Al Drexler - Account No. 6762-5000 - 1955 through 1957  
The foregoing named person has been deceased about three years with no known assets remaining in his estate. It is recommended by the Tax Attorney that the personal property taxes involved amounting to \$34.89 be deleted from the roll.

OWNER - Drive In Auto Parts - 1955 and 1956 - Account Nos. 6765-5000 and 6765-5002  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER- E. A. Drive Inn - Account No. 6827-1000 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - East Wood Service Station - Account N. 6862-5150 - 1955 and 1956  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property assessments for the year involved be removed from the delinquent roll.

OWNER - Eddie's Ice Station - Account No. 6888-150 - 1955 and 1956  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property assessments for the years involved be removed from the delinquent roll.

OWNER - Edna's Cafe - Account No. 6898-110 - 1955 and 1956.  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER:- Edna's Cafe and Bar - 1954 and 1956 - Account No 6898-2000  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Leon Elizondo - Lot 10m Blk. 84, NCB 3679 - Account No. 509-81- 1958.  
The 1958 tax roll reflects an improvement valuation of \$1120 on the foregoing described property, however due to one of the building being wrecked in 1957 the assessed valuation should be reduced in the amount of \$730. Taxes in the amount of \$23.13 are to be collected.

OWNER - Ray Ellison - 14.33 Ac. NCB 7530 - Account No. 521-2409 - 1958  
The foregoing described property was double assessed in 1958 and our records should be corrected to reflect a single assessment.

OWNER - Elmers - Account No. 7-26-6100 - 1955 and 1957

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

OWNER - El Monte Market - Account No. 6954 - 1955 and 1956.

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

OWNER - El Paso Cleaners - Account No. 6962- 1955

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

OWNER - Employers Group Insurance Company - Account No. E007043-0100 1958

The foregoing named concern was double assessed in 1958 in regard to its personal property assessment and our records should be corrected to reflect a single assessment.

OWNER- Erlendson Piano Company - Account No. 7061-150 - 1955

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

OWNER - Family Ice Station - Account No. 7166-1000 - 1954 and 1955

The former owner of this business is no longer in San Antonio and his present whereabouts is unknown. It is recommended by the Tax Attorney that assessments for 1954 and 1955 be deleted from the delinquent roll.

OWNER - Felos Place - 1954 through 1957

The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Faustino Flores - E. 2' of N. 80' of Lot 10 and W. 31' of N. 80' of Lot 9, Block 3, NCB 2933, Account No. 45-2380 - 1945 through 1951

Lot 9, Block 3, NCB 2933 has heretofore been separated into four parcels and all taxes appearing on the rolls assessed against the parcel described as the E. 2' of N. 80' of Lot 10 and W. 31' of N. 80' of Lot 9, have been paid. Assessments for the years involved under Account No. 45-2380 should be deleted from the delinquent roll.

OWNER - M L Franzen, Trust - E. 213.5' of 62 and All of 62A, Blk. G, NCB 8397 - Account No. 99-2345 - Code No. 2700 - 1958.

The foregoing described property was double assessed in 1958 and our records should be corrected to reflect a single assessment.

OWNER - Friendly Corner - Account No. 7485-100 - - 1955 through 1957

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

OWNER - FRONTIER AMUSEMENT COMPANY - Account 7496-100 - 1955 and 1956

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

OWNER - Gabel Courts - Account No. 7531-2500 - 1954, 1955 and 1956

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

OWNER - Evert M. Geerts - Account No. 7678-5100 - 1955

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Ray Gehring - Account No. 7679-100 - 1955

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 be removed from the delinquent roll.

OWNER - Genard Brothers - Account 7685 - 1954.

The above named concern was not in operation on June 1, 1954 and the personal property assessment pertaining to that year should be deleted from the delinquent roll.

OWNER - Genaro's Bar - Account 7684-100 - 1955

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

OWNER - Gene Food Market - Account No. G007688-0000 - 1957

The foregoing named business was double assessed in 1957 and our records should be corrected to reflect a single assessment.

OWNER - George's Grocery and Market - Account No. 7711-1100 - 1955.

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

OWNER - George's Shamrock Ice House - Account No. 7714-1000 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent tax roll.

OWNER - The Gift Mart - Account No. 7740-100 - 1956  
The foregoing named concern is no longer in operation and we have been unable to locate the former owner thereof. It is recommended by the Tax attorney that the delinquent 1956 assessment be deleted from the roll.

OWNER - Golden Slipper Dinner Club - Account No. 7815 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER - Felix Gonzales - 7-3 Acres remaining in LA and 2A on E. side of Hwy 66 exc. 8 acs. to River Authority, NCB 7674 - Impts. Only Account No. 524-756 - 1950 through 1953  
Taxes on the foregoing described real estate were paid for the years involved, however an improvement valuation remained on the tax rolls and should now be removed therefrom.

OWNER - Great National Life Insurance Company - Account No 8--4-5002 - 1955  
We have been unable to locate the former owner of the foregoing named business and it is recommended that the personal property tax assessment for the years involved be removed from the delinquent roll.

OWNER - Grun Grocery - Account No. 8-60-2000 - 1954 and 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the years involved be removed from the delinquent roll.

OWNER - Richard Gutierrez - Account No. 8154 - 1955 through 1957  
We were unable to obtain service of citation on the foregoing named person and his present whereabouts are unknown. It is recommended that the personal property taxes for the years involved be deleted from the delinquent roll.

OWNER - H. & H. Auto Sales - Account NO. 8162-100 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - W. T. Hailey Service Station - Account No. 8187-100 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Hairston's Food Store - Account No. 8191-100 - 1955.  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Happy Hour Lounge - Account No. 8263-5502 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1955 be removed from the delinquent roll.

OWNER - Harry's Drive Inn - Account No. 8322-1000 - 1954 through 1956.  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Elsie Hatfield - Pt. of No. 1 Arb. 14 (W. side of Hwy.), NCB 7674 - Account No. 524 - 754 - 1948.  
Taxes on the foregoing described property for 1948 have been paid, however through error the same remained on the delinquent roll and should now be removed therefrom.

OWNER - Hayes Rents Cars and Truck, A corp., Earl - Account No. H00 8364-1500 - 1958  
It is recommended that the foregoing account be cancelled from the 1958 City tax roll as an investigation reveals that the vehicles were registered as of January 1, 1958, in Dallas County and taxes for 1958 were paid in Dallas, Texas. Our assessment as of June 1, 1958, under the circumstances, amounted to double taxation therefore same should be cancelled. Arrangements have been made with this Firm to render 1959 vehicles in San Antonio.

OWNER - Hickerman's Service Station - Account No. -8492-100 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be deleted from the delinquent tax roll.

OWNER - Highland Variety Store - Account No. 8527 - 1955.  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Jeff Hinton - Account No. 8570-1000 - 1954 and 1955  
The whereabouts of the foregoing named persons is unknown and it is recommended that the personal property tax assessment for the years involved be removed from the delinquent roll.

OWNER - Holes, Inc. - Account No. 8608-150 - 1955 through 1957.  
The foregoing personal property involved was not located in the City of San Antonio on June 1, 1955 and it is recommended that the tax assessments for the years 1955 through 1957 be removed from the delinquent roll.

OWNER - Holly Stores of Tyler Inc., - Account No H008606-0100 - 1958  
The foregoing named concern was not in business on June 1, 1958 and personal property taxes erroneously assessed for that year should be deleted from the roll.

OWNER - Independent Production Company - Account No. 8890 - 1954 and 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent tax roll.

OWNER - Irving Meat Market - Account No. 8839 -100 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the above year be removed from the delinquent roll.

OWNER: Jack's Grill and Bar - Account No. 8873-5000 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1955 be removed from the delinquent roll.

OWNER: M. R. Jackson - Account No. 8888-1050 - 1955 and 1956.  
The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Jim's Spaghetti House - Account No. 8971-100 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Jimmie's Used Cars - Account No. 8979-1000 - 1954 and 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Joes Dairy Store - Account No. 8982-1000 - 1954 and 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the years involved be removed from the delinquent roll.

OWNER - John And Dub - Account No. 9004 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Joe's Drive Inn - Account No. 8986 - 1954.  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Johnstone's Drugs - Account No. 9061-1000 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Kennedy Associates - Account No. K009214-1000 - 1954  
The foregoing named concern was not in operation on June 1, 1954, taxes erroneously assessed against the same for that year should be deleted from the roll.

OWNER - Walter A. Klein - Account No. 13057 - 1952  
The foregoing named person was adjudicated a bankrupt in Cause No. 2260, U. S. District Court in May, 1953. Personal property taxes for 1952 are to be deleted from the roll.

OWNER - August and Fried Koch - Account No. 75-2038 - Lot 3, NCB 6921 - 1940  
The foregoing described property was double assessed in 1940 and our records should be corrected to reflect a single assessment.

OWNER - Koronado Grocery - Account No. 9348 - 1954  
We have been unable to locate the former owner of the foregoing described concern for the purpose of serving citation. It is recommended that taxes for 1954 in the amount of \$26.93 be removed from the rolls.

OWNER - La Fayette Hotel - Account No. 9517 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - La Higienica Number 2 - Account No. 9447 - 1954.  
The former owner of the foregoing named concern has moved out of the United States and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 be removed from the delinquent tax roll as it is deemed to be uncollectible.

OWNER - Lake Bar - Account No. 9526-1000 - 1954 through 1956  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Lakeview Service Station - Account No. 9533-1000 - 1954  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Las Misiones Cafe - Account No. 9578-1150 - 1955  
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Laundramat - Account No. 9604 - 1955 through 1957.

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

OWNER - Jeddie Le Goss - Account No. 9673-100 - 1955 through 1957.

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Leroy's Gulf Service Station - Account No. 9712-1000 - 1954 and 1955

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Lilly's Drive Inn - Account No. 9781-2000 - 1954 through 1956.

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

OWNER - The Loafer - Account No. 9835-1000 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER:- P. A. Lockhart - Lot 8 exc. E. 5', NCB 10599 - Account Nos. 572-2982 through 2986 - 1958

The foregoing described property was double assessed in 1958 and our records should be corrected to reflect a single assessment.

OWNER - Paul Lockhart - Account No. 98-100 - 1955 through 1957

Mr. Paul Lockhart was no longer in business on June 1, 1955 and the personal property tax assessments pertaining to the year involved should be deleted from the roll.

OWNER - Longhorn - Account No. 9881-5502 - 1954 and 1955

We have been unable to locate the former owner of the foregoing named tavern. It is recommended by the Tax Attorney that assessments for the years involved be deleted from the delinquent roll.

OWNER - Phillip Lopez Grocery and Market - Account No. 9909-100 - 1955 and 1956.

The former owner of the foregoing named concern has moved out of the City of San Antonio and it is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent tax roll as they are deemed to be uncollectible.

OWNER: Lotos Cafe - Account No. 9925-150 - 1955

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

OWNER - Louis Feed Mill - Account No. 9926-6100 - 1955.

The foregoing personal property involved was not located in San Antonio on June 1, 1955 and it is recommended that the tax assessment for the year involved be removed from the delinquent roll.

OWNER - Lucky 7 - Account No. 9968-1000 - 1954 and 1955.

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

OWNER - Margaret's Drive Inn - Account No. 10119-100 - 1955 and 1956.

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

OWNER - Maria's Place - Account No. 10124-5502 - 1954 and 1955

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

OWNER - Marie's Place - Account No. 10124-6500 - 1954 and 1955

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

OWNER - Marin Machine Works - Account No. 10126 - 1955.

The above Corporation was dissolved in 1946 with no known assets and it is recommended that the personal property tax involved be deleted from the delinquent roll.

OWNER - L. A. Marknosky - Lot 10, Block 26, NCB 7098 - Account No. 178-1387 - 1953 through 1958  
\$295.77 to be collected.

Due to age and condition of the improvements located on the foregoing described property, it is recommended by the City Appraiser that 5% additional depreciation be allowed in computing the assessed valuation.

OWNER - Helen Marsh Beauty Salon - Account No. 10145-150 - 1955

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

OWNER- Ed Martinez - Account No. 10196 - 1954 and 1955

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Mona Ella Matthews - Account No. 10257 - 1955 and 1956

The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property assessments for the years involved be removed from the delinquent roll.

OWNER - Mattie's Drive Inn - Account No 10261 - 100 - 1955 and 1956

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

OWNER - Mayen Plumbing Company - Account No. M010290-0000 - 1957.

The foregoing named ~~business is unknown and it is recommended that the personal property tax assessments for the years involved be removed from the delinquent roll~~ concern was not in operation on June 1, 1957, personal property taxes assessed against the same for that year in the amount of \$4.78 should be deleted from the roll.

OWNER - Mayers Magnolia Service Station - Account No. 10293-100 - 1955 and 1956

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

OWNER - Mayfield Park Locker Plant - Account No. 10295-100 - 1954 through 1957.

The former owner of the foregoing named concern has moved out of the City of San Antonio and it is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent tax roll as they are deemed to be uncollectible.

OWNER - N. L. Maynard - Account No. 10297-100 - 1955

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the year involved be removed from the delinquent roll.

OWNER - Maytag Automatic Laundry - Account 10300 - 1954 and 1955

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

OWNER - McBride Oil and Gas Corporation - Account No. 10310-1000 - 1954

We have been unable to ascertain ownership of the foregoing named corporation, and it is recommended that the personal property assessment for the year 1954 be removed from the delinquent roll.

OWNER - Mc's Ice Station - Account No. 10304-1000 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER - Meginnis Garage - Account No. 10433 - 1954 and 1955

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

OWNER - Mert's Ice House - Account No. 10503 - 1954

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

OWNER - Henry Miller - Account No. 10616-100 - 1955 through 1957.

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Minnie's Place - Account No. 10646-100 - 1955 and 1956

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

OWNER - Mission Auro Sales - Account No. 10659-1000 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER - Missouri Pacific RR Company - Lots 1, 2, 3, 4, 5 and 16, 17, 18, 19, and 20, Blk. 99, NCB 238 - Item No. 57 - Account No. 6-670 - 1954 and 1955 - Impts. Only.

All realty taxes on the foregoing described property have been paid, however the assessments pertaining to the improvements that have heretofore been wrecked remained on the roll and should now be removed therefrom.

OWNER - Fred P. Montez and Henry G. Ruiz - Account No. 10768 - 1952 through 1954.

The whereabouts of the foregoing named persons is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the years involved be removed from the delinquent roll.

OWNER - Mrs. Mac's Cake Shop - Account No. 10022-20000 - 1954 through 1957.

We were unable to obtain service of citation on the former owner of the foregoing named business and her present whereabouts are unknown. It is recommended that the delinquent personal property taxes for the years involved be deleted from the delinquent roll.

OWNER - Georgia Muller - Account No. 10913-100 - 1955.

The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 be removed from the delinquent roll.

OWNER- Nando's Place - Account No. 10959 - 1954

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

OWNER - Jack Neal Sales Company- Lots 13 and 14, NCB 6907 - Account No. 75-1743 - 1958

The foregoing described property consists of a vacant lot, however through error an improvement valuation was charged against the same for 1958 and should now be removed from the delinquent roll. Taxes in the amount of \$31.90 are to be collected.

OWNER - Nolan Club - Account No. 11163 - 1954

The foregoing named concern was not in operation on June 1, 1954 and the personal property assessment pertaining to that year should be deleted from the delinquent roll.

OWNER - Northwest Press - Account No. 11199-5002 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER - Oasis Dinner Club - Account No. 11224 - 1955

The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property assessment for the year 1955 be removed from the delinquent roll.

OWNER - Olive Lamar Apartments - Account No. 11280 - 1955

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

OWNER: Augustin Orta - Lot 22, Blk 27N, NCB 7750 - Account No. 524-2527 - 1957

The foregoing described property consists of a vacant lot, however through error an improvement valuation was charged against the same for 1957 and should now be removed from the delinquent roll. Taxes in the amount of \$7.06 are to be collected.

OWNER - Out Yonder Tavern - Account No. 11368-2000 - 1954 and 1955.

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

OWNER - P. and S. Lounge - Account No. 11380-250 - 1955.

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

OWNER - Pacific Finance Company - Account No. PO 11387 - 1957.

A review has been made of the assessed valuation of the foregoing concerned personal property for 1957 and it is recommended by the Tax Attorney that the same be adjusted to conform with the assessment for 1958. All other taxes have been paid. Taxes in the amount of \$133.98 are to be collected.

OWNER - Vicente and Ramona Z Padilla - E. 1/2 of 153, NCB 8596, Account No. 539-1320 - 1947 and 1948.

The foregoing described property consists of a vacant lot, however through error an improvement valuation was charged against the same for 1947-48 and should now be removed from the delinquent roll. Taxes in the amount of \$6.48 are to be collected.

OWNER - Page Motor Sales - Account No. 11394-1000 - 1954

The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER- P. M. Peugh - Account No. 11647-200-1955.

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

OWNER: The Place - Account No. 11732-5002 - 1953

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1953 be removed from the delinquent roll.

OWNER- Pleasure Spot - Account No. 11758-2000 - 1954

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1954 be removed from the delinquent roll.

OWNER - F. R. Pittman - Lot 723, NCB 9484 - Account No. 557-2203 1953 through 1958.

A recent inspection was made of the foregoing described property by a City Appraiser and due to the age and conditions of the improvements thereon, it is recommended that the assessed valuation for the years involved be reduced from \$4620 to \$3780. Taxes in the amount of \$445.67 are to be collected.

OWNER - Quarter Mile Club - Account No. 11917-100 - 1955

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

OWNER- S. A. Belt and Terminal R. R. MKT - Tril 204.21 Ac. Tril Bet H.ardS A R and W and Muegge, Item No. 2, NCB 10127 Account No. 129-2233 - 1954

The foregoing described property was double assessed in 1954 and our records should be corrected to reflect a single assessment.

OWNER - Saddle and Sirloin - Account No. 12532 - 1953

The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the year 1953 be removed from the delinquent roll.

OWNER - San Antonio Independent School District - 5 acres out of Palfrey Reserve (102.45 Ac) NCB 10848 - Account No. 141-1303 - 1955.

The foregoing described property was exempt from taxes in 1953, however through error taxes were assessed against the same and should now be deleted from the roll.

OWNER - Aniceto Sandoval - Lot 29, Block 3, NCB 11967 - Account No. 599-9232 1953 through 1958.

Due to a clerical error the foregoing described property was assessed at a valuation of \$670, whereas the correct amount should have been \$310. Taxes in the amount of \$36.57 are to be collected.

OWNER Scobey Warehouse - Municipal Airport - Impts. Only - NCB 8644, Account No. 542-783 1953 and 1954

An improven valuation was erroneously charged against the foregoing described property for the years 1953 and 1954 and same should now be deleted from the delinquent roll.

OWNER - Society of St. Theresa of Jesus - Lots 1 to 7, Block 1, NCB 3175, Account No. 48-3561 - 1925

The foregoing described property has heretofore been granted tax exemption, however through error taxes were assessed against the same for 1925 and shuld now be deleted from the delinquent roll.

OWNER - U. S. Heat Treating Company - Account No. 14309-1000 - 1947

In view of the fact that the foregoing named concern is no longer in operation and the enforced collection of personal property taxes for 1947 have become barred by the Statute of limitations, it is recommended by the Tax Attorney that assessments for that year be deleted from the delinquent roll.

OWNER - Unknown Owner - Lot 30, Block 5, NCB 11948 - Account No. 599-961 1952 and 1953 Taxes were erroneously assessed against the foregoing described property under Account No. 599-961 and the same should be deleted from the delinquent roll.

OWNER- Bryan J. Wright - Account No. W014964-1002 - 1958

The foregoing personal property was double assessed in 1958 and our records should be corrected to reflect a single assessment.

PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27949

EXTENDING FOR ONE (1) YEAR A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE HARLANDALE LITTLE LEAGUE FOR THE USE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF SAN ANTONIO.

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

1. The lease contract between the City of San Antonio and the Harlandale Little League adopted on October 2, 1958, by Ordinance No 26977, is hereby extended for a one (1) year period from October 1, 1959, to September 30, 1960, subject to the same terms and conditions as exist in the present lease contract.

2. PASSED AND APPORVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27950

AUTHORIZING THE CITYMANAGER TO ABANDON, CLOSE AND QUITCLAIM THE ALLEY IN NCB 12592 TO DELLCREAST, INCORPORATED.

WHEREAS Dellcrest, Incorporated has petitioned for the abandoning, closing and quitclaiming to it of the alley which runs East and West in NCB 12592, and as consideration therefor has agreed to pay \$225.00, in cash and to replat a portion of New City Block 12592; and

WHEREAS, the said abandoning, closing and quitclaiming has been approved by the various City departments; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to abandon, close and execute a quitclaim deed to the alley running East and West in NCB 12592 to Dellcrest, Incorporated, for and in consideration of \$225.00 in cash. The quitclaim deed is not to be executed until such time as the aforementioned replatting of a portion of NCB 12592 has been carried out and approved by the City.

2. PASSED AND APPROVED this 10th day of September, A. D., 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27951

✓  
CONSENTING TO THE INSTALLATION OF CERTAIN WATER FACILITIES  
BY THE BEXAR METROPOLITAN WATER DISTRICT WITHIN THE CITY  
LIMITS OF THE CITY OF SAN ANTONIO.

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

1. Consent is hereby given to Bexar Metropolitan Water District for the installation of feeder mains at the following locations within the City of San Antonio:

- (a) At Oppenheimer Street from Mayfield Boulevard south to Hutchins Place, approximately 5700', shown on Plat "A".
- (b) At Bascum Street from Deely south to Ashley Road, approximately 1300', shown on Plat "B";
- (c) At Pleasanton Road from Hitchins Place south to East Petaluma, approximately 2400', shown on Plat "C".

2. The locations of the water facilities mentioned in Paragraph #1 hereof are more fully described and marked on Plats "A", "B", and "C", which are attached hereto and made a part hereof.

3. PASSED AND APPROVED this 10th day of September, 1959.

/s/ J. EDWIN KUYKENDALL  
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

AN ORDINANCE 27952

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

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

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

(Case No. 1171)

The rezoning and reclassification of the North 70' of S. 140' of Tract B, NCB 10737 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 10th day of September, A. D., 1959.

ATTEST:

/s/ J. FRANK GALLAGHER  
City Clerk

/s/ J. EDWIN KUYKENDALL  
Mayor

AN ORDINANCE 27, 953

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

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

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

(Case No. 1090)

The rezoning and reclassification of newly platted Lot 37, NCB 600, from "D" Apartment District to "K" Commercial District.

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

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

4. PASSED AND APPROVED this 24th day of September, A. D., 1959.

J. Edwin Kuykendall
Acting Mayor

ATTEST:
City Clerk

AN ORDINANCE 27, 954

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

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

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

(Case No. 1172)

The rezoning and reclassification of Lots 8 and 9, NCB 12180, from "A" RESIDENCE DISTRICT to "H" LOCAL RETAIL DISTRICT.

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

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

4. PASSED AND APPROVED this 24th day of September, A. D., 1959.

J. Edwin Kuykendall
MAYOR

ATTEST:
City Clerk

AN ORDINANCE 27, 455

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 PROPERTY DESCRIBED HEREIN.  
\* \* \* \* \*

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

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

(Case No. 1132)

The rezoning and reclassification of Lot 19, NCB 12592, (formerly known as Lots 13 and 14, NCB 12592) and Lot 11, NCB 12593, (formerly known as Lots 9 and 10, NCB 12593) from "A" RESIDENCE DISTRICT TO "F" LOCAL RETAIL DISTRICT.

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

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

4. PASSED AND APPROVED this 24th day of September, A. D., 1959.

J. Edwin Kuykendall  
Mayor

ATTEST: City Clerk

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AN ORDINANCE 27, 956

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CAMPBELL STEEL COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN REINFORCING STEEL FOR A TOTAL OF \$1,628.04  
\* \* \*

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

1. The attached low qualified bid of Campbell Steel Company, dated September 14, 1959, to furnish the City of San Antonio Department of Public Works with certain reinforcing steel for a total of \$1,628.04, less 1/2-1%-10 days is hereby accepted.

35-D. 2. Payment to be made from Bond Fund 479-13, Storm Drainage Project No.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
Acting Mayor

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED: Finance Director

APPROVED: Director of Public Works

APPROVED: ASST. City Attorney

- - - - -

AN ORDINANCE 27, 957

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF HASKIN PUMP SERVICE TO PLUG DEEP WATER WELLS FOR THE CITY OF SAN ANTONIO WILLOW SPRINGS GOLF COURSE FOR A TOTAL OF \$2,020.00.

\* \* \* \*

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

- 1. The attached low qualified bid of Haskin Pump Service, 1114 South Alamo Street, dated August 19, 1959, to plug deep water wells to top of Edwards Limestone at Willow Springs Golf Course for a total of \$2,020.00 is hereby accepted.
2. Payment to be made from Fund 2-01, Account No. 30-01-01 - Department of Parks and Recreation, Willow Springs Golf Course.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 24th day of September.

Max Johnson
Acting MAYOR

ATTEST: J. Frank Gallagher
City Clerk

APPROVED: Finance Director

APPROVED: Director of Parks & Recreation

APPROVED AS TO FORM: Asst. City Attorney

AN ORDINANCE 27, 958

REPEALING ORDINANCE NO. 27, 644 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW CONTRACT WITH BEXAR COUNTY AND THE BEXAR COUNTY WELFARE BOARD TO PROVIDE A PROGRAM OF CARE AND PROTECTION FOR DEPENDENT AND NEGLECTED CHILDREN IN BEXAR COUNTY FOR A TERM ENDING DECEMBER 31, 1959.

\* \* \* \* \*

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

- 1. Ordinance No. 27, 644, passed and approved June 18, 1959, is hereby repealed.
2. The City Manager is hereby authorized to enter into a new contract with Bexar County and the Bexar County Welfare Board to provide a program of care and protection for dependent and neglected children in Bexar County for a term ending December 31, 1959.
3. The contract is attached hereto and made a part hereof.
4. PASSED AND APPROVED this 24th day of September, A. D., 1959.

Max Johnson
ACTING M A Y O R

ATTEST: J. Frank Gallagher

APPROVED AS TO FORM: Asst. City Attorney

AN ORDINANCE 27, 959

MAKING A MONTH TO MONTH LEASE CONTRACT WITH DORIS A. WHITAKER AND HUSBAND, MALCOLM WHITAKER, FOR A 22.24 ACRE TRACT OF LAND ON SEGUIN ROAD TO BE USED AS A CITY GARBAGE DUMP.

\* \* \* \*

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

This Ordinance makes and manifests a Lease Agreement and contract between the CITY OF SAN ANTONIO and DORIS A. WHITAKER and husband, MALCOLM WHITAKER as follows:

- 1. Dorris A. Whitaker and husband, Malcolm Whitaker hereby lease to the CITY OF SAN ANTONIO, a 22.24 acre tract of land located on the Seguin Road, Bexar County, Texas, more fully described and indicated on the plat attached hereto and made a part hereof for all purposes.
2. The term of this lease shall be on a month to month basis effective upon execution thereof and can be terminated by either party upon thirty (30) days prior written notice.
3. The consideration for this lease shall be the mutual benefits received by both

parties.

4. The leased premises shall be used by the City for a sanitary fill or garbage and refuse dump and the City agrees to fill existing holes and leave the property in a generally level condition, but no fill will be placed in such a way as to interfere with necessary drainage in the area. Refuse placed thereon is to be covered over with a minimum of 18 inches of earth. Upon termination of this lease, all fences are to be left in as good condition as they are at present.

5. The City also assumes responsibility for any damage or injuries which might be suffered on leased property as a result of the operations covered herein.

6. Doris A. Whitaker and husband, Malcolm Whitaker, lease this property to the City of San Antonio for garbage and refuse purposes subject to salvage rights by the City or its assignee.

7. PASSED AND APPROVED this the 24th day of September, A. D., 1959.

ACTING Max Johnson  
M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: Carlos Cadena  
City Attorney  
Attachment - Plat

8. AGREED TO AND ACCEPTED this 9th day of September, A. D., 1959.

Doris Whitaker  
Malcolm Whitaker

A RESOLUTION

REJECTING ALL BIDS RECEIVED AND OPENED ON AUGUST 25, 1959, FOR RECONSTRUCTION OF NEBRASKA STREET FROM ROSARY STREET TO TERRELL STREET, AND AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR BIDS ON SAID PROJECT.

\* \* \* \* \*

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

1. All bids received and opened on August 25, 1959, for the reconstruction of Nebraska Street from Rosary Street to Terrell Street to Terrell Street are hereby rejected.

2. The City Clerk is hereby authorized and directed to re-advertise for bids on the above described project, in accordance with revised plans and specifications on file in the office of V. P. Newman, Engineering Division Head, 4th Floor, City Hall.

3. The bids shall be submitted in duplicate, the envelope containing any bid to be endorsed: "Bid on Reconstruction of Nebraska Street from Rosary Street to Terrell Street." A twenty-five dollar (\$25.00) deposit will be required from any bidder on the plans and specifications.

4. A cashier's check or bid bond payable to the order of the City of San Antonio, Texas, in an amount not less than five percent (5%) of the total bid, must accompany each bid as a guarantee that if awarded the contract, the successful bidder will promptly enter into a contract and execute a bond on the standard forms provided, as outlined in the specifications and contract documents.

5. Bids will be received in the Office of the City Clerk until 2:00 P. M., Monday, October 12th, 1959, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

6. A Performance Bond, in an amount not less than one hundred per cent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon the payment of all persons supplying labor and furnishing materials, will be required. A Payment Bond in the amount of the contract, as required by Art. 5160, R.C.S. Texas, must also be provided.

7. The successful bidder will be required to execute the standard construction contract prepared and supplied by the City.

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

9. This is a proposed public works contract, and Art. 5159a, R. C. S. Texas, as amended, requiring that not less than the general prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen and mechanics employed in the construction thereof shall be complied with.

10. Advertisement of the terms hereof shall be made by publication on two separate days, once a week for two consecutive weeks, prior to October 12, 1959, the date of the first publication to be at least fourteen days prior to that date.

11. PASSED AND APPROVED this 17th day of September, 1959.

ACTING Max Johnson  
M A Y O R  
ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: City Attorney

AN ORDINANCE 27, 960

ACCEPTING THE LOW BID OF H. B. ZACHRY COMPANY IN THE AMOUNT OF \$317,534.20 FOR THE RECONSTRUCTION OF ZARZAMORA STREET FROM SOMERSET ROAD TO PAN AMERICAN HIGHWAY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING \$317,534.20 OUT OF 479-10 STREET IMPROVEMENT BOND FUND, 1957 SERIES, PAYABLE TO H. B. ZACHRY COMPANY IN CONNECTION THEREWITH; AND APPROPRIATING THE SUM OF \$10,000.00 OUT OF SAID SAME FUND AS THE CONSTRUCTION CONTINGENCY ACCOUNT.

\* \* \* \* \*

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

- 1. The low bid of H. B. Zachry Company in the amount of \$317,534.20 for the reconstruction of Zarzamora Street from Somerset Road to Pan American Highway is hereby accepted.
- 2. City Manager is hereby authorized to execute the standard City Construction Contract with H. B. Zachry Company in connection with the project outlined in Paragraph 1 hereof.
- 3. The following sums are hereby appropriated out of 479-10 Street Improvement Bond Fund, 1957 Series:
  - (a) \$317,534.20 payable to H. B. Zachry Company in connection with said Zarzamora Street Project;
  - (b) \$10,000.00 to be used as a construction contingency account.
- 4. PASSED AN APPROVED this 24th day of September, 1959.

ACTING Max Johnson  
M A Y O R  
ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance  
APPROVED AS TO FORM: Carlos Cadena  
City Attorney

AN ORDINANCE 27, 961

APPROPRIATING \$1,600.00 OUT OF STORM DRAINAGE BOND FUND NO. 479-13, 1957 SERIES, PAYABLE TO BEXAR METROPOLITAN WATER DISTRICT IN CONNECTION WITH STORM DRAINAGE PROJECT A-73.

\* \* \* \* \*

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

- 1. The sum of \$1,600.00 is hereby appropriated out of Storm Drainage Bond Fund No. 479-13, 1957 Series, payable to the Bexar Metropolitan Water District in accordance with the agreement by said Water District to relocate water mains and replace service lines due to the rerouting of Thames Drive, as a part of Storm Drainage Project A-73.
- 2. PASSED AND APPROVED this 24th day of September, A. D., 1959.

ACTING Max Johnson  
M A Y O R  
ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance  
APPROVED AS TO FORM: Asst. City Attorney

## AN ORDINANCE 27, 962

APPROPRIATING AN ADDITIONAL \$638.40 OUT OF STORM DRAINAGE BOND FUND NO. 479-13, 1957 SERIES, PAYABLE TO W. R. RAINEY, CONTRACTOR, FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 74-SC.  
\* \* \* \* \*

WHEREAS, the City entered into a contract with W. R. Rainey, in Ordinance No. 27,489, dated April 16, 1959, and

WHEREAS, in the course of the construction of Storm Drainage Project 74-SC a field change to the original contract was recommended by the consulting engineers, Collins Engineering Company, and was concurred in by the Public Works Director and the Assistant City Manager, and

WHEREAS, said field change increased the total length of the channel and the total cubic yards of excavation south of Sunset Road; NOW, THEREFORE,

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

1. The sum of \$638.40 is hereby appropriated out of Storm Drainage Bond Fund No. 479-13, 1957 Series, payable to W. R. Rainey, Contractor, for additional work in connection with the construction of Storm Drainage Project 74-SC.

2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance

APPROVED AS TO FORM:  
Asst. City Attorney

## AN ORDINANCE 27, 963

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF LEONARD W. BOEHME AND WIFE, ALINE I. BOEHME OF 401 BALCONES HEIGHTS ROAD, BALCONES HEIGHTS.  
\* \* \* \* \*

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

1. That the petition of Leonard W. Boehme 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

NUMBER 401 Balcones Heights Road LOT 32 & W. 12.5 feet of Lot 31

BLOCK 6, County Block 5303, BALCONES HEIGHTS

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata

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

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

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

PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted:

Ass't. City Attorney

/s/ Leonard W. Boehme  
/s/ Aline I. Boehme

(This must be signed by both the husband and wife and all other persons having an interest in the real estate.)

AN ORDINANCE 27, 964 ✓

GRANTING PERMISSION OF ALEX THOMAS & WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS AT 605 CANTERBURY HILL IN TERRELL HILLS.

\* \* \* \* \*

Same as Ordinance No. 27,965 except for paragraph No. 4 which read as follows:

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

NUMBER 605 Canterbury Hill Street, Lot 15 - 16

BLOCK Block 5878 City of Terrell Hills

PASSED AND APPROVED THIS 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

/s/ Alex Thomas, Jr.  
/s/ Louise Bird Thomas

AN ORDINANCE 27, 965 ✓

AMENDING SECTION 60-75 OF THE CITY CODE, "STREETS WHERE PARKING PROHIBITED AT CERTAIN PERIODS" BY THE INCLUSION OF A CERTAIN PORTION OF DIVISION AVENUE.

\* \* \* \* \*

WHEREAS, a traffic and engineering survey indicated that the requested parking restriction on a portion of Division Avenue from 7:00 A.M. to 7:00 P.M. is necessary for the safe and expeditious flow of traffic; NOW, THEREFORE:

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

1. Section 60-75 of the City Code, "Streets Where Parking Prohibited at Certain Periods" is hereby amended by adding the following street:

<u>Street</u>	<u>Side(s)</u>	<u>Extent</u>	<u>Hours Parking Prohibited</u>
Division Ave.	Both	Nogalitos to Pleasanton Road.	7:00 AM - 7:00 PM

2. All other provisions of Section 60-75 are to remain in full force and effect.

- 3. All ordinances in conflict herewith are superseded.
- 4. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM:  
Asst. City Attorney

- - - - -

A RESOLUTION

ACCEPTING THE DEDICATION OF CERTAIN EASEMENTS TO THE  
CITY OF SAN ANTONIO.  
\* \* \* \*

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

1. The Easement (Dedication) to the City of San Antonio from W. B. Higdon, over a portion of land out of Tract B, NCB 10737, more particularly described in the Easement (Dedication) incorporated herein by reference, to be used for the proposed widening of Southwest W. W. White Road, is hereby accepted.

2. The Easement (Dedication) to the City of San Antonio from Realty Improvement Company, Inc., over a portion of land out of Lot 1, Block 9, NCB 10310, more particularly described in the Easement (Dedication) incorporated herein by reference, to be used for sanitary sewer purposes, is hereby accepted.

3. The Easement (Dedication) to the City of San Antonio from Texas Homes Improvement, Inc., over a portion of land out of Lot 2, Block 9, NCB 10310, more particularly described in the Easement (Dedication) incorporated herein by reference, to be used for sanitary sewer purposes, is hereby accepted.

- 4. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM:  
Sr. Asst. City Attorney

- - - - -

AN ORDINANCE 27, 966 ✓

APPROPRIATING CERTAIN SUMS IN CONNECTION WITH LAND  
ACQUISITION BY 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:

85 Storm Drainage Project - Storm Drainage Improvement Bond Fund Series 1957, Account No. 479-13:

a. \$500.00 subject to the order of Joe Passant, J. C. Russell and wife, and Paul A. Marx, according to their respective interests as may be determined by the Court, for part of Lots 6 and 7, Block 192, NCB 9718, Los Angeles Heights, San Antonio, Bexar County, Texas, in connection with Storm Drainage Project No. 85. Parcels 3596- and 3597.

International Airport Bond and Construction Fund No. 803-02, Federal Airport Aid Project No. 9-41-080-5709:

b. \$5,000.00 subject to the order of Oscar Anderson and wife, Fidelia C. Anderson for all of Lot 23, NCB 8676, Hirshfield Subdivision, lying within the corporate limits of the City of San Antonio, Bexar County, Texas, in connection with the enlargement and extension of San Antonio International Airport. Parcel No. 2543.

Nebraska Street Project - Street Improvement Bond, 1956, Fund #479-01:

c. \$650.00 subject to the order of Johnny G. Rodriguez and wife, Eloise F. Rodriguez, Florence Routledge Miskimin and Rodham Carroll Routledge, according to their respective interests as may be determined by the Court, for a certain portion of property out of Tract 5-A, NCB 10738, lying within the corporate limits of the City of San Antonio, Bexar County, Texas, to be used in connection with the Nebraska Street Widening Project. Parcel No. 3010.

69 Storm Drainage Project - Storm Drainage Bond, 1956, No. 479-03:

d. \$307.30 subject to the order of S. L. Everhart and wife Opal Everhart for the North irregular portion of the West one-half of Lot 10, NCB 9483, situated within the corporate limits of San Antonio, Bexar County, Texas, said parcel acquired in connection with Storm Drainage Project No. 69. Parcel No. 3146.

2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED: Director of Finance  
APPROVED: City Attorney

Attachments - Copies of Award of Damages (Passant, Anderson and Rodriguez)  
Copy of Final Judgment (Everhart)

AN ORDINANCE 27, 967

APPROPRIATING THE SUM OF \$1,300.00 TO BE PAID TO ALAMO TITLE COMPANY, AS ESCROW AGENT FOR GRANTORS, HARRY NONKEN AND WIFE, LORETTA NONKEN OF BEXAR COUNTY, TEXAS, FOR AN EASEMENT TO THE CITY OF SAN ANTONIO AND AUTHORIZING THE CITY MANAGER TO ACCEPT SAID EASEMENT TO BE USED IN THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 72-72X.

\* \* \* \* \*

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

1. The sum of \$1,300.00 is hereby appropriated out of the Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13, payable to Alamo Title Company, as escrow agent for Grantors, Harry Nonken and wife, Loretta Nonken, for an easement to the City of San Antonio for the construction and maintenance of a storm drainage structure in connection with Storm Drainage Project No. 72-72X; said easement being over, across, under and upon parts of Tracts 5 and 7A, NCB 8406, Loma Linda Subdivision in Bexar County, Texas, being more particularly described in the accompanying easement, incorporated herein and made a part hereof by reference. Parcel No. 3681.

2. The City Manager is hereby authorized to accept the above-mentioned easement.

3. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED: DIRECTOR OF FINANCE  
APPROVED: CITY ATTORNEY

Attachment - Copy of Easement

## AN ORDINANCE 27, 968

APPROPRIATING THE SUM OF \$1,034.50 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-02, FEDERAL AIRPORT AID PROJECT #9-41-080-5709 FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTIES FOR AIRPORT EXPANSION PROJECT BY CONDEMNATION PROCEEDINGS.

\* \* \* \* \*

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

1. The sum of One Thousand Thirty-four and 50/100 (\$1,034.50) Dollars is hereby appropriated out of International Airport Bond and Construction Fund #803-02, Federal Airport Aid Project #9-41-080-5709, payable to the County Clerk, and the following Commissioners and Appraisers for services rendered in connection with the acquisition of certain properties for Airport Expansion Project, per statements attached:

FRED HUNTRESS, County Clerk  
Bexar County Court House  
San Antonio, Texas - - - - - the sum of - \$ .50

for certified copy of Final Judgement on Parcel #2536, Case #1155, City vs. T. A. Baker, et al.

FRED HUNTRESS, County Clerk  
Bexar County Court House  
San Antonio, Texas - - - - - the sum of - \$ 9.00

for court costs on Parcel #2559, Case #1140  
City vs. Arno G. Krause, Jr., a minor.

ROBERT B. O'CONNOR  
National Bank of Commerce Bldg.  
San Antonio, Texas - - - - - the sum of - \$ 75.00

for services as Special Condemnation Commissioner  
on Parcel #2543, City vs. Oscar Anderson, et al.

WALTER STOUT  
Alamo National Bank Bldg.  
San Antonio, Texas - - - - - the sum of - \$ 75.00

for services as Special Condemnation Commissioner  
on Parcel #2543, City vs. Oscar Anderson, et al.

WALTER A. GOODWIN  
3607 Broadway  
San Antonio, Texas - - - - - the sum of - \$ 75.00

for services as Special Condemnation Commissioner  
on Parcel #2543, City vs. Oscar Anderson, et al.

C. RAY DAVIS, M.A.I., S.R.A.  
725 W. Kings Highway  
San Antonio 1, Texas - - - - - the sum of - \$550.00

for appraisal of Scott's Dairy, Parcel #2567,  
Tracts 6-B & 6-C, New City Block 12052.

C. RAY DAVIS, M.A.I., S.R.A.  
725 W. Kings Highway  
San Antonio 1, Texas - - - - - the sum of - \$250.00

for appraisal of Magers property, Parcel #2575,  
New City Block 12052.

2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting Mayor

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED: ARTHUR F. BROWN  
For Director of Finance  
Chief, Land Division: N. P. Cosgrove

AN ORDINANCE 27, 969 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE  
A LEASE AGREEMENT WITH SOUTHWEST AIRCRAFT  
SUPPLY, INC., FOR THE USE OF CERTAIN  
PREMISES AT SAN ANTONIO INTERNATIONAL  
AIRPORT.

\* \* \* \* \*

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

- 1. The City Manager is hereby authorized to execute a lease agreement with Southwest Aircraft Supply, Inc., for the use of certain premises at San Antonio International Airport for a two-year period.
- 2. The lease agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM: Carlos Cadena  
City Attorney

STATE OF TEXAS  
COUNTY OF BEXAR

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

WITNESSETH:

- 1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas;
  - A. A total of 4,820 sq. ft. in the West end of Bldg. 130, as shown on Exhibit 1, hereof, and including certain installed property owned by Lessor and shown on Exhibit 2, hereof;
  - B. A total of 3,000 sq. ft. of apron space as also shown on Exhibit 1, hereof;
  - C. A total of 2,400 sq. ft. of ground area adjacent to the West end of Bldg. 130, and as also shown on Exhibit 1, hereof.

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

- 2. This lease shall be for a term of two (2) years, commencing the First day of October, 1959, with option for renewal for an additional two (2) year term, said option to be exercised in writing no later than thirty (30) days prior to the expiration date hereof.
- 3. Lessee agrees to pay to Lessor the following rentals:
  - A. For the total of 4,920 sq. ft. in Bldg. 130, a rental of \$0.48 per sq. ft. per year;
  - B. For the total of 3,000 sq. ft. of apron space, a rental of \$0.03 per sq. ft. per year;
  - C. For the total of 2,400 sq. ft. of ground area adjacent to the West end of Bldg. 130, a rental of \$0.02 per sq. ft. per year.
- 4. The rental above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning with the first day of October, 1959.
- 5. As a part of the pecuniary consideration herefor and in lieu of any direct assessment of landing fees for common use of public Airport facilities, Lessee agrees

to pay a fuel flowage fee for each gallon of aviation fuel delivered into or purchased for delivery into Lessee's aircraft on said Airport in an amount equal to that levied on all other similar public Airport facility users from time to time by Lessor.

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

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

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

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

7. Lessee expressly covenants and agrees as follows:

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

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

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees, and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of One Hundred Thousand Dollars (\$100,000) for one person and Two Hundred Fifty Thousand Dollars (\$250,000) for two or more persons and in addition thereto, to carry a minimum of Fifty Thousand Dollars (\$50,000) insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the Insurance Company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy

and that this policy will remain in full force and effect until thirty (30) days after wuch notice is given."

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

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

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

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

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

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

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

P. Lessee covenants and agrees not to engage in the sale of fuels.

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

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

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

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

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

10. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of the improvements, Lessor shall relocate the improvements or terminate this lease.

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

EXECUTED THIS 24th day of September, 1959.

ATTEST: J. Frank Gallagher

CITY OF SAN ANTONIO Lessor  
By B. J. Shelley - Asst. City Manager

SOUTHWEST AIRCRAFT SUPPLY, INC. Lessee  
By John A. Lewis

AN ORDINANCE 27, 970 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AMENDMENT TO THE EXISTING LEASE BETWEEN  
THE CITY AND LLOYD M. BROWN, DOING BUSINESS  
AS BROWN FLYING SERVICE, FOR THE LEASE OF  
ADDITIONAL SPACE AT INTERNATIONAL AIRPORT.  
\* \* \* \* \*

WHEREAS, the City entered into a lease agreement with Lloyd M. Brown, doing business as Brown Flying Service, for the lease of certain premises at International Airport on August 7, 1958; and

WHEREAS, lessee now desires to lease additional space under certain conditions; and

WHEREAS, an amendment to the existing lease has been recommended by the Director of Aviation; NOW, THEREFORE,

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

1. The City Manager is authorized to execute an amendment to the lease agreement between the City and Lloyd M. Brown, doing business as Brown Flying Service, on August 7, 1958, in Ordinance No. 26,809.
2. The amendment is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
acting M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM: Carlos Cadena  
City Attorney

AMENDMENT TO LEASE

STATE OF TEXAS  
COUNTY OF BEXAR

WHEREAS, a lease dated August 7, 1958, has been executed between the undersigned, CITY OF SAN ANTONIO, a municipal corporation, as "Lessor", and LLOYD M. BROWN, doing business as and under the trade name of BROWN FLYING SERVICE, as Lessee, for certain parcels of land known in said lease as PARCEL "A" and PARCEL "B" at San Antonio International Airport, City of San Antonio, Bexar County, Texas; and,

WHEREAS, said lease is valid and subsisting according to all of its terms and provisions; and

WHEREAS, it is the mutual desire of the parties hereto to amend said lease to provide for the renting by Lessee from Lessor of an additional parcel of land to be known as PARCEL "C",

NOW, THEREFORE,

1. In consideration for the mutual benefits to result from the execution hereof, and the rents to be paid under the above-mentioned lease and additional rent to be paid for the additional PARCEL "C" hereof, the following said premises, known as PARCEL "C", are hereby included as part of the leased premises of the above-described lease as though same were described therein and shown on the exhibits thereof;

BEGINNING at the Northeast corner of PARCEL "A" described in the subject lease of this amendment, the point of beginning for PARCEL "C" hereof,

THENCE S 86° 50' W 260.0' to the Southwest corner of PARCEL "C"; (and Northwest corner of PARCEL "A");

THENCE N 3° 10' W 100.0' to the Northwest corner of PARCEL "C";

THENCE N 86° 50' E 260.0' to the Northeast corner of PARCEL "C";

THENCE S 3° 10' E 100.00' to the Southeast corner and point of beginning of PARCEL "C", and containing 26,000 square feet.

2. As rental for the additional premises described above, Lessee shall pay to Lessor an annual sum of Two Hundred Sixty Dollars (\$260.00), payable in advance in twelve equal monthly installments, the first installment being due and payable the first day of September, 1959, and a similar installment being due and payable the first day of each and every month thereafter, for the remainder of the term of the subject lease of this amendment. Provided, however, that if Lessee shall erect or cause to be erected any building on any portion of PARCEL "C", the annual rent hereunder shall be One Thousand Forty Dollars (\$1,040.00), payable in advance in monthly installments as aforesaid.

3. As a condition to the granting of this amendment, Lessee agrees that he will not allow the use, construction or placement of any object, or the parking of any aircraft on PARCEL "C" so as to restrict or hinder in any way the free taxiing of aircraft past the ends of the existing and proposed T-hangers to the North of PARCEL "C".

4. With respect to said PARCEL "C", the Lessee and Lessor shall be bound by the same conditions and terms of the subject lease, except as set forth above.

EXECUTED this 24th day of September, 1959.

CITY OF SAN ANTONIO Lessor  
By B. J. Shelley - Asst. City Manager  
Lloyd M. Brown - Lessee

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

AUTHORIZING THE CITY CLERK TO RELEASE BONDS, CASH DEPOSITS AND TRUST AGREEMENTS FILED BY SUBDIVIDERS UPON COMPLETION OF THE REQUIRED IMPROVEMENTS.  
\* \* \* \* \*

*Subdivision Bonds*

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

1. The city Clerk is hereby authorized to release on behalf of the City, bonds, cash deposits and trust agreements filed by subdividers to assure the completion of required site improvements.

2. Said instruments and cash will be released upon certification by the Directors of Planning and Public Works that all site improvements required of the Subdivider by the San Antonio Planning Area Subdivision Regulations have been satisfactorily completed and accepted by the City.

3. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: Carlos Cadena  
City Attorney

AN ORDINANCE 27, 971 ✓

APPROVING THE ESTABLISHMENT OF AN EMBALMING OR DEAD ROOM BY BETTY JEAN CARMACK AND JOE E. CARMACK AT 2350 AUSTIN HIGHWAY.

\*\*\*\*\*

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

1. The petition of Betty Jean Carmack and Joe E. Carmack to establish a dead or embalming room in connection with their undertaking business at 2350 Austin Highway, within the corporate limits of the City of San Antonio, is hereby granted.

2. Since the Director of Public Health has approved such location as Required by Section 10-10 of the City Code, the City Manager is hereby authorized to issue a permit to Betty Jean Carmack and Joe E. Carmack to establish a dead or embalming room in the above location.

3. PASSED AND APPROVED this 24th day of September, A.D., 1959.

MAX JOHNSON  
Acting Mayor

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM:  
Asst. City Attorney

A RESOLUTION ✓

ACCEPTING THE GIFT OF VALUABLE ANTIQUES, FOR DISPLAY IN THE OLD SPANISH GOVERNORS PALACE, FROM MR. AND MRS. JOHN MACAULEY KEENE OF SAN ANTONIO, TEXAS.

\*\*\*\*\*

WHEREAS, Mr. and Mrs. John MacCauley Keene of 427 Lynwood, San Antonio, Texas, have graciously presented to the City of San Antonio certain precious antiques; and

WHEREAS, by presenting the City with a rose colored handmade linen bedspread, circa 1817, a sampler, circa 1831, and two beautiful Spanish chairs, circa 1750, which they acquired in Madrid, Spain, in 1922, where Mr. Keene was a well known distributor for several American companies and by this gracious act have made a valuable contribution to the history of San Antonio; NOW, THEREFORE,

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

1. The thanks of the City be voted to Mr. and Mrs. John MacCauley Keene of 427 Lynwood, San Antonio, Texas, and that a copy of this resolution be forwarded to them.

2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
ACTING M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM:  
Asst. City Attorney

AN ORDINANCE 27, 972 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ARTHUR F. THOME, DOING BUSINESS AS SKYLINE CATERER, FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT.

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

1. City Manager is hereby authorized to execute an agreement with Arthur F. Thome, doing business as Skyline Caterer, for the use of certain premises at International Airport. The Lease Agreement is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM:  
Asst. City Attorney

STATE OF TEXAS        )  
 COUNTY OF BEXAR      )

THIS AGREEMENT, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and ARTHUR THOME, doing business as SKYLINE CATERER, (hereinafter called "Lessee"), with its principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

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

From the intersection of the centerlines of North Terminal Drive and West Terminal Drive at San Antonio International Airport proceed N 86 deg. 50' E 260.0' with the centerline of North Terminal Drive to a point; thence N 3 deg. 10' W 25.0' to a point which is the point of beginning for this lease plot;

THENCE, N 3 deg. 10' W 129.3' to the Northwest corner;

THENCE, N 86 deg. 50' E 75.0' to the Northwest corner;

THENCE, S 3 deg. 10' E 129.3' to the Southwest corner;

THENCE, S 86 deg. 50' W 75.0' to the Southwest corner and point of beginning, and containing 9697.5 square feet, more or less.

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

2. This lease is for a term of ten (10) years, commencing on the 1st day of October, 1959, and ending on the 30th day of September, 1969, (with option for renewal for an additional term of ten (10) years, rentals to be computed in the same manner and the percentage of the gross receipts which is to be paid in addition to the aforementioned rent is to be determined by negotiation at the time of expiration of this lease; however, said percentage shall not exceed the national average for such percentage figure paid by operations of like kind in like airports in the United States.) Said option shall be exercised in writing by Lessee no later than thirty days prior to the expiration date hereof.

3. For the lease plot shown on Exhibit I and containing 9697.5 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

4. The rental above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning with the first day of October, 1959.

5. For the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve (12) monthly indices and (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth in paragraph 3 shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be re-defined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement, the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 154.9, being for figures prior to and including April, 1959; the similar average for indices for Wholesale Prices - All Commodities is 119.4 being for figures prior to and including May, 1959; the common average for the two averages above is 137.1. All calculations to determine increases or decreases shall use this common average as their base.

6. In addition to the fixed rental set forth in Paragraph 3, Lessee shall pay to Lessor 3 1/2% of the gross receipts from its food catering business for the initial three years of the term hereof, and for the remaining seven years shall pay 5% of the gross receipts of said business.

This Lessee shall, with respect to business done by it or its tenants or sub-lessees on, in and from said demised premises, keep or cause to be kept true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, on credit or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 5th day after the end of each month, during the term hereof, submit to the Lessor a Certified statement, based on good accounting principals, showing the gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding month. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment.

For the purposes of verifying the applicable gross receipts for which rental payments are due hereunder, the Lessor retains the right to appoint a Certified Public Accountant, mutually satisfactory to the Lessee and Lessor, for purposes of reviewing the records, accounts, books and data of the Lessee and its sub-lessees as required to confirm the applicable gross receipts as provided hereinabove, and the Lessee for it and its sub-lessees agrees to cooperate with said Certified Public Accountant for such purpose.

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

A. To use, in common with others, all public Airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

8. Lessee expressly covenants and agrees as follows:

A. Lessee will engage only in the business of preparing, supplying, selling and delivering food for consumption aboard aircraft. Any and all other activities are specifically excluded.

B. No building shall be constructed within ten (10) feet of any boundary of the leased premises, nor be constructed within twenty (20) feet of the aircraft apron to the North of the leased premises. All improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, will mow grass and weeds, and will not allow materials of any kind to accumulate in such a way as to be unsightly.

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connection with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of

\$50,000.00 for one person and \$100,000.00 for two or more persons and in addition thereto to carry a minimum of \$10,000.00 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

K. Lessee will conduct its business in a proper and first class manner at all times and covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales other than that for consumption aboard aircraft
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building

M. Lessee acknowledges that he has examined the premises and knows at the time of the execution of this lease, a surety bond in the sum of Five Thousand Dollars (\$5,000.00), conditioned on the faithful performance of all conditions and covenants of this lease. Said surety bond shall be in effect for the entire duration of this lease.

O. Upon the expiration or other termination of this lease, all buildings, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the leased premises shall be removed by Lessee and shall remain the property of the Lessee. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that if Lessee fails to remove such improvements within said sixty (60) day period, the Lessor may at its option upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

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

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

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.

G. The divestiture of Lessee's estate herein by operation of law, except in the case of the death of Arthur Thome, Sr., in which case this lease shall continue to operate between the City of San Antonio as Lessor and/or Maisie Thome, wife of Arthur Thome, Sr., and/or Arthur Thome, Jr., and/or Donald Thome, as Lessees.

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

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

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

11. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

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

EXECUTED THIS 24th day of September, 1959.

<u>CITY OF SAN ANTONIO</u>	Lessor
By: B. J. Shelley	Asst. City Manager
SKYLINE CATERER	Lessee
By: Arthur F. Thome, Sr.	

ATTEST: J. Frank Gallagher

AN ORDINANCE 27, 973

ACCEPTING THE PROPOSAL OF FRANK T. DROUGHT, ENGINEER, FOR SURVEY SERVICES IN CONNECTION WITH THE CLEAR ZONE AT THE NORTHWEST END OF RUNWAY 12-30 AND THE ESTABLISHMENT OF A MIDDLE MARKER AT SAN ANTONIO INTERNATIONAL AIRPORT; AND APPROPRIATING \$150.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND, NO. 803-04.

\* \* \* \* \*

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

1. The proposal of Frank T. Drought, Engineer, for engineering services in surveying the clear zone at the northwest end of Runway 12-30, which includes the location of a middle marker site for the new approach system at San Antonio International Airport, is hereby accepted.

2. The proposal is attached hereto and made a part hereof.

3. The sum of \$150.00 is hereby appropriated out of International Airport Bond and Construction Fund, No. 803-04, (chargeable to Project No. 9-41-080-6011), payable to Frank T. Drought in connection with the proposal accepted in Paragraph #1 hereof.

4. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance

APPROVED AS TO FORM: Senior Assistant City Attorney

AN ORDINANCE 27, 974 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH LEIGH FISHER & ASSOCIATES, AIRPORT CONSULTANT,  
FOR SERVICES TO BE SUPPLIED IN CONNECTION WITH THE  
AIRPORT EXPANSION PROJECT.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a contract with Leigh Fisher & Associates, airport consultant, for services in connection with the expansion of International Airport.
2. The contract, which is for a one (1) year period, is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM: Senior Asst. City Attorney

LFA  
CONTINUING ADVISORY SERVICE  
AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of September, 1959, by and between the CITY OF SAN ANTONIO, TEXAS, a public corporation hereinafter referred to as "City" and LEIGH FISHER & ASSOCIATES, an airport planning, research and financial counselling organization of 111 Rollins Road, Millbrae, California, hereinafter referred to as "LFA",

WITNESSETH:

WHEREAS, the City owns an airport known as San Antonio International Airport, and

WHEREAS, to finance improvements to such Airport the City issued revenue bonds for which there should be an annual review of fiscal administration of the Airport, and in addition desires other airport advisory services in anticipation of the issuance of additional revenue bonds, and

WHEREAS, LFA is qualified to prepare the necessary annual reviews so required, and in addition will furnish research, interpretation, special studies, presentation of facts, opinions and suggestions in conjunction with the proposed additional planning as well as fiscal administration of the Airport, and

WHEREAS, the City recognizes that the continued advice, counsel, suggestions, opinions and other analytical and personal services of said LFA in addition to the annual reviews will be of substantial benefit,

NOW, THEREFORE, the parties hereto mutually promise, agree and covenant that LFA will render said services when requested by the City on the basis following:

A. SERVICES TO BE PROVIDED

LFA shall prepare and furnish each year immediately following the end of each fiscal year a written report, upon request, covering the status of rates and charges with respect to the bond retirement program, the status of leases and contracts, scheduled capital improvements, and scheduled renegotiations of rates, charges and conditions. In addition, from time to time and upon the request of said City, LFA will provide:

1. In-Office Services:

In-office research, commentary, review of plans and data, consideration of lease, contract and financial material, guiding services, special studies and other continuing advisory services.

2. Out-of-Office Services:

Other than the field trip(s) necessary in conjunction with the annual written report which shall be at the discretion of LFA, LFA will also provide the following services as requested by the City:

- (a) Work and confer with the engineers, architects and financial advisors retained by the City and with the Officials of the City, assisting and guiding in the preparation and approval of development plans, contracts, rates, charges and fiscal management procedures.

- (b) Shall, upon request, attend planning conferences and rental and rate negotiations and work with the City's staff, attorneys, engineers and architects in relating the physical development to the fiscal limitations.
- (c) Provide such additional advisory services and other assistance as may be specifically requested by the City.

B. TERM, FEES AND GENERAL CONDITIONS

1. Term

The term shall commence October 1, 1959, and continue for a minimum period of one year to September 30, 1960, and thereafter shall continue on a month-to-month basis subject to termination by either party upon thirty (30) days written notice in advance.

2. Fees

The fees for services set forth herein shall be One Hundred Fifty Dollars (\$150.00) per month as a retainer against the cost of services requested by the City, and so rendered by LFA, all on the basis of the retainer scale of the schedule of fees attached hereto (659 USP).

3. General Conditions

- (a) To expedite the undertaking of the work outlined herein, and to permit the correlation of data, materials, plans, commitments and correspondence, the City agrees to designate its Director of Aviation as its representative to whom all correspondence, materials, plans, requests for conferences, and other similar data will be directed.
- (b) LFA agrees to save and keep the City harmless from any and all claims for workman's compensation, public liability and employment insurance in any manner arising out of the performance of this contract or any part thereof by said LFA, its employees or agents.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above mentioned.

CITY - CITY OF SAN ANTONIO, TEXAS

By: B. J. Shelley  
Asst. City Manager

LFA - Leigh Fisher & Associates

By: Leigh Fisher  
President

ATTEST: J. Frank Gallagher  
City Clerk

LEIGH FISHER & ASSOCIATES  
P. O. Box 8007  
San Francisco International Airport  
San Francisco, California

659USP

FEE POLICY AND SCHEDULE

Lump Sum Quotations - Frequently a lump sum fee for a specific project or series of studies is desired. We make an investigation of the problem, the services required and quote a lump sum or flat fee which includes all costs, fees, transportation, and is an all inclusive fee. These quotations vary from project to project depending on their scope, complexity, location, and the availability of information and degree of assistance from the client.

During the production of a lump sum project and for 3 months thereafter, extra services requested by a client outside the scope of the lump sum services are rendered on the basis of the Fee Schedule applicable to annual retainer clients.

Annual Retainers - Many clients retain our services on an annual basis either to follow up on major projects that we have undertaken for them or as "stand-by" specialists to furnish advice, special studies, and assistance on a day-to-day basis and annual reviews of budgets, lease performance and fiscal operations. Because of the established relationship under these circumstances, a lower fee structure is possible since we can schedule their long-term research and service programs into our regular production schedule.

Retainers cover a minimum initial period of 12 months but thereafter can be terminated at the end of any month by the client.

The annual retainer fee is payable monthly, and is individually established according to factors of size, complexity, number of airports, etc.

Daily Fees	Services under Annual Retainers	Services for Specific Engagements
Principal	\$180.00/man day	\$225.00/man day
Senior Associates	\$145.00/man day	\$175.00/man day
Staff Associates (specialized technicians such as planners, engineers, economists, etc.)	\$125.00/man day	\$150.00/man day
Research Staff	\$100.00/man day	\$125.00/man day
Research Assistants	\$ 65.00/man day	\$ 80.00/man day

Travel Time - In determining the number of man day's service, travel time is included in increments of 1/4 days as working time.

Fee Policy and Schedule (659USP)

Hours Worked - Working time in excess of 9 hours in any single calendar day is billed at the hourly rate in addition to the daily rate.

Subsistence - Subsistence at the rate of \$20 per man day is in addition to the daily rates noted above.

Transportation Costs - Round trip air fare (via shortest way) from the San Francisco office as a basing point for all trips is billed in addition.

Hourly Fees	Services for Retainer Clients	Services for Specific Engagements
Principal	\$24.00/hr.	\$30.00/hr.
Senior Associates	\$18.00/hr.	\$22.00/hr.
Staff Associates (specialized technicians, such as planners, engineers, economists, etc.)	\$16.00/hr.	\$19.00/hr.
Research Staff	\$12.00/hr.	\$16.00/hr.
Research Assistants	\$ 8.00/hr.	\$10.00/hr.
Statistical Analysts	\$ 8.00/hr.	\$10.00/hr.
Technical Writers	\$ 8.00/hr.	\$10.00/hr.
Designer-Draftsmen	\$ 8.00/hr.	\$10.00/hr.
Draftsmen	\$ 6.00/hr.	\$ 8.00/hr.
Clerical	\$ 3.50/hr.	\$ 4.50/hr.

Supplies and Materials - Materials, supplies, blueprints, photostats, printing, binding, and other expenses incurred by the assignment will be furnished on the basis of actual invoiced cost plus 50% for handling, administration and burden. Costs of telephone and telegraph tolls and non-routine postage will be billed at actual cost.

Billings - Itemized invoices showing work performed, supplied and materials used and other required data will be furnished on the first working day after the end of each month.

#### A RESOLUTION

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR PLUGGING OF FIFTEEN (15) WATER WELLS ON PROPERTY AT SAN ANTONIO INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The City Clerk is hereby authorized and directed to advertise for bids, addressed to the City Clerk, City Hall, San Antonio, Texas, for plugging of fifteen (15) water wells on property recently acquired for the extension of Runway 12-30 and Taxiway 15 at San Antonio International Airport, all in accordance with the plans and specifications on file in the office of Mr. V. P. Newman, Engineering Division, 4th Floor, City Hall.
2. The bids shall be submitted in duplicate, the envelope containing any bid to be endorsed: "Bid for Water Well Plugging at San Antonio International Airport." No deposit will be required on the plans and specifications.
3. A cashier's check or bid bond payable to the order of the City of San Antonio, Texas, in an amount not less than five per cent (5%) of the total bid, must accompany each bid as a guarantee that if awarded the contract, the successful bidder will promptly enter into a contract and execute a bond on the standard forms provided, as outlined in the specifications and contract documents.
4. Bids will be received in the Office of the City Clerk until 2:00 P.M., Monday, October 12, 1959, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

5. A Performance Bond, in an amount not less than one hundred per cent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon the payment of all persons supplying labor and furnishing materials, will be required. A Payment Bond in the amount of the contract, as required by Art. 5160, R.C. S. Texas, must also be provided.

6. The successful bidder will be required to execute the standard construction contract prepared and supplied by the City.

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

8. This is a proposed public works contract, and Art. 5159a, R.C.S., as amended, requiring that not less than the general prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen and mechanics employed in the construction thereof shall be complied with.

9. Advertisement of the terms hereof shall be made by publication on two separate days, once a week for two consecutive weeks, prior to October 12, 1959, the date of the first publication to be at least fourteen days prior to that date.

10. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FORM: Sr. Asst. City Attorney

AN ORDINANCE 27, 975

ACCEPTING THE LOW BID OF MEADER CORPORATION IN THE AMOUNT OF \$69,962.25 FOR THE RECONSTRUCTION OF DONALDSON AVENUE FROM WILSON AVENUE TO ST. CLOUD ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING \$69,962.25 OUT OF 479-01, STREET IMPROVEMENT BOND FUND, 1956 SERIES, AND APPROPRIATING \$3,500.00 OUT OF SAID FUND AS A CONSTRUCTION CONTINGENCY FOR SAID PROJECT.

\* \* \* \* \*

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

1. The low bid of Meader Corporation, in the amount of \$69,962.25, for the reconstruction of Donaldson Avenue from Wilson Avenue to St. Cloud Road, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City movement construction contract with Meader Corporation for said work.

3. The following sums are hereby appropriated out of 479-01, Street Improvement Bond Fund, 1956 Series, in connection with this Donaldson Avenue Project.

(a) \$69,962.25 payable to Meader Corporation;

(b) \$3,500.00 to be used as a Construction Contingency Account.

4. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance

APPROVED AS TO FORM: Sr. Asst. City Attorney

AN ORDINANCE 27, 976

ACCEPTING THE LOW BID OF COLGLAZIER CONSTRUCTION COMPANY IN THE AMOUNT OF \$13,697.50 FOR THE CONSTRUCTION OF PARTICIPATION PAVING PROJECT NO. 31-C; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND APPROPRIATING \$13,697.50 OUT OF FUND NO. 479-11, PARTICIPATION PAVING BOND FUND, IN CONNECTION THEREWITH.

\* \* \* \* \*

WHEREAS, the City entered into a participation paving agreement with the San Antonio Housing Authority for the paving of certain portions of Burnet, Hays, Hudson and Walters Streets, said streets comprising the perimeter streets around the San Antonio Housing Authority Project TEX 6-16; and

WHEREAS, the San Antonio Housing Authority will participate in the amount of \$5,968.75; NOW, THEREFORE,

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

1. The low bid of Colglazier Construction Company in the amount of \$13,697.50 for the construction of Participation Paving Project No. 31-C is hereby accepted.
2. The City Manager is hereby authorized to enter into the standard City construction contract with Colglazier Construction Company in connection with this project.
3. The sum of \$13,697.50 is hereby appropriated out of Fund No. 479-11, Participation Paving Bond Fund, payable to Colglazier Construction Company for the work under the contract authorized in Paragraph 2 hereof.
4. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FUNDS: N. P. Cosgrove  
Director of Finance  
APPROVED AS TO FORM: Asst. City Attorney

AN ORDINANCE 27, 977

AUTHORIZING THE CITY DEPARTMENTS TO REPRODUCE CITY DOCUMENTS FOR PRIVATE AGENCIES OR INDIVIDUALS AND ESTABLISHING CHARGES THEREFOR.

\*\*\*\*\*

*Repealed  
2/8/68  
ord 36205*

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

1. The various City departments are hereby authorized to reproduce City documents for private agencies and individuals when not otherwise prohibited by law.
2. Charges for the reproduction of documents shall be as follows:
  - (a) \$1.00 per sheet of reproduced documents not exceeding 8 1/2 " by 14" in size;
  - (b) \$1.50 per copy of reproduced documents exceeding 8 1/2" by 14" in size.
3. All charges collected by the various departments for the service outlined above shall be delivered daily to the City License and Dues Collector with such statements as may be required by the Director of Finance.
4. PASSED AND APPROVED this 24th day of September, 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: Sr. Asst. City Attorney

AN ORDINANCE 27, 978

AMENDING SECTION 60-75 OF THE CITY CODE, "STREETS WHERE PARKING PROHIBITED AT CERTAIN PERIODS" BY THE INCLUSION OF A CERTAIN PORTION OF GRAYSON STREET.

\*\*\*\*\*

WHEREAS a traffic and engineering survey indicates that the requested parking restriction of a portion of Grayson Street from 4:00 P.M. - 6:00 P.M. is necessary for the safe and expeditions flow of traffic; NOW, THEREFORE:

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

*City Clerk*

1. Section 60-75 of the City Code, "Streets Where Parking Prohibited at Certain Periods" is hereby amended by adding the following street:

<u>Street</u>	<u>Side(s)</u>	<u>Extent</u>	<u>Time</u>
Grayson Street	North	From Austin St. to Ave. "B"	4:00 PM - 6:00 PM

- 2. All other provisions of Section 60-75 are to remain in full force and effect.
- 3. All ordinances in conflict herewith are superseded.
- 4. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: Asst. City Attorney

- - - - -

AN ORDINANCE 27, 979

ACCEPTING AN EASEMENT DEDICATION FROM MARY ELIZABETH  
ARMBRUST IN CONNECTION WITH THE CITY'S LAND ACQUISITION  
PROGRAM.

\* \* \* \* \*

WHEREAS the City is desirous to acquire an easement across certain property in NCB 8416, for the purpose of constructing an underground storm drainage facility; and,

WHEREAS the said Mary Elizabeth Armbrust, a non compos mentis, acting through her legal guardian, Charles A. Armbrust, Jr., and by order of the Probate Court agrees to make the desired dedication for the construction of an underground storm drainage facility; NOW, THEREFORE:

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

1. The Easement Dedication by Mary Elizabeth Armbrust through here Guardian, Charles A. Armbrust, Jr., to a certain parcel of land in NCB 8416, said easement and parcel more particularly described in the accompanying easement dedication which is incorporated herein by reference, is hereby accepted.

- 2. PASSED AND APPROVED this 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED AS TO FORM: Asst. City Attorney

- - - - -

AN ORDINANCE 27, 980

APPROPRIATING CERTAIN SUMS OF MONEY IN CONNECTION  
WITH THE CITY LAND ACQUISITION 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 Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13, payable to Fred Huntress, County Clerk, Bexar County, Texas, in connection with land acquisition through condemnation proceedings:

a. The sum of \$250.00, subject to the order of Robert B. McKee and Lima Belle McKee, a widow, Lillian Johnson Moore and husband, Roland Moore, Estate of John P. Forrest, deceased; J. C. Russell and wife, the heirs and unknown heirs and legal representatives of the above mentioned parties, if there by any, according to their respective interests as may be determined by the Court, for part of Lot 8, Block 192, NCB 9718, Los Angeles Heights in Bexar County, Texas, in connection with Storm Drainage Project No. 85. Parcel No. 3598.

b. The sum of \$250.00, subject to the order of Henry Lee Taylor; E. F. Wright and wife, Ruby S. Wright, R. L. Forrest, Paul P. Witten and Antha R. Russell, if living, or if deceased, their heirs, their unknown heirs and legal representatives, if there be any; according to their respective interests as may be determined by the Court for part of Lot 5, NCB 9717, Los Angeles Heights in Bexar County, Texas, in connection with

Storm Drainage Project No. 85. Parcel No. 3590.

2. PASSED AND APPROVED THIS 24th day of September, A.D., 1959.

Max Johnson  
Acting MAYOR

ATTEST: J. Frank Gallagher  
City Clerk  
APPROVED: Arthur F. Brown  
Director of Finance  
APPROVED AS TO FORM: Asst. City Attorney

AN ORDINANCE 27, 981

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

(Case No. 1165)

The rezoning and reclassification of Lot 12, NCB 7027, located at River Road and Terry Court from "B" RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT.

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

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

4. PASSED AND APPROVED this 1st day of October, A.D., 1959.

J. EDWIN KUYKENDALL, Mayor

ATTEST:  
City Clerk

AN ORDINANCE 27, 982

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

(Case No. 1061)

The rezoning and reclassification of Lot 17, NCB 11177,

located on Roosevelt Avenue from "B" Residence District to "JJ" Commercial District.

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

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

4. PASSED AND APPROVED this 1st day of October, A. D., 1959.

J. EDWIN KUYKENDALL, Mayor

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 27, 983

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

(Case No. 1180)

The rezoning and reclassification of Lot 16, NCB 6075, located in the 3800 Block of South Gevers Street from "B" RESIDENCE DISTRICT to "E" APARTMENT DISTRICT.

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

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

4. PASSED AND APPROVED this 1st day of October, A. D., 1959.

J. EDWIN KUYKENDALL, Mayor

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 27, 984

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