AN ORDINANCE 26,788

AUTHORIZING PAYMENT OF $200.00 TO ALAMO PISTOL CLUB FOR USE BY THE POLICE DEPARTMENT FOR TRAINING POLICE PERSONNEL FOR THE SIX MONTHS PERIOD ENDING JULY 31, 1958.

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

1. The Director of Finance is authorized to pay to the Alamo Pistol Club the sum of $200.00 for use by the Police Department of the firing range and facilities of such Club located three (3) miles South of Lopp 13 on Old Goliad Road to Salado Creek for the six montsh period ending July 31, 1958.

2. PASSED AN D APPROVED this 31st day of July, A.D., 1958.

/s/ MIKE PASSUR
Mayor Pro-Tem

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

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AN ORDINANCE 26,789

APPOINTING GEORGE GOODWIN, JAMES C. ONION, MANUEL LOPEZ AND JAMES GILLESPIE AS SUBSTITUTE OR ALTERNATE JUDGES OF CORPORATION COURT.

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

1. George Goodwin, James C. Onion, Manuel Lopez and James Gillespie are hereby appointed as substitute or alternate judges of the Corporation Courts of the City of San Antonio, to serve when called upon to do so by the Clerk of the Corporation Court, as judges of said courts as occasion may require because of the inability of any of the regular judges to so serve, or because of the absence of such regular judge or judges.

2. While serving as judges of either of said courts, said substitute or alternate judges shall have all the powers, authority, duties, and responsibilities of the regular judges of the courts in which they serve, and their official acts shall have the same force and effect as though performed by the regular judges for whom they may substitute and shall receive the compensation provided for in Ordinance No. 23,022.

3. This appointment is for a term ending July 31, 1959, or Until successors are appointed, unless sooner terminated by the Council.

4. PASSED AND APPROVED this 31st day of July, A.D., 1958.

/s/ MIKE PASSUR
Mayor Pro-Tem

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

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amended 6-25-59 ord # 27709

AN ORDINANCE 26,790

APPROVEING THE ROUTE OF THE SOUTHEAST EXPRESSWAY IN THE CITY OF SAN ANTONIO FROM JOSEPHINE STREET NEAR BROADWAY, SOUTH AND SOUTHEASTERLY TO PROPOSED LOOP 13 EXPRESSWAY; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH ROUTE; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SAID ROUTE.

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

1. That the route of the Southeast Expressway from Josephine Street near Broadway, south and southeasterly to proposed Loop 13 Expressway be and is hereby approved.

2. Attached hereto and made a part hereof is a route map, prepared by the Texas Highway Department and dated July 29, 1958 showing the above described route of the Southeast Expressway and showing the route boundaries.

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

4. The responsible official of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed route established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed, whhere the cost of reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure whern the cost of

AN ORDINANCE 26,790 (Cont'd)

repairs to be made within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

PASSED AND APPROVED this 31st day of July, A.D., 1958.

/s/ MIKE PASSUR
Mayor Pro-Tem

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

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AN ORDINANCE 26,791

APPROPRIATING CERTAIN FUNDS IN CONNECTION WITH THE LAND ACQUISITION PROGRAM.

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

1. The following sums are hereby appropriated out of the Stated Funds:

Sanitary Sewer Improvement Bond Fund,
Series 1957, Account No. 479-14:

1. $100.00 payable to Cora Dillon and son, Tom Dillon, of Highway 66 South San Antonio, Texas, for a construction and sanitary sewer easement over .194 acres of property more particularly described in an easement from Cora Dillon and son, Tom Dillon, to the City of San Antonio, incorporated herein by reference; Parcel No. E-337;

2. $100.00 payable to Cornelio and Ruby Bustillo, 207 Bustillo, San Antonio, Texas, for a construction and sanitary sewer easement over .445 acres of property more particularly described in an easement from Cornelio and Ruby Bustillo, to the City of San Antonio, incorporated herein by reference; Parcel No. E-338;

3. $100.00 payable to Frank Ashley and wife, Edith B. Ashley, Route 7, Box 40, San Antonio, Texas, for a construction and sanitary sewer easement over .19 acres of property more fully described in an easemtne from Frank Ashley and wife, Edith B. Ashley, to the City of San Antonio, incorporated herein by reference; Parcel No. E-339;

4. $100.00 payable to Mrs. Avis P. Farrell, Route 12, Box 127, San Antonio, Texas, for a construction and sanitary sewer easement over .458 acres more fully described in an easement from Mrs. Avis Farrell, to the City of San Antonio, incorporated herein by reference; Parcel No. E-340;

5. $150.00 payable to Thurman Barrett, Albert E. Meckel, H. w. Cudney, 2534 S. W. Military Drive, San Antonio, Texas, for a 35.0 foot wide sanitary sewer and construction easement through New City Block 11175, City of San Antonio, more fully described in an easement from said persons to the City of San Antonio, incorporated herein by reference; Parcel E-341.

6. $200.00 payable to the Mission Road Foundation for Exceptional Children, 6052 Mission Road, San Antonio, Texas, for a 35.0' wied Sanitary Sewer and Construction Easement through New City Block 11175, City of San Antonio, described by field notes in an easement from said Foundation ot the City of San Antonio, incorporated herein by reference; Parcel No. E-341A;

7. $1,500.00 payable to J. H. Lamm, Travis Building, San Antonio, Texas,' for a 35.0' sanitary sewer easement and 25' construction easement more particularly described in said easement from J. H. Lamm to the City of San Antonio, incorporated herein by reference; Parcel No. E-342;

8. $100.00 payable to Rettie Henderson, Individually and as Independent Executrix of the Estate of D. E. Henderson, Deceased, 3011 South Presa Street, San Antonio, Texas, for a 35.0' wide sanitary sewer easement and a 25.0' construction easement containing .466 acres, more or less, described by field notes in an easement from said Rettie Henderson to the City of San Antonio, incorporated herein by reference Parcel No. E-344;

Street Improvement Bond Fund, Series 1957,
Account No. 479-10:

9. $700.00 payable to Minnie Wright, 534 Ellane Claire, San Antonio, Texas, for Lot 24, Block 51, New City Block 8004, City of San Antonio, Bexar County, Texas, fully described in a General Warranty Deed from said Minnie Wright to the City of San Antonio, incorporated herein by reference; Parcel No. 3342.

10. $11,000.00 payable to Alamo Title Company, escrow agent, for Lots 13, 14 and 15, Block 60, New City Block 7990, City of San Antonio, Bexar County, Texas, fully described in a G neral Warranty Deed from Pregedis M. Sora and wife, Manuela Sora, 6014 South Zarzamora Street, San Antonio, Texas, to the City of San Antonio, incorporated herein by reference; Parcel No. 3320;

Sanitary Sewer Improvement and Extension
Bond, Series 1957, Account No. 479-14:

AN ORDINANCE 26,791 (Cont'd)

11. $400.00 payable to Martin E. Alvarez and wife, Celia G. Alvarez, 507 South General McMullen Drive, San Antonio, Texas, for a 25' sanitary sewer easement in Lots 17 and 86, Block 10, New City Block 8320, City of San Antonio, Bexar County, Texas, fully described in an easement from Martin E. Alvarez and wife, to the City of San Antonio, incorporated herein by reference; Parcel No. 3367, 3368;

Storm Drainage Improvement Bond Fund,
Series 1957, Account No. 479-13;

12. $150.50 payable to Lucille H. Lehman, Joan Lehman Reed and Bob T. Reed, 4063 Leeshire, Houston 25, Texas, for a 6.00 foot sanitary sewer easement in Lot 70, Block 7, New City Block 9651, and a construction easement 7.57 feet of Lot 7, New City Block 9651, City of San Antonio, Bexar County, Texas, described in an easement from said persons to the City of San Antonio, incorporated herein by reference; Parcel No. 3479:

13. $400.00 payable to Alamo Title Company, escrow agent, for a 30 foot drainage right-of-way in Lot 40, Block "H", New City Block 8398, San Antonio, Bexar County Texas, described in a General Warranty Deed from A. Irvin Smith and wife, Dorothy L. Smith, 5512 New Haven Ct., Austin, Texas, to the City of San Antonio, and incorporated herein by reference; Parcel No. 3546;

14. $400.00 payable to Security Title Company, Inc., escrow agent, for Lots 17 and 18, resubdivision of Tract 1, Block 8, New City Block 10299, Coty of San Antonio, Bexar County Texas, described in a General Warranty Deed from Samuel Shaw, 1307 North Gevers Street, San Antonio, Texas, to the City of San Antonio, incorporated herein by reference; Parcel No. 3438, 3439;

2. PASSED AND APPROVED this 7th day of August, A.D., 1958.

/s/ J. EDWINK KUYKENDALL
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

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AN ORDINANCE 26,792

APPROPRIATING SUMS IN CONNECTION WITH ACQUISITIONS THROUGH CONDEMNATION PROCEEDINGS.

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

1. The following sums are hereby appropriated out of the named uunds payable to Fred Hunrress, County Clerk, Bexar County, Texas, in connection with acquisitions by condemnation:

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

A. $600.00 subject to the order of Edelmiro C. Lozano, Sr., and other defendants according to their respective interests as may be determined by the Court, for Lot 19, Block 8, New City Block 9652, in connection with Storm Drainage Project 58-B, Parcel No. 3480;

B. $25.00 subject to the order of James Burrows, for a 6.00 foot sanitary sewer easement and a 10 foot construction easement over Lot 42, Block 9, New City Block 9653, City of San Antonio, Bexar County, Texas, in connection with Storm Drainage Project 58-B, Parcel No. 3484;

Sanitary Sewer Improvement and Extension
Bonds, 1957 Series, Account No. 479-14;

C. $200.00 subject to the order of Juan Tovar and other defendants, according to their respective interests as may be determined by the Court, for Lot 86, Block 11, New City Block 8321, City of San Antonio, Bexar County, Texas, in connection with Woodlawn Hills Interceptor Main, Project S-14, S-15, A & B Parcel No. 3365;

Storm Drainage Improvement Bond Fund,
Series 1956, Account No. 479-03:

D. $100.00 subject to the order of Andres Zepeda and wife, Aurelia Zepeda, and other defendants, according to their respective interests as may be deteremined by the Court, for a portion of Lot 8, Block 7, New City Block 3015, City of San Antonio, Bexar Coutny, Texas, in connection with Storm Drainage Project #20, Parcel No. 3277.

2. PASSED AND APPROVED this 7th day of August, A.D., 1958.

/s/ J. EDWIN KUYKENDALL
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

AN ORDINANCE 26,793

APPROPRIATING THE SUM OF $1,500.00 FOR CONTINGENCIES ARISING IN CONNETION WITH THE ENGINEERING CONTRACT FOR THE NEBRASKA STREET PROJECT:

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

1. The sum of $1,500.00 is hereby appropriated out of No. 479-01 Street Improvement Bond Fund (1956 Series) to be used for contingencies arising under the contract for engineering services, approved by Ordinance No. 22264, February 2, 1958, for the Nebraska Street Project.

2. PASSED AND APPROVED this 7th day of August, A.D., 1958.

/s/ J. EDWIN KUYKENDALL
Mayor

ATTEST:

/s/ J. FRANK GALLAGHER
City Clerk

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AN ORDINANCE 26,794

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND TERRELL BARTLETT ENGINEERS FOR ENGINEERING SERVICES ON CERTAIN STORM DRAINAGE IMPROVEMENTS.

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

That this ordinance makes and manifests a contract between the City of San Antonio hereinafter called the "City" and Terrell Bartlett Engineers, hereinafter called the "Engineer", as follows:

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

STORM DRAINAGE IMPROVEMENT PROJECT NO. 57 - 58A

SECTION I
CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

(1) Attend Preliminary conferences with City officials regarding the project.

(2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed locat on map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly the Engineer's recommendat ons. Such report shall conform to the master plan as near as possible where applicable. Such report should inckude a plan for coordinating and scheduling with other poposed projects where possible conflicts are involved.

(3) Furnish the City five (5) copies of thepreliminary report, including preliminary layouts, sketches and cost estimates.

(4) Furnish City with statement of anticipated completion time of design phase after approval of preliminary phase by Director of Public Works.

B. Design Phase:

(1) Perform field surveys necessary to collect information required in the design of the project. Establish a minimum of one permanent bench mark set to U. S. Coast & Geodetic Survey Datum, at a location approved by the City.

(2) Plan and supervise other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by By city, if authorized in accordance with Section III D.

ORDINANCE 26,794 (Cont'd)

(3) Furnish to the City, a detailed right-of-way map showing all dimensions bearing ties, control points and staking of right-of way. Furnish seven (7) copies of individual plats and field notes for acquisition of right-of-way. (For payment for this service see Sec. III C-5).

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

On street projects, the following shall be furnished:

PLAN

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

RIGHT-OF-WAY:
Show property lines of street project and intersecting side side streets, alleys, drainage easements and railroad right-of-way.

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

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

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

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

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

TITLE SHEET:
THE title sheet shall include a map showing the location of the proposed construction and detour routes if required.

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

CROSS SECTIONS:
Cross sections must be submitted for approval, but shall not be included in the final plans.

(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities base, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

(6) Furnish to the City, for approval, a copy of the final design plans and specifications before proceeding with Step 7.

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

(8) Assist the City in the advertisement of the project for bids.

(9) Assist the City in the opening and tabulation of bids for construction on the project and recommend to the City as to the proper action on all proposals received. Furnish the City with five (5) copies of the bid tabulations and recommendation.

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

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

C. Construction Phase:

(1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of the Engineer or a competent representative of the Engineer to the site of construction. In the administration of the project, the Engineer will endeavor to protect the City against defects and deficiencies in the work of contractors but he does not guarantee the performance of their contracts.

STAKE OUT: (On street projects only)

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

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

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

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

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

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

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

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

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

SECTION II

PERIOD OF SERVICE

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

After acceptance and approval by the City of the preliminary study and report, indicating any specific modifications or changes in scope desired by the City, the Engineer will proceed with the performance of the services called for in Section IB. (Design Phase) of this agreement so as to deliver completed plans, specifications, and estimates of cost for all authorized construction on the project within the time outlined by the Engineer as specified in Section I A. (4). If the Engineer cannot complete the Design Phase as outlined, he shall notify the City of this fact together with reasons for the delay for approval by the City. Following the award by the City of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section I C. (Construction Phase) of this agreem ent.

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

SECTION III

COORDINATION WITH THE CITY & FEE SCHEDULE

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

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

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

A. Fee Schedule

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

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

The schedule used for payment of services shall be used on classification "B" above. The fee as computed from this schedule shall not be less than the maximum fee which would obtain if calculated under the next lower cost bracket. This sum is due and payable upon submission to the City of the required report, sketches and estimates, and approval and acceptance thereof by City, which shall take place within 45 days after submission of satisfactory and adequate information.

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

Preliminary Phase	10%	Based on Engineer's cost estimate
Design Phase	65%	Based on Engineer's cost estimate
Construction Phase	25%	Based on Actual construction cost

B. Method of Payment

Payment shall be made as follows:

Preliminary Phase - - - total amount payable after approval of phase by the city.

Design Phase . . . - - - partial payment may be made monthly upon submission of an invoice by the Engineer and shall be based on the following:

Field Surveys - - - up to 30%
Plans . - - - - - - - up to 30%
Construction field layout - - up to 30%
Specifications - - - - - - - - 7% upon submission
Contract award - - - - - - - - -3% after recommendations as to proper action on proposal received.

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

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

If the project for which detailed plans and specifications has not been advertised for bids within 90 days after acceptance of the complete plans and specifications by the City, then 97% of the fee specified above for the design phase shall be paid by the City to the Engineer. Said payment shall be based on the estimated construction cost of the project. After a bid has been accepted, such bid shall constitute the true basis on which the Engineer's fee is calculated, and adjustments shall be made accordingly, so that the total fee paid to the Engineer shall be equal to the fee to which he is entitled hereunder, based on the actual cost of construction.

C. Services Not Included in Above Fees:

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

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

SECTION IV.

REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the City, such revisions of the preliminary drawings as may be required to meet the needs of the City, but after a definite plan has been approved by the City, if a decision is subsequently made which, for its proper execution, involves extra services and expenses for changes in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delay imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the percentage fee stipulated in this agreement. Compensation for such extra services and expense shall be at salary cost plus 100%, plus reimbursement for other direct costs.

SECTION V
OWNERSHIP OF DOCUMENTS

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

SECTION VI

ARBITRATION OF DISPUTES

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

A. The City and the Engineer shall each appoint an arbitrator, who together shall select a third arbitrator.

B. Arbitrators shall have full power to investigate such dispute, hear witnesses, examine papers, drawings and documents and take professional expert opinion thereon and shall arbitrate and decide such dispute to carry out the intentions of the parties and do justice between them. Their decision shall be a condition precedent to any court action.

C. In the event arbitrators are unable to agree upon the selection of the third arbitrator, or having selected such arbitrator, the three arbitrators are unable to reach an agreement, then the arbitration shall be considered to have been exhausted.

SECTION VII

TERMINATION

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

SECTION VIII

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J.Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

3. Signed and accepted this ___ day of _____ 1958. A. D.

THE TERRELL BARTLETT ENGINEERS

By: A. M. Erskine

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AN ORDINANCE 26,795

ACCEPTING THE LOW BID OF MEADER CORPORATION IN THE AMOUNT OF $88,415.23, FOR CONSTRUCTION OF STORM DRAINAGE PROJECT A-73, NORTHCREST HILLS SUBDIVISION DRAINAGE REVISIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAID WORK

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

1. The low bid of Meader Corporation, in the amount of $88,415.23, for construction of Storm Drainage Project A-73, Northcrest Hills Subdivision Drainage Revisions, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The sum of $88,145.23 is hereby appropriated out of No. 479-13, STORM DRAINAGE IMPROVEMENT BOND FUND, SERIES 1957, payable to Meader Corporation, for said work; payment shall be made in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,796

APPROPRIATING THE ADDITIONAL SUMS OF $356.27 PAYABLE TO E. C. HALL CO., CONTRACTOR, AND $35.63, PAYABLE TO WALTER HAGGARD, CONSULTING ENGINEER OUT OF SEWER IMPROVEMENT BOND FUND NO. 479-14, 1957 SERIES, FOR INCREASE TO ORIGINAL CONSTRUCTION ON SEWER PROJECT S-11

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

1. The sum of $356.27 is hereby appropriated out of Sewer Improvement Bond Fund, No. 479-14, 1957 Series, payable to E. C. Hall,Co., contractor, for increase to original construction on Sewer Project S-11.

2. The sum of $35.63 is hereby appropriated out of Sewer Improvement Bond Fund, No. 479-14, 1957 Series, payable to Walter Haggard, consulting engineer, for additional fee due to increase to original construction on Sewer Project S-11.

3. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,797

ACCEPTING THE LOW BID OF J. C. TRUEHEART, IN THE AMOUNT OF $17,481.00 FOR CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS ON CROWNHILL BOULEVARD AND BROADWAY, IN PROJECT S-22; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAME

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

1. The low bid of J. C. Trueheart, in the amount of $17,481.00, for construction of sanitary sewer improvements on Crownhill Boulevard, from the existing stub west of Busby Avenue to Broadway at Loop 13; Broadway, from Loop 13 to Sunset Road; Broadway from Lorenz Road to Brightwood Avenue; Nacogdoches Road, from existing manhole northeast of Broadway to Broadway; and Nottingham, from existing stub east of Broadway to Broadway, in Project S-22, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The sum of $17,481.11 is hereby appropriated out of No. 479-14, Sanitary Sewer Improvement Bond Fund, Series 1957, payable to J. C. Trueheart, for said work; payment shall be made in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,798

ACCEPTING THE LOW BID OF MITCHELL DARBY CONSTRUCTION CO., IN THE AMOUNT OF $386,250.35 FOR CONSTRUCTION OF A 42-INCH SANITARY SEWER SIPHON, KNOWN AS PROJECT S-28; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING THE SUM OF $386,250.35 TO PAY FOR SAID WORK

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

1. The low bid of Mitchell Darby Construction Co., in the amount of $386,250.35 for construction of a 42-inch sanitary sewer siphon (known as Project S-28) to be constructed from an existing junction chamber at the City of San Antonio Sewage Treatment Plant site to an existing siphon inlet chamber in the right-of-way of Loop 13 immediately north of Brooks Field, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The sum of $386,250.35 is hereby appropriated out of No. 479-14, Sanitary Sewer Improvement Bond Fund, Series 1957, payable to said Mitchell Darby Construction Co. for the above work; payment shall be made in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 7th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,799

ACCEPTING THE PROPOSAL OF M. R. MITCHELL FOR ENGINEERING SERVICES IN CONNECTION WITH A SPECIAL DRAINAGE PROJECT RELATED TO INTERSTATE HIGHWAY NO. 35 AND APPROPRIATING $725.00 OUT OF STORM DRAINAGE IMPROVEMENT BONDS FOR SUCH SERVICES

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

1. The proposal of M. R. Mitchell for certain engineering services in connection with a special drainage project related to Interstate Highway No. 35 is accepted. The services on which such proposal is accepted are as follows:

A. Right-of-way: Record search, surveys, computations, plats and deed descriptions: $ 275.00

B. Preliminary engineering, estimate and report: 450.00

as set out in the proposal attached hereto and made a part hereof.

2. The sum of $725. is appropriated to be paid to M. R. Mitchell out of 479-13 Storm Drainage Improvement Bond Fund for such services.

3. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,800

GRANTING PERMISSION TO C. A. MORLEY TO CONSTRUCT A SEVEN (7) FOOT REDWOOD FENCE ON HIS PROPERTY AT 238 ROCKHILL DRIVE

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

1. Permission is hereby granted to C. A. Morely to construct a seven (7) foot louvred redwood fence, one hundred (100) feet in length, on his property at 238 Rockhill Drive.

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,801

APPROPRIATING THE SUM OF $20.70 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND SERIES 1955 SECTION "A" FUND #478-01, PAYABLE TO FRED HUNTRESS, COUNTY CLERK, FOR BILLS OF COSTS INCURRED IN CONDEMNATION CAUSES #46941, #48169 AND #48230

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

1. The sum of Twenty and 70/100 ($20.70) Dollars is hereby appropriated out of Expressway and Street Improvement Bond, Series 1955 - Section "A" - Fund No. 478-01, payable to Fred Huntress, County Clerk of Bexar County, in payment of bills of costs incurred in the following condemnation causes, per statements attached:

Cause #46941, City of San Antonio vs. Robert M. Rodriguez, et al (Parcel #212) U. S. Highway #81 South Expressway	$ 2.35
Cause #48169, City of San Antonio vs. Jesus Martinez, et al (Parcels #958-59-60-, 977) U. S. Highway #81 Northeast Expressway	9.10
Cause #48230, City of San Antonio vs. J. L. Bart, Sr., et al, (Parcel #1252) U. S. Highway #81 Northeast Expressway	9.25
	$ 20.70

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,802

CREATING THE POSITION OF URBAN RENEWAL ADMINISTRATOR AND CHANGING THE TITLE AND SALARY RANGE OF FORESTER TO HORTICULTURIST, RANGE 20 ($345-$445)

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

1. There is created in the Municipal Civil Service the job classification and position of Urban Renewal Administrator, Range 36, Salary $695-$910.

2. In the Municipal Civil Service the job classification title Forester is changed to Horticulturist, Range 20, salary $345-$445.

3. PASSED AND APPROVED this 7th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,803

TRANSFERRING THE SUM OF $12,500 FROM ACCOUNT 07-04-01 OF THE GENERAL FUND TO ACCOUNT 10-07-01 OF THE GENERAL FUND

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

1. The sum of $12,500 is hereby transferred from account 07-04-01 of the General Fund to account 10-07-01 of the General Fund.

2. This appropriation is made to increase funds provided for Public Assistance Aid.

3. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,804

GRANTING THE PETITIONS OF THE CHURCH OF GOD CHURCH OF GOD (SEVENTH DAY), LA TRINIDAD METHODIST CHURCH, CHURCH OF THE LIVING GOD, P.G. OF T. AND THE BETHANY METHODIST CHURCH FOR EXEMPTION FROM CITY TAXES ON VARIOUS CHURCH PROPERTIES

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

1. That the property owned by the Church of God, the same being Lot 1, Blk. 2, NCB 6787, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1945, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1945 through 1957 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

2. That the property owned by the Church of God (Seventh Day), the same being Lot 4, Blk. 9, NCB 11196, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exemption from taxation effective June 1, 1957, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1957 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

3. That the property owned by La Trinidad Methodist Church, the same being Lots 20 and S.W. 16.7 ft. of 19, Blk. 2, NCB 743, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1951, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1952 through 1957 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

4. That the property owned by the Living God P. G. of T., the same being Lot 4, Blk. 36, NCB 6457, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1954, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1954 through 1957 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

5. That the property owned by the Bethany Methodist Church, the same being Lot 17, Blk. 3, NCB 12373, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1957, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1957 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

6. The original petitions of the above named organizations requesting tax exemption on the properties involved are attached hereto and made a part hereof.

PASSED AND APPROVED on the 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,805

LEASING TO PARKING INCORPORATED, LOT A-6, NEW CITY BLOCK 146, AT 510 WEST MARKET STREET, FROM JULY 1, 1958 TO JANUARY 31, 1959, FOR A RENTAL OF $375.00 MONTHLY

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

1. The City Manager is authorized and directed to execute a lease to Parking, Incorporated, on the parking lot at 510 West Market Street, being Lot A-6, New City Block 146, for the 6-month period from July 1, 1958, to January 31, 1959, at the rate of $375.00 per month rental, a copy of said lease being attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,806

AMENDING CONTRACT WITH HILTON HOTEL GARAGE TO PROVIDE FOR PARKING SPACE FOR AN ADDITIONAL FORTY (40) POLICE DEPARTMENT VEHICLES AND FOR ADDITIONAL RENTAL OF $340.00 MONTHLY

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

1. That certain contract between the Hilton Hotel Garage and the City of San Antonio dated February 7, 1957, and extended to January 31, 1959, by Ordinance 26682, is amended so as to increase the number of parking spaces from forty (40) to eighty (80) places for Police Department Vehicles, and to increase the monthly rental to be paid by the City from $300 per month to $640.00 per month.

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,807

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO THE SAN ANTONIO RIVER AUTHORITY TO PORTIONS OF THE APACHE CREEK CHANNEL

WHEREAS, the San Antonio River Authority is relocating and improving the channels of Apache, Alazan and San Pedro Creeks; and

WHEREAS, said San Antonio River Authority will handle the local drainage as a part of the relocation of said channels; and

WHEREAS, the City of San Antonio wishes to cooperate with the San Antonio River Authority on said project; 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 Quit claim Deed to the San Antonio River Authority to portions of the present Apache Creek Channel shown on a plat attached hereto and more fully described by field notes in said Quitclaim Deed.

2. The Quitclaim Deed is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 7th day of August A. D. 1958.-

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,808

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO, TEXAS, AND THE PROSPECT HILL YELLOW JACKETS PERTAINING TO CERTAIN REAL PROPERTY KNOWN AS ROSEDALE PARK WHICH IS OWNED BY THE CITY OF SAN ANTONIO AND LOCATED IN THE ROSEDALE PARK SUBDIVISION

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

1. This ordinance makes and manifests a lease contract between the City of San Antonio, Texas, and the Prospect Hill Yellow Jackets, in words and figures as follows, to-wit:

2. This contract is made and entered into by the City of San Antonio, Texas, a municipal corporation in Bexar County, Texas, hereinafter called""City", and the Prospect Hill Yellow Jackets of Bexar County, Texas, hereinafter called the Prospect Hill Yellow Jackets, WITNESSETH:-

3. In consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid tothe City of San Antonio by the Prospect Hill Yellow Jackets, the City does hereby lease unto the said Prospect Hill Yellow Jackets the following described property, to-wit:

A tract of land known as Rosedale Park which is located in the Rosedale Park Subdivision, an addition within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 105, page 12, and recorded in the Deed and Plat Records of Bexar County, Texas, on February 18, 1892.

TO HAVE AND TO HOLD THE said land and premises hereby leased unto the said Prospect Hill Yellow Jackets, with all the rights, privileges, easements and appurtenances thereunto attaching and belonging unto the said Prospect Hill Yellow Jackets for and during the term of one (1) year, commencing on August 1, 1958, and ending on July 31, 1959.

4. It is agreed that the premises are herein leased to the Prospect Hill Yellow Jackets f for the purpose of Little League baseball and is conditioned upon the continued use of such premises for Little League baseball as that term is recognized by State and National Little League organizations. At any time the premises cease to be used for Little League baseball purposes, this lease shall automatically terminate and the property shall revert to the City.

5. The Prospect Hill Yellow Jackets agree to indemnify and hold harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, the Prospect Hill Yellow Jackets agree to obtain an insurance policy protecting the City from any liability to persons or property damaged or injured on such premises and will have the City named as co-insured in the said policy. Such policy shall be for not less than $100,000 for personal and bodily injuries and $5,000 for property damages, shall be delivered to and kept by the City Clerk of the City, and shall be maintained throughout the life of this lease.

6. Upon termination or expiration of this lease, the Prospect Hill Yellow Jackets agree to peaceably yield possession of said property to the City. And upon termination or expiration, all improvements placed upon the property during the existence of same shall become the property of the City.

7. It is agreed that in the event of any violation of any term or condition of this lease agreement by the Prospect Hill Yellow Jackets, the City may, at its option, cancel or terminate the lease and take possession of the leased premises without being guilty in any manner of trespass, all and every claim for damages for and by reason of such re-entry being expressly waved by the Prospect Hill Yellow Jackets.

8. The right is expressly reserved to the City, acting through the Council, to terminate this lease when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

9. PASSED AND APPROVED this 30th day of July A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

10. The foregoing instrument constitutes a contract between the City and the Prospect Hill Yellow Jackets and is accepted in all things by the undersigned.

PROSPECT HILL YELLOW JACKETS

By: Joe A. Garcia

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AN ORDINANCE 26,809

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE CONTRACT WITH LLOYD M. BROWN D.B.A. BROWN FLYING SERVICE FOR CERTAIN SPACE AT THE SAN ANTONIO INTERNATIONAL AIRPORT

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

1. The City Manager is authorized to execute on behalf of the City of San Antonio a lease of certain premises at the San Antonio International Airport to Lloyd M. Brown, doibng business as Brown Flying Service. A copy of such lease contract is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

This Lease Agreement, made this 7th day of August, 1958, between the City of San Antonio, in the County of Bexar, State of Texas, hereinafter called "Lessor" and LLOYD M. BROWN, doing business as and under the trade name of BROWN FLYING SERVICE, hereinafter called "Lessee".

WITNESSETH:

1. Lessor hereby demised and leases unto Lessee, for a term beginning on the 1st day of August, 1958, and ending on the 31st day of July, 1983, the following premises located at San Antonio International Airport (hereinafter called Airport), San Antonio, Bexar County, Texas:

PARCEL "A"

From a point which is the intersection of the centerlines of South Terminal Drive and East Terminal Drive thence south 3° 10' east 710.0' along the extended centerline of East Terminal Drive to a point; thence south 86° 50' west 640.5' to a point which is the northeast corner of parcel "A", and the point of beginning;

THENCE south 3° 10' east 180.0' to a corner;

THENCE south 86° 50' west 260.0' to a corner;

THENCE north 3° 10' west 180.0' to a corner;

THENCE north 86° 50' east 260.0' to the point of beginning, containing 46,800 square feet.

PARCEL "B"

From a point which is the southeast corner of parcel "A" and the point of beginning for parcel "B".

THENCE south 3°10' east 60.0' to a corner;

THENCE south 86°50' west 260.0' to a corner;

THENCE north 3° 10'west 60.0' to a corner;

THENCE north 86°50' east 260.0' to the point of beginning for parcel "B", containing 15,600 square feet.

Said leased premises are designated as Plot "F" on Exhibits 1 (being a schematic master plan for the Airport, showing existing and proposed improvements) and 2 (being a more detailed portrayal of said Plot "F") which are attached hereto and incorporated herein by reference.

In connection with the lease of said premises, Lessee shall have the right to:

A. Engage in the business of assembling, building, repairing, leasing, purchasing, or otherwise acquiring, selling, exchanging, disposing of aircraft of any class and description, engines, motors, aircraft instruments, devices, supplies and accessories appurtenant thereto for the purposes of sale as a distributor at wholesale. The servicing and operation of aircraft in transportation of the Lessee's employees and passengers, mail, merchandise, or freight and the maintenance of offices and the operation of undertakings of any phase of aviation activity related to or in any way contributing to Lessee's effective operation shall be permitted, but it is expressly understood that Lessee shall have no right to sell any item or service to any person or firm acquiring said item or service not for the purpose of resale, but as an ultimate consumer, and Lessee hereby expressly covenants that all sales of property or service made by Lessee on the leased premises will be made by Lessee as a distributor at wholesale.

B. The non-exclusive use, in common with others, of all public airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. For the purpose hereof, "public Airport facilities" 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. It is expressly understood, however, that Lessee's right to use such facilities in common with others shall be exercised subject to and in accordance with the laws of the United States of America and the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in

accordance with all rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by Lessor.

C. Locate, construct, erect and maintain improvements upon the leased premises for the purpose of conducting Lessee's business, subject to the limitations hereinafter set forth.

2. Lessee expressly covenants and agrees as follows:

A. No building shall be constructed on the leased premises within 50 feet of the boundaries of said premises, as shown on Exhibit 2.

B. Lessee shall, at his own expense, cause the leased premises, and the improvements and appurtenances thereto, to be maintained in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport.

C. Lessee shall, at his own expense, cause to be kept and maintained all permanent structures erected by him on the leased premises in good repair during the term hereof.

D. Lessee shall, at his own expense, cause to be removed from the leased premises, all waste and garbage, and Lessee agrees not to deposit same on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with collection or removal thereof.

E. Lessee shall save the Lessor harmless of and from any and all cost or charges for utility services furnished to or required by the Lessee during the term of this lease. Lessee is hereby given the right at Lessee's sole cost and expense, to connect to any and all storm and sanitary sewers, water and utilities services brought by Lessor to the leased premises; provided that Lessee shall pay for any and all services incurred or used on said leased premises.

F. Lessee will not suffer or permit to be maintained upon the outside of any improvements on the leased premises any billboards or advertising signs, except that Lessee may maintain on the outside of said buildings, its name on neatly painted, electric or neon sign or signs, which have been approved by Lessor as to their size, construction, location and general appearance.

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

H. Lessee agrees to pay an annual rent of Two Thousand Twenty-eight Dollars ($2,028.00) payable in advance in twelve equal monthly installments, the first installment being due and payable on the first day of August, 1958, and a similar installment being due and payable on the first day of each and every month thereafter. Provided, however, that if Lessee shall erect or cause to be erected any building on any portion of parcel "B", the annual rent hereunder shall be Two Thousand Four Hundred Ninety-six Dollars ($2,496.00), payable in advance, in monthly installments as aforesaid. And, provided further, that within thirty (3) days prior to each anniversary of this lease, the rental payment rate above set forth shall be adjusted in proportion to the increases or decreases in the indices of (a) the United States Bureau of Labor Statistics for Weekly Payrolls in manufacturing, and (b) of all Commodity Wholesale Prices, in the following manner; the indices of both (a) and (b) shall be averaged arithmetically for the last available twelve (12) monthly indices and compared to the averaged base indices set forth which comparison shall automatically adjust the rental payment rate, provided, however, that said rental payment rate shall not be adjusted unless the computation as aforesaid shall result in a change in the rental rate of $0.005 or more per square foot. Such change shall become effective on the anniversary date of this lease for the ensuing twelve (12) months. 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 generally on the same data as at the date of granting of this lease, and shall be re-defined to the mutual satisfaction of both Lessee and Lessor in the event of change in form and basis of indices. As of the date of this Agreement, the U.S.B.L.S. index for Weekly Payrolls in manufacturing is 145.0 (February '58) and the Commodity Wholesaid Price index is 119.0 (February '58). All calculations to determine increases or decreases shall use these indices as their base.

I. 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.

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

K. Lessee shall pay all taxes and assessments levied against the buildings placed on the leased premises by Lessee, and will pay all taxes levied on other personal property of Lessee located on said premises. Lessee expressly covenants to pay all such taxes and assessments before same become delinquent.

L. Upon the termination of this lease, Lessee shall surrender the leased premises to lessor clear of all improvements constructed byLessee above ground level. Lessee expreslly covenants to effect the removal of all such improvements within 180 days after the termination of this lease. If such improvements have not been removed by Lessee at the expiration of such 180 day period, Lessor shall have the right to remove same at Lessee's

expense. It is expressly understood that Lessee shall be obligated to pay, and he hereby covenants and agrees to pay, the rental provided herein during all such time, after the expiration of this lease, that Lessee fails to remove such improvements, it being understood that the payment of such additional sums are intended to compensate Lessor for the loss of use of said premises, and payment of said additional sums shall not entitle Lessee to operate the hereinabove described business on the leased premises after the termination of this lease. Provided, however, that Lessor may, at its option, take title to said improvements in lieu of demanding removal thereof by Lessee.

M. Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property arising out of or in any way connected with the use or occupancy of the leased premises by Lessee, or arising out of or in any way connected with the exercise by Lessee of any of the rights and privileges granted hereby. As a part of this indemnity agreement, but without in any way limiting Lessee's obligation hereunder, Lessee covenants and agrees to carry public liability insurance, naming the City of San Antonio, Texas, as co-insured, in a minimum sum of $50,000 for one person and $100,000 for two or more persons and in addition thereto to carry a minimum of $10,000 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 cancellation of said policy and the following clause shall be inserted in said insurance policy: It is understood and agreed that the Airport Director 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 30 days after such notice is given.

N. All structures and improvements erected or placed on the demised premises shall be constructed, erected or placed thereon in full compliance with all applicable local and/or State codes and/or requirements in effect at the time of construction, erection or placement and plans for such structure shall have prior written approval of the Lessor.

O. Lessor agrees that in any action brought by Lessor to enforce specific performance of this agreement, or to recover damages for the breach hereof, Lessor shall be entitled to recover interest and reasonable attorney's fees.

P. Lessee shall furnish, on a fair, equal and non-discriminatory basis to all users thereof, good, prompt and efficient service adequate to meet all the demands for its service at the Airport. Lessee shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may make reasonable and non-discriminatory discounts, rebates and other similar types of price reductions to volume purchasers.

3. Lessor agrees as follows:

A. Lessor shall bring all utility lines to the limits of the leased premises.

B. So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, and performs all obligations herein imposed on Lessee, Lessee shall have the peaceable enjoyment of the leased premises.

C. Lessor shall prohibit the building of any structure on the land adjacent to the Airport entrance road directly opposite the West side of the leased premises in order that an effective display area of the Lessee may be visible to persons approaching and leaving the Airport.

4. Lessor reserves the following rights:

A. To further develop or improve the landing area of the Airport as it sees fit.

B. To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure which would constitute a hazard to aircraft.

C. To cancel this agreement by giving Lessee thirty days advance written notice upon or after the happening of any one of the following events:

(1) The filing by Lessee of a voluntary petition in bankruptcy.

(2) The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

(3) The taking by a court of jurisdiction of Lessee and Lessee's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(4) The appointment of a receiver of Lessee's assets.

(5) The divestiture of Lessee's estates herein by other operation of law.

(6) Default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee; provided, however, that no notice of cancellation for such default shall be of any force or effect if Lessee shall have remedied or corrected the default before the expiration of the aforementioned 30 days.

D. In the event the Lessor requires the demised premises for public Airport facilities, the Lessor reserves the right on six (6) months notice, to relocate or replace the Lessee's improvements in substantially similar form at another generally comparable location on said Airport.

7. National Emergency. 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 military 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.

8. Spnnsor'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 or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall relocate improvements or terminate this lease.

9. Notices to Lessor shall be deemed sufficient if in writing, and mailed, postage prepaid, addressed to City Clerk, City Hall, and Airport Director, San Antonio International Airport, 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 7th day of August, A. D. 1958.

CITY OF SAN ANTONIO, Lessor

By: B. J. Shelley
Asst. City Manager

ATTEST:
J. Frank Gallagher
City Clerk

LLOYD M. BROWN, Lessee

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AN ORDINANCE 26,810

ACCEPTING THE FOLLOWING LOW BIDS FOR CERTAIN IMPROVEMENTS TO THE CITY HALL ANNEX BUILDING; BID OF MOSEL & TERRELL PLUMBING CO., IN THE AMOUNT OF $18,136.00, FOR PLUMBING IMPROVEMENTS; BID OF HOGAN MECHANICAL CONTRACTING CO., IN THE AMOUNT OF $40,711.00, FOR AIR CONDITIONING IMPROVEMENTS; BID OF FRED CLARK ELECTRIC CO., IN THE AMOUNT OF $46,590.00, FOR ELECTRICAL IMPROVEMENTS, PLUS ALTERNATE BID IN THE AMOUNT OF $1,992.00 FOR BALLAST REPLACEMENT IN ELECTRIC FIXTURES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR SAID WORK; AND AUTHORIZING PAYMENT OF FUNDS FOR SAME

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

1. The following low bids for certain improvements to the City Hall Annex Building are hereby accepted.

(a) Bid of Mosel & Terrell Plumbing Co., in the amount of $18,136.00 for plumbing improvements, (to be completed within 48 days);

(b) Bid of Hogan Mechanical Contracting Co., in the amount of $40,711.00, for air conditioning improvements, (to be completed within 80 days);

(c) Base bid of Fred Clark Electric Co., in the amount of $46,590.00, for electrical improvements, plus alternate bid in the amount of $1,992.00 for ballast replacement in electric fixtures, (to be completed within 175 days).

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute contracts with Mosel & Terrell Plumbing Co., Hogan Mechanical Contracting Co., and Fred Clark Electric Co. for said work, said contracts to be the City Standard form construction contract embodying and including 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. Payment of the following sums to the contractors listed below is hereby authorized to be made out of the General Fund, Account No. 09-07-04, for said work, in such sums and at such times are are provided in their contract;

(a) $18,136.00 payable to Mosel & Terrell Plumbing Co.;

(b) $40,711.00 payable to Hogan Mechanical Contracting Co.;

(c) $48,582.00 payable to Fred Clark Electric Co.

5. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagner
City Clerk

AN ORDINANCE 26,811

ACCEPTING THE LOW BID OF MCELWRATH BROS., IN THE AMOUNT OF $26,443.80 FOR PARTICIPATION PAVING PROJECT NO. 19; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND PROVIDING FOR PAYMENT OF FUNDS FOR SAME

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

1. The low bid of McElwrath Bros., in the amount of $26,443.80, for Participation Paving Project No. 19, which is comprised of Thompson Place, from Niemeyer to Venus; and Vanderbilt, from Elgin to Clark, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The sum of $26,443.80 is hereby appropriated out of No. 479-11, Street Participation Bond Fund, payable to McElwrath Bros., for said work; the sum of $10,347.43 is hereby authorized to be transferred from No. 740, Street Participation Deposit Fund, to No. 479-11, Street Participation Bond Fund; payment shall be made in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,812

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

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

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

(CASE NO. 1002)

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

Lot 41, NCB 1936, Blk. 34.

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

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

4. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,813

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

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

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

(CASE NO. 1004)

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

Lots 1 and 2, Blk 4, NCB 2886.

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

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

4. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,814

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

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

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

(CASE NO. 969)

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

Lot 6, Blk. 4, NCB 3931.

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

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

4. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,815

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

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

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

(CASE NO. 964)

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

Lot 195, NCB 12008

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

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

4. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,816

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

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

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

(CASE NO. 934)

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

East 111.6' of Lot 11, Blk. 4, NCB 830.

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

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

4. PASSED AND APPROVED this 7th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,817

ACCEPTING THE PROPOSAL OF AMERICAN WASTE PAPER COMPANY IN THE SUM OF $2,579.17 FOR SALVAGE RIGHTS AT THE VARIOUS CITY DUMPS FOR A PERIOD ENDING OCTOBER 15, 1958

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

1. The proposal of the American Waste Paper Company to pay to the City of San Antonio the sum of $2,579.17 for salvage rights at the various City dumps for a period beginning August 16, 1958, and ending October 15, 1958. Said amount shall be paid to the City as follows: the sum of $1289.58 shall be paid on August 16, 1958, and the sum of $1289.59 shall be paid on September 16, 1958.

2. In all other respects, the right herein granted shall be exercised by the American Waste Paper Company subject to the terms and conditions contained in Ordinance No. 25257.

3. PASSED AND APPROVED this 14th day of August, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

The above grant of salvage rights is hereby accepted, subject to the terms and conditions outlined above and in Ordinance No. 25,257.

AMERICAN WASTE PAPER COMPANY

By: _____

AN ORDINANCE #26,818

Participation paving Project 'B'

ACCEPTING THE BID OF H. B. ZACHRY COMPANY FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS TO CERTAIN STREETS HERETOFORE ORDERED TO BE IMPROVED PURSUANT TO AN ORDINANCE ENACTED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS, ON THE 1ST DAY OF MAY, 1958; AUTHORIZING AND INSTRUCTING THE CITY MANAGER OF THE CITY OF SAN ANTONIO TO ENTER INTO A CONTRACT WITH SAID H. B. ZACHRY COMPANY FOR THE CONSTRUCTION OF SAID IMPROVEMENTS; AUTHORIZING AND INSTRUCTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST OF TEXAS CORPORATION EMPLOYING SAID CORPORATION TO ACT AS FISCAL AGENT FOR THE CITY; APPROPRIATING FUNDS FOR THE PURPOSE OF SATISFYING SAID CONTRACTS; MAKING OTHER FINDINGS AND DETERMINATIONS AND ENACTING OTHER PROVISIONS INCIDENT AND RELATING TO THE SUBJECT; DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

* *

WHEREAS, the City Council of the City of San Antonio has heretofore by ordinance duly passed and enacted on the 1st day of May, 1958, determined and declared the necessity for and ordered the improvement of the hereinafter described streets and avenues or portions thereof of the City of San Antonio, within the limits below set forth, and has determined to assess a portion of the cost of the improvements against the properties abutting the streets and avenues or portions thereof to be improved, and against the real and true owners thereof, and against the railways using, occupying or crossing such streets and avenues or portions thereof so ordered to be improved, for the improvements within the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof; said streets and avenues or portions thereof being described as follows, to-wit:

PROJECT "B" - May , 1958 CITY OF SAN ANTONIO, TEXAS

UNIT	STREET OR AVENUE	FROM	TO	WIDTH Face of Curb to Face of Curb
1	Plainview	E.P.L. N.W. 36th	W.P.L. Rosabell	30 ft
2	N. W. 22nd	N.P.L. Lombrano	S.P.L. Laurel	27 ft
3	Goodrich	S.P.L. Culebra	N.P.L. Poplar	27 ft
4	Henry	W.P.L. Zarzamora	E.P.L. Elmendorf	27 ft
5	Rivas	W.P.L. 24th	E.P.L. 25th	30 ft
6	N. Brazos	N.P.L. Ruiz	S.P.L. Poplar	30 ft
7	Arbor Place	W.P.L. N. Brazos	Creek (West)	30 ft
8	W. Houston	W.P.L. 20th	E.P.L. 21st	30 ft
9	W. Travis	W.P.L. 19th	E.P.L. 20th	30 ft
10	N.W. 19th	N.P.L. Houston	S.P.L. Travis	30 ft
11	W. Travis	E.P.L. Picoso	W.P.L. Hamilton	30 ft
12	Rosillo	S.P.L. Martin	N.P.L. Houston	30 ft
13	Chupaderas	N.P.L. Martin	S.P.L. Perez	30 ft
14	N. Brazos	S.P.L. Perez	N.P.L. Martin	30 ft
15	S. Trinity	N.P.L. Buena Vista	S.P.L. Commerce	30 ft
16	S. Sabinas	S.P.L. Monterey	N.P.L. Saunders	30 ft
17	Nueces	S.P.L. Buena Vista	N.P.L. Guadalupe	30 ft
18	San Fernando	E.P.L. Nueces	W.P.L. Las Moras	30 ft
19	S. Trinity	N.P.L. San Fernando	S.P.L. San Luis	30 ft
20	Saunders	E.P.L. S. W. 19th	W.P.L. Picoso	30 ft
21	Durango	W.P.L. Zarzamora	E.P.L. Hamilton	30 ft
22	Aztec	W.P.L. Zarzamora	E.P.L. Elmendorf	30 ft
23	Vera Cruz	E.P.L. Nueces	E.P.L. South Trinity	30 ft
23a	Vera Cruz	E.P.L. South Trinity	W.P.L. Pinto	27 ft
24	Leroux	E.P.L. S.W. 25th	W.P.L. S.W. 24th	42 ft
25	Meliff	S.P.L. Ave Maria & Del Rey	Pt. S. of El Mio	30 ft
26	Del Rey	W.P.L. San Pedro	E.P.L. Meliff & Ave Maria	30 ft
27	Anne Lewis	W.P.L. Grotto	E.P.L. Shearer Hills	30 ft
28	Audrey Alene	W.P.L. Grotto	W. End of Street	30 ft

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

WHEREAS, the City Council has approved such plans and specifications, including the proposed instructions to bidders and the proposed construction contract and bond and has by ordinance enacted on the 1st day of May, 1958, ordered that notice be given to bidders as required by law and the Charter of the City of San Antonio, and has ordered that sealed bids shall be received in the office of the City Clerk in the City Hall in the City of San Antonio until 2:00 o'clock PM Tuesday, May 27th, 1958; and

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

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

WHEREAS, after careful consideration of all bids received, the City Council rejected all bids and by ordinance dated July 17th, 1958, ordered that readvertisement for bids be made as required by the law and the Charter of the City of San Antonio, and ordered that sealed bids would be received in the office of the City Clerk in the City Hall in the City of San Antonio until 2:00 o'clock PM Tuesday, August 5, 1958;and

WHEREAS, such readvertisement for bids was published on two separate days once a week for two consecutive weeks prior to the time set for the receiving of bids in THE COMMERCIAL RECORDER, a newspaper of general circulation published in the City of San Antonio, the date of the first of such publications being at least fourteen (14) days prior to the date set for receiving bids; and

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

WHEREAS, after careful consideration of all bids received, the City Council finds that the bid of H. B. Zachry Company is the lowest and best bid and that said bidder is the lowest responsible bidder; and

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

* *

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

1. The bid of H. B. Zachry Company shall be and the same is hereby accepted and the City Manager is hereby authorized and directed to enter into a contract with said H. B. Zachry Company, which contract shall be in words and figures as follows, to-wit:

CONSTRUCTION CONTRACT

(GENERAL FORM)
(JULY, 1956—5M)

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

CONTRACT FOR THE CONSTRUCTION AND COMPLETION OF

CERTAIN STREETS AS LISTED ON THE PLANS AND DESIGNATED AS PARTICIPATION PAVING PROJECT NO. "B"

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

H. B. ZACHRY COMPANY

Party of the Second Part, hereinafter termed "Contractor"; said agreement being made pursuant to the charter powers of said City and the ordinances and resolutions of its governing body:

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

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

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

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

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

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

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

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

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

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

Street improvements to a certain portion of Plainview Street and of certain other streets and avenues or portions thereof described in an ordinance determining the necessity and ordering the improvement thereof, passed and enacted by the City Council of the City of San Antonio on May 1, 1958, including all labor, materials, equipment and appurtenances thereto, in accordance with plans on file in the office of the Engineering Division, Department of Public Works, City of San Antonio, Texas, and specifications attached hereto and made a part hereof.

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

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

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

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

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

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

16. **WORK AND MATERIALS.** All materials used for the purpose of said work shall be the best of the several kinds specified therefor, and such as may be approved by said Engineer; and all of said work shall be executed in a good, thorough and workmanlike manner, under the direction and to the satisfaction in all respects of the said Engineer, who, together with all assistants and inspectors under his direction, or in the employ of the City, for the purposes of said work, shall at all times have free access to all parts of the work, stores, materials, and shall be privileged to take such samples of all materials and to cause tests of said materials or of any part of the work to be made as said Engineer may direct; and Contractor shall render all assistance required of him by such Engineer in connection with any such test; and if the work or any materials brought on the ground for use in said work, shall be condemned, either wholly or in part by said Engineer as unsuitable or improper, Contractor shall remove forthwith all such condemned work and materials from the site of said work; and said Engineer shall likewise be authorized to condemn any tools, implements or machinery being used or intended for use by Contractor on said work.

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

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

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

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

21. TIME TO BEGIN AND COMPLETE WORK. The work embraced in this contract shall be begun by Contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced. And after beginning said work Contractor shall prosecute the same continuously and diligently for and during the period of 180 consecutive working days, during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Engineer may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. And the place or places where, and or the time when any part of the work shall be begun or prosecuted by Contractor shall be subject to the direction of the City.

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

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

24. DAMAGES FOR DELAY. If Contractor shall fail to complete the work herein specified within the time herein limited or which may be allowed therefor he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of Fifteen ($15.00) Dollars per day per inspector from said time allowed for the completion of the work until the completion thereof; and in addition to said wages of inspectors, the sum of ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS ~~Dollars~~ per day for the period of such overtime shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but estimated and agreed to as fixed and liquidated damages due to said City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being as essential element and consideration. The amount of all such damage shall be fixed and determined by the written certificate of said Engineer, whose judgment shall be final disposition thereof.

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

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

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

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

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

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

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

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

~~Bexar County, Texas~~, to the Contractor as hereinafter provided out of its fund for street improvements, to-wit: ~~the following sum or amount or amounts, or prices, to wit:~~ The unit prices for work and labor set forth in the Contractor's proposal, which bid prices, based on the estimated quantities contained in such proposal which is incorporated herein by reference, total the sum of TWO HUNDRED FIFTY-THREE THOUSAND, SIX HUNDRED FIFTY-NINE AND 47/100 ($253,659.47) DOLLARS. The amount due the Contractor under this contract shall be paid partly in cash by the City and partly by the issuance and delivery to assessments which said certificates shall evidence shall be levied pursuant to and shall mature and bear interest as provided in the ordinance passed and enacted by the City Council on May 1, 1958, to which reference is here made. The manner in which the time when the sums payable by the City to the Contractor will be paid and said certificates issued and delivered, are set out in the Instructions to Bidders which are incorporated intothis contract. The City has this day, simultaneously with the execution of this contract, entered into a contract with First of Texas Corporation, as Fiscal Agent, in conformity with the copy of such contract which is attached to the Instructions to Bidders. Under the provisions of such contract, First of Texas Corporation has agreed, among other things, to purchase the certificates of special assessment from the contractor, under the circumstances and subject to the limitations set out therein, it being understood, that the City does not by any of the provisions of this contract, assume such obligations of the Fiscal Agent. The payment of the contract prices in the manner above stipulated shall constitute

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

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

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

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

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

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

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

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

39. CONSTRUCTION BOND. Contractor hereby agrees to execute with sureties and to deliver to the City, at once a "Construction Bond" of the total amount of the contract price, for 253,659.47 Dollars, approved by the City Manager as to form and sufficiency, conditioned that Contractor shall faithfully construct and complete said structures, work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work, structures and improvements as distinguished from the repair and maintenance thereof after acceptance, and also otherwise conditioned, all as will more fully appear from said Construction Bond which is hereto attached and made a part hereof.

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

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

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

43. PURCHASES, PAYMENT FOR MATERIALS, CREDITS. For all materials ordered, Contractor shall make due payment on draft with bill of lading attached, or in such other manner of payment as is required in the City contract under which the order is made, or if no method of payment is prescribed in such contract, then in such time and manner as the City Manager may direct; and Contractor shall also pay promptly all transportation charges and all other costs and expenses in connection with each such order or purchase; and City shall be and is hereby authorized to deduct and retain from the first or any subsequent estimate payable to Contractor under this contract all such amounts in this paragraph mentioned owing and remaining unpaid on account of any order for such materials; and such amounts shall be retained and held by City to reimburse City or for payment to the person, firm or corporation to whom such payment is due or owing. Contractor shall be entitled to credit or repayment in such manner as to make good to Contractor the cost of all such materials charged to or paid for by Contractor which may be rejected by the Engineer, and the Engineer shall certify to such rejection, all in accordance with the provisions of the City contract under which such materials were ordered; except, such materials as may have been destroyed, damaged or confused with other materials in which case such credit or repayment shall not be made unless the amount thereof shall be chargeable to or allowed by the vendors. In case any such materials shall be ordered by Contractor and such order shall be approved by the Engineer, but such materials shall not be provided under such City contracts or shall be rejected or condemned by the Engineer; and if Contractor shall not be able to procure acceptable materials under such City contracts, but shall be obliged to provide the same from other sources, then the City shall pay or allow to Contractor such sum, if any, required, as may be necessary to make good to Contractor the excess in the true cost of such materials from other sources above the price at which such materials were to have been furnished under any such City contract made and entered into by the City before the opening of Contractor's bid for the work included hereunder; provided, that whenever Contractor proposes to purchase any such materials at a price which would make the City liable to pay such additional sum, then the right of Contractor to claim such additional sum shall be conditioned upon the Contractor submitting in writing to the Engineer a signed statement of the prices proposed to be paid for such materials and obtaining written approval thereof before purchasing such materials; and provided, further, that it is hereby agreed that the City shall neither be liable to Contractor for any manner of damages on account of anything in connection with such orders, purchases or shipments of materials, nor for any claim on account thereof, except as herein expressly provided; but in case the work of Contractor be delayed, through no fault of his, by any matter or circumstance connected with any such order, purchase or shipment of materials then an allowance of time equal to such delay shall be made, to be finally and conclusively fixed and determined by the Engineer; and provided, further, that no participation which the City may have in the matter of negotiating for or providing such materials shall in any manner, except as in this article expressly provided, be deemed to release or diminish the responsibilities and obligations of Contractor or any surety of Contractor under any provision of this contract or any bond given by Contractor in connection therewith.

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

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

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

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

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

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

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

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

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

thereunto duly authorized does now sign, execute and deliver this instrument.

52. Done at San Antonio, Texas, on 14 day of August A. D. 1958.

CITY OF SAN ANTONIO

By_____

(CITY SEAL) City Manager.

_____

Contractor.

ATTEST:

_____ By_____

City Clerk. Agent.

CONSTRUCTION BOND

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

KNOW ALL MEN BY THESE PRESENTS:

53. That we

as Principal, and
as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of $253,659.47 for the payment of which sum well and truly to be made in and to said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally;

54. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion within and for said City of certain structures, work and improvements generally described as street improvements to a certain portion of Plainview Street and of certain other streets and avenues or portions thereof described in an ordinance determining the necessity and ordering the improvement thereof, passed and enacted by the City Council of the City of San Antonio on May 1, 1958, including all labor, materials, equipment and appurtenances thereto, in accordance with plans on file in the office of the Engineering Division, Department of Public Works, City of San Antonio, Texas, and specifications attached hereto and made a part hereof;

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

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

56. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this_____ day of_____ A. D. 19____.

57. The foregoing bond is approved and accepted this

_____ 19____.

_____
City Manager.

_____
Contractors and Principals.

By_____
Agent.

(SEAL)

_____
Sureties.

By_____
Agent.

PROPOSAL

TO

CITY OF SAN ANTONIO, TEXAS

FOR THE CONSTRUCTION OF
PARTICIPATION PAVING PROJECT "B"

IN SAN ANTONIO, TEXAS

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

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

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

PROPOSAL SHEET

Item No.	Approximate Quantities	Unit and Description and Unit Bid Price Written in Words
1	4,678.33	L.F. "Remove Conc. Curbing" for No..... dollars and thirty (.30)..... cents per Unit
2	5,742.31	1. Total Amount - $1,403.50 Sq.Ft. "Remove Conc. Driveways" for No..... dollars and ten (.10)..... cents per Unit
3	5,212.66	2. Total Amount - $574.23 Sq.Ft. "Concrete Driveways" for No..... dollars and sixty (.60)..... cents per Unit
4	2,590.98	3. Total Amount - $3,127.60 Sq.Ft. "Remove Conc. Sidewalks" for No..... dollars and ten (.10)..... cents per Unit
5	773.47	4. Total Amount - $259.10 Sq.Ft. "Concrete Sidewalks" for No..... dollars and sixty (.60)..... cents per Unit
6	47,397.21	5. Total Amount - $464.08 L.F. "Concrete Curbing" for One (1)..... dollars and forty-one (.41)..... cents per Unit
7	29	6. Total Amount - $66,830.07 Ea. "Adj.San & Storm Sewer Manholes" for No..... dollars and eighty (.80)..... cents per Unit
8	50,215.23	7. Total Amount - $2,320.00 C.Y. "Excav. & Preparation of Subgrade" for One (1)..... dollars and ten (.10)..... cents per Unit
9	93.936.32	8. Total Amount - $55,236.75 Sq.Yd. "Flexible Base" for One (1)..... dollars and no ..... cents per Unit

9. Total Amount - $93.936.32

PROPOSAL SHEET

Item No.	Approximate Quantities	Unit and Description and Unit Bid Price Written in Words
10	17,380	Gal. "Prime Coat" for ..No----------dollars and ..twenty-four .(.24)--cents per Unit
11	8,690	10. TotalAmount - $4,171.20 Gal. "Tack Coat" for ..No----------dollars and ..one (.01)----------cents per Unit
12	4,345.09	11. Total Amount - $86.90 Tons "Surface Course" for ..Five .(5)----------dollars and ..sixty-five (.65)---cents per Unit
13	1	12 Total Amount - $24,549.76 Ea. "Curb Drain Outlet" for ..Seven hundred .(700)------.dollars and ..no----------cents per Unit
	GRAND TOTAL AMOUNT, ALL ITEMS --	$ 253,659.51 for .....dollars and ..... cents per Unit

It is understood and agreed that the work is to be completed in full in 180 working days.

Accompanying this Proposal is a Bid Guaranty in the amount of _____

_____ Dollars ($_____), said amount being

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

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

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

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

Amount of Bid: $253,659.47

Signed /s/ H. B. Zachry Co.

/s/ J. D. Lang

(J. D. Lang)

Vice President

Box 10188

Address

San Antonio 21, Texas

Address

Please return bidders check to as above

Name

Tel. No. WA 21213

Address

Date

Address

3

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

3. After said contract has been executed by the City Manager and attested by the City Clerk, and after said H. B. Zachry Company has executed the same, the 100% Performance bond of said H. B. Zachry Company shall be filed as required by law.

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

THE STATE OF TEXAS }
COUNTY OF BEXAR }

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

W I T N E S S E T H :

WHEREAS, the City of San Antonio has by ordinance duly passed and approved on the 1st day of May, 1958, determined the necessity for and ordered the improvement of certain streets or avenues or portions thereof of the City of San Antonio, Texas, and contemplates levying special assessments against the properties abutting the streets or avenues or portions thereof to be improved, and against the owners thereof for a portion of the cost of such improvements, pursuant to the provisions of the Acts of 1927, 40th Legislature, First Called Session, Page 489, Chapter 106; and pursuant to the laws amendatory thereof and supplementary thereto (said Act of 1927 and such laws being commonly referred to as Article 1105b, Revised Civil Statutes of Texas, 1925, as amended).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

ARTICLE I

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

(a) Fees of any attorneys employed by the Fiscal Agent to assist the City Attorney of the City of San Antonio in the preparation of the assessment proceedings and other legal instruments necessary or advisable in order that the City may levy valid assessments against the owners of abutting properties and their properties for the portion of the cost of such improvements which it has or may determine to assess against them; such proceedings consisting of ordinances, notices, assessment certificates, and other proceedings. Such ordinances and proceedings shall in all cases be approved by the City Attorney of the City of San Antonio prior to submission to the City Council.

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

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

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

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

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

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

ARTICLE II

The Fiscal Agent further agrees that it will, at the time, in the manner, for the consideration and, subject to the conditions contained in Article III of this contract, purchase from the Contractor constructing the improvements each assignable certificate of special assessment which is issued by the City to the Contractor which evidences the levy of an assessment against the owner of a piece of real property abutting a portion of the street or avenue which has been improved and evidences the fact that an assessment has also been levied against such abutting property. Such certificates and any collateral or cumulative mechanics' lien contracts shall be assigned, without recourse, by the Contractor to the Fiscal Agent at the time the Fiscal Agent pays the consideration for such certificates.

ARTICLE III

(a) The Fiscal Agent agrees that it will within thirty (30) days from the date the improvements in each group of improvement units are completed, and accepted by the City by ordinance, pay to the Contractor the unpaid principal balance due on each such certificate, together with accrued interest, if any, due thereon (except certificates representing unauthorized improvements as hereinafter defined).

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

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

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

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

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

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

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

(g) It is agreed that the City does not guarantee the collection of the assessments levied against the owners of abutting properties and their properties, but the City does agree to exercise and exhaust all of its lawful powers to aid in enforcing the collection of such assessments, and will hold for and deliver to the Contractor or its assignee any sums collected between the date of the acceptance of the improvements and the date of delivery of the certificates to the Contractor or its assignee, as well as any sums which may thereafter be paid to said City as payment on or of such assessments.

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

recognized that in many instances, if the curbing and/or paving are omitted to a portion of a street or avenue, the drainage of such street or avenue may be seriously impaired. Therefore, the City reserves the right to eliminate any improvement unit (or any block therein) from the improvement program, if any one or more of the owners of exempt property in such unit is unwilling to fix valid mechanics' liens upon his property, or to otherwise satisfactorily secure the payment of his share of the cost of the improvements. The Contractor and the Fiscal Agent shall, at all times, keep the City Engineer advised as to properties which are to be "skipped" so that the City may exercise the right herein reserved to eliminate a unit or units or block within a unit or units from the assessment program.

(i) In order to eliminate the construction, through oversight, of improvements abutting exempt property, in those instances where valid mechanics' liens have not been executed by the owners of such properties and where no other satisfactory security has been furnished, the Contractor and the Fiscal Agent will be required to cooperate with each other in every reasonable way in carrying out the program of soliciting the execution of valid mechanics' lien contracts, and particularly:

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

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

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

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

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

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

(m) The City agrees that it will not accept the improvements constructed in any improvement unit unless all improvements have been constructed in all units except those improvements which have been omitted with the consent of the City or abandoned by the City.

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

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

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

EXECUTED this, the day of 1958.

CITY OF SAN ANTONIO

By _____
City Manager

ATTEST:

_____
City Clerk, City of San Antonio

(SEAL OF CITY)

FIRST OF TEXAS CORPORATION

By _____
President

ATTEST:

_____

(CORPORATE SEAL)

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

6. The sum of $ 163,663.40 shall be and it is hereby appropriated out of and from unappropriated monies on hand and to the credit of the City in the Street Improvement Bond Fund, 1957 Series, 479-11, for the purpose of satisfying all amounts which the City will be obligated to pay to said H. B. Zachry Company on said construction contract and to said First of Texas Corporation on said fiscal agency contract. The sum of $140,194.26 of such appropriation shall be for the purpose of satisfying the City's share of the cost of the street improvements to be constructed and shall be appropriated for the benefit of H. B. Zachry Company . The sum of $ 23,469.14 of such appropriation shall be for the purpose of satisfying the City's obligation to First of Texas Corporation. The appropriation hereby made shall be reflected on the proper books and records of the City and such appropriated monies shall be used for no other purpose until the final amounts due to H. B. Zachry Company and to First of Texas Corporation have been paid and satisfied and any balance of the money hereby appropriated then remaining may become and shall be available for further use and appropriation for the purpose for which said monies were originally budgeted into such fund.

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

8. The fact that numerous streets and avenues or portions thereof listed in this ordinance are in such poor condition that the health and safety of the public is endangered, and the fact that the improvement of such streets or avenues or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, creates an emergency requiring this ordinance to take effect immediately, and therefore, this ordinance shall be and become effective immediately upon its passage and approval.

9. PASSED AND APPROVED this 14th day of August 1958.

J. Edwin Kuykendall

Mayor, City of San Antonio

ATTEST:

J. Frank Gallagher

City Clerk, City of San Antonio

(SEAL OF CITY)

APPROVED AS TO FORM:

City Attorney

AN ORDINANCE 26,819

ACCEPTING THE DEED FROM ALOIS JUPE TO A PORTION OF LOT 10, BLOCK ONE, NEW CITY BLOCK 12891, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO FOR THE WIDENING OF RIGSBY AVENUE

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

1. The deed from Alois Jupe, Individually and as Community Survivor of the Estate of Annie Jupe, deceased, conveying to the City of San Antonio, a portion of Lot 10, Block 1, New City Block 12891, lying within the corporate limits of the City of San Antonio, more fully described in that deed recorded in Volume 4159, Page 565, of the Deed Records of Bexar County, Texas, reference to which is hereby made, is hereby accepted.

2. This acquisition was deemed necessary by the Zoning and Planning Commission for the purpose of widening Rigsby Avenue as a requirement in Zoning Case No. 941, and no money shall be appropriated in payment therefor.

3. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,820

ACCEPTING THE DEED FROM J. A. RICHARDSON AND WIFE, MARTHA L. RICHARDSON, TO THE SOUTH FIVE (5) FEET OF LOT 34, BLOCK 2, NEW CITY BLOCK 11,314, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR THE WIDENING OF WEIR AVENUE

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

1. The deed from J. A. Richardson and wife, Martha L. Richardson, conveying to the City of San Antonio:

> The South five (5) feet of Lot 34, Block 2, New City Block 11,314, lying within the corporate limits of the City of San Antonio, Bexar County, Texas,

is hereby accepted.

2. This acquisition was deemed necessary by the Zoning and Planning Commission for the purpose of widening Weir Avenue as a requirement in Zoning Case No. 1003, and no money shall be appropriated in payment therefor.

3. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,821

APPROVING THE LOCATION OF RIGHT-OF-WAY FOR STREET IMPROVEMENT PROJECT ON SOUTH MILITARY DRIVE FROM UPSON ROAD TO LOOP 13 INTERSTATE; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN

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

1. The location of right-of-way for the proposed South Military Drive Connection between the intersection of Upson Road and W. W. White Road and the intersection of Loop 13 Interstate and W. W. White Road, requiring additional right-of-way on both sides of present W. W. White Road south of Upson Road, said right-of-way location being more particularly shown by the shaded areas on the map filed with the City Clerk and incorporated herein by reference, is hereby approved.

2. The Department of Housing and Inspections is hereby directed to refuse any building permits for the erection of any structure between and upon the proposed right-of-way herein established for the improvement of W. W. White Road, and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure when the cost of the repairs or alterations to be made within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made.

3. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,822

ABANDONING AND CLOSING PART OF THE ALLEY IN NEW CITY BLOCK 3248, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO SAME TO L. B. CONNELL FOR THE SUM OF $1,866.00

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

1. The part of the alley abutting Lots 13, 14, 15, 28, 29 and 30, in Block 91, New City Block 3248, is abandoned and closed.

2. The City Manager is authorized to execute a Quitclaim Deed to same to L. B. Connell for the appraised price of One Thousand Eight Hundred Sixty-six and No/100 ($1,866.00) Dollars.

3. PASSED AND APPROVED this 14th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,823

ABANDONING AND CLOSING A CERTAIN PARK AND STREETS IN NEW CITY BLOCKS 12,765 AND 12,766; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO SAME TO QUINCY LEE, IN CONSIDERATION OF SAID QUINCY LEE'S DEDICATION OF ANOTHER PARK AND STREETS ABUTTING NEW CITY BLOCKS 12,765 AND 12,766, PURSUANT TO THE RECOMMENDATION OF THE DIRECTOR OF PLANNING FACILITATING ACCESS TO WEST AVENUE

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

1. The park and streets in New City Blocks 12,765 and 12,766, lying within the corporate limits of the City of San Antonio, Bexar County, Texas, and shown on the attached vacating plat, are hereby abandoned and closed.

2. The City Manager is hereby authorized to execute a Quitclaim Deed to the above described property, being more fully described by field notes in the Quitclaim Deed attached hereto and made a part hereof, in consideration of the dedication by the said Quincy Lee of a new park in and streets abutting New City Blocks 12,765 and 12,766, as shown on the new subdivision plat approved by the Planning Commission of the City of San Antonio on June 19, 1957, attached hereto and made a part hereof.

3. This exchange of property is made pursuant to the recommendation of the Director of Planning facilitating access to West Avenue.

4. PASSED AND APPROVED this 14th day of August A D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,824

APPROPRIATING $12,472.68 OUT OF BOND FUND NO. 479-12, STREET RIGHT-OF-WAY PURCHASE BONDS, SERIES 1957, PAYABLE TO MAURO F. CANTU AND WIFE, LUCRECIA CANTU; AS FINAL PAYMENT FOR ALL CLAIMS IN CONDEMNATION CAUSE NO. 45,439

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

1. The sum of TWELVE THOUSAND FOUR HUNDRED SEVENTY-TWO AND 68/100 DOLLARS ($12,472.68), is hereby appropriated out of Bond Fund 479-12, Street Right-of-Way Purchase Bonds, Series 1957, payable to Mauro F. Cantu and wife Lucrecia Cantu, as final payment for all claims in Condemnation Cause No. 45,439, prosecuted to final judgment in County Court at Law No. Two of Bexar County, Texas.

2. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,825

APPROPRIATING CERTAIN FUNDS IN CONNECTION WITH THE CITY LAND ACQUISITION PROGRAM

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

1. The following sums are hereby appropriated out of the stated funds for the various designated projects:

Project 71-K, Storm Drainage - Storm Drainage Improvement Bonds, Series 1957, #479-13

1. $1,150.00 payable to George A. French, 1425 Donaldson, San Antonio, Texas, for a storm drainage easement over that property more fully described in that easement from George A. French to the City of San Antonio, incorporated herein by reference, Parcel No. 3547.

Airport Expansion Program - International Airport Bond and Construction Fund, 803-1, Federal Airport Aid Project, 9-41-080-5608

2. $90,000.00 payable to Commercial Abstract and Title Company, as escrow agent for Joe A. Peacock, Gunter Building, San Antonio, Texas, for a deed to that property described in the deed from Joe A. Peacock to the City of San Antonio, incorporated herein by reference; City Parcel 2550.

2. PASSED AND APPROVED this 14th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,826

ACCEPTING THE DEDICATION OF A STORM DRAINAGE EASEMENT FROM COLISEUM PARK APARTMENTS, INCORPORATED, TO CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR STORM DRAINAGE PROJECT 13X, 14-14Y

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

1. The dedication easement from Coliseum Park Apartments, Incorporated, to the City of San Antonio, for Storm Drainage Project 13X, 13-14Y, conveying to the City of San Antonio the property described in the easement which is incorporated herein by reference, Parcel No. 3412, is accepted.

2. This is a dedication and no money shall be appropriated in payment therefor.

3. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,827

AUTHORIZING AND DIRECTING THE CITY MANAGER TO DECLARE CERTAIN CONTRACTS BREACHED, AND DIRECTING DISPOSAL AS LIQUIDATED DAMAGES OF CASH DEPOSITS AND BONDS, AND ORDERING THE REMOVAL OF THE IMPROVEMENTS FROM RIGHT-OF-WAY FOR U. S. HIGHWAY #87 Northwest EXPRESSWAY

WHEREAS, improvements on the right-of-way for U. S. Highway #87 Northwest Expressway, have been sold on bids and the bidder has been required to put up a deposit or bond with the City Clerk for the removal of said improvements, plus $100.00 deposit for clearing the land; and

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

WHEREAS, notice in writing has been given to such purchasers that they have failed to comply with their obligations under said purchase agreement and demanding compliance therewith; NOW THEREFORE:

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

1. If the provisions of the contracts between the City of San Antonio and the purchasers listed below, relating to the respective parcels listed below, are not fully complied with by the 21st day of August, 1958, the City Manager is hereby authorized and directed to declare such contracts breached and to direct that cash deposits and bonds, or both, as the case may be, which are on deposit with the City Clerk of the City of San Antonio, be taken as liquidated damages:

Purchaser	Parcel No.	Location
Leon B. Kaufman	2130	1339 Sacramento
H. D. Quesada	1834 - 36	1213 Fulton

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

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

4. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 26,828

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS HIGHWAY DEPARTMENT RELATING TO THE ADJUSTMENT OF SANITARY SEWER FACILITIES IN CONNECTION WITH THE CONSTRUCTION OF INTERSTATE HIGHWAY NO. 10, FROM OLMOS DRIVE TO EAST CITY LIMIT LINE OF CITY OF BALCONES HEIGHTS

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

1. The City Manager is hereby authorized to execute the attached Municipal Sanitary Sewer Agreement with the Texas Highway Department relating to the adjustment of sanitary sewer facilities in connection with the construction of Interstate Highway No. 10 from Olmos Drive to east city limit line of City of Balcones Heights.

2. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

TEXAS HIGHWAY DEPARTMENT
MUNICIPAL SANITARY SEWER AGREEMENT

COUNTY Bexar
PROJECT I 10-4(2)573
HIGHWAY I.H. 10

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

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

WHEREAS the STATE has deemed it necessary to make certain highway improvements on the Interstate Highway System as designated by the State and approved by the Secretary of Commerce generally described as follows: County Bexar,Highway I.H.10, located from Olmos Drive to east city limit line of City of Balcones Heights.

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

WHEREAS, the STATE will request Federal participation in payment of the costs incurred in the adjusting of OWNER'S sanitary sewer facilities under the provisions of Policy and Procedure Memorandum 30.4 issued by the U.S. Department of Commerce Bureau of Public Roads on December 31, 1957, and amendments thereto, and

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

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

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

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

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

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

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

NOW THEREFORE, BE IT AGREED:

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

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

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

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

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

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

CITY OF SAN ANTONIO, TEXAS

By: B. J. Shelley
Assistant City Manager

ATTEST:
J. Frank Gallagher
City Clerk

RECOMMENDED FOR APPROVAL

_____
District Engineer

_____
Right of Way Engineer

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

AN ORDINANCE 26,829

CHANGING THE NAMES OF CERTAIN STREETS 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 that portion of Wild Oak Drive extending from east-west extension of Wild Oak Drive south to alley south of Wild Oak Drive is hereby changed to YELLOW WOOD DRIVE.

2. The name of that portion of Silver Lake Drive extending from alley north of east-west extension of Silver Lake Drive south to Silver Lake Drive is hereby changed to YELLOW WOOD DRIVE.

3. The name of that portion of Seabrook Drive extending from east-west extension of Seabrook Drive south to King Krest Drive is hereby changed to YELLOW WOOD DRIVE.

4. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,830

AUTHORIZING INSTALLATION OF AN OIL STORAGE TANK UNDER THE PUBLIC WAY IN THE 100 BLOCK OF NORTH PINE STREET FOR USE OF ED FREDRICH, INCORPORATED

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

1. Ed Fredrich, Incorporated, is authorized to install an oil storage tank with a capacity of seven to eight thousand gallons under the public way in the 100 block of North Pine Street at the location shown on the attached plat, which is made a part hereof for all purposes. Such installation, both that portion under the public way, and connecting pipes and facilities, shall comply with all ordinances of the City and any additional requirements imposed by the Chief of the Fire Department for safe installation and operation. This license is revocable at the will of the City.

2. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,831

ACCEPTING THE LOW BID OF ED BAKER, IN THE AMOUNT OF $6,600.00 FOR REMODELING THE ENTRANCES TO INTERNATIONAL AIRPORT TERMINAL BUILDING; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING PAYMENT OF FUNDS FOR SAME

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

1. The low bid of Ed Baker, in the amount of $6,600.00 for remodeling the east and west entrances to International Airport Terminal Building, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The sum of $6,600.00 is hereby authorized to be transferred from the Contingency Account No. 12-02-08 of No. 801, International Airport Revenue Fund, to Account No. 12-02-03, No. 801, International Airport Revenue Fund; and payment of the sum of $6,600.00 is hereby authorized to be made to Ed Baker for said work, payable in such sums and at such times as are provided in the contract, out of Account No. 12-02-03, No. 801, International Airport Revenue Fund.

5. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

City Park Sem, Bd

AN ORDINANCE 26,832

AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFYING AND RELEASING CERTAIN PROPERTY FROM THE LEASE AGREEMENT DATED OCTOBER 24, 1942 BETWEEN THE CITY AND GUADALUPE BLANCO RIVER AUTHORITY

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

1. That the Mayor of the City of San Antonio is hereby authorized and empowered to execute in behalf of the City and the City Clerk is hereby authorized to attest under the City seal, an agreement between the City and Guadalupe-Blanco River Authority and Lower Colorado River Authority providing for the release from the lease agreement dated October 24, 1942, between the City of San Antonio and Guadalupe-Blanco River Authority (which lease has been assigned in part to the Lower Colorado River Authority) so as to release therefrom

(a) That certain section of 12.5 Kv electric distribution line under-built on that certain 69 Kv H-frame electric transmission line extending from Luling in Caldwell County, Texas to McQueeney in Guadalupe County, Texas, beginning at structure 9/1 on said Luling to McQueeney 69 Kv line, which structure is located approximately 35 feet south of the electric transmission substation at McQueeney, Guadalupe County, Texas, approximately five miles west of the City of Seguin, Texas; Thence northeasterly approximately 2660 feet to structure number 1/6 on said Luling to McQueeney 69 Kv line; including only such wires, cross-arms, insulators, and hardware as are connected exclusively with the operation of said 12.5 KV under-built electric distribution line and excluding all towers, guys, easements, rights-of-way, railroad crossings, contracts, permits, agreements, and the like, which are appurtenant to or desirable in the construction, reconstruction, re-location, operation, or maintenance of said Luling to McQueeney 69 Kv electric transmission line, this instrument releasing, as to the above described section of 12.5 Kv under-built electric distribution line, only the right to operate, maintain, repair, replace, or tap, except placement of transformers, said under-built section of line, together with the right of ingress thereto and egress therefrom over the City, GBRA, or LCRA's adjacent easements.

(b) That certain section of 12.5 Kv single pole electric distribution line beginning at said structure 1/6 on said Luling to McQueeney 69 Kv electric transmission line as described above (which said structure is not included in this release, but this release includes, as to such structure, only such wires, cross-arms, insulators or hardware thereon situated as are connected exclusively with the operation of this said section of 12.5 Kv electric distribution line); Thence southwesterly approximately 300 feet to a single pole deadend structure; Thence southerly approximately 1000 feet to a deadend structure located on the south side of the right of way of old Texas State Highway No. 78; Thence Easterly along the southern side of said right-of-way of old Texas State Highway No. 78 approximately 1100 feet to a deadend structure; Thence southerly approximately 135 feet to a deadend structure located on the south side of the right-of-way of new Texas State Highway No. 78; Thence along the south side of the said right-of-way of said new Texas State Highway No. 78 approximately 17,685 feet todeadend structure number 4/4, together with any and all easements, rights-of-way, permits, railroad crossings, rights of ingress or egress, or other rights, whether obtained expressly or by limitation, prescription or otherwise, which City, GBRA, or LCRA has or owns, and which are appurtenant to or connected with the construction reconstruction, operation or maintenance of this said section of 12.5 KV electric distribution line including any and all rights, title and interest City, GBRA, or LCRA may have in that certain permit to build and operate electric lines on, over and across roads in Guadalupe County, Texas, originally granted to the San Antonio Public Service Company by the Guadalupe County Commissioners Court under order dated February 15, 1928.

(c) That portion of that certain pole contact contract between LCRA AND the Southwestern Bell Telephone Company, dated August 21, 1952, which covers those poles conveyed hereunder located along the south side of the right-of-way of new Texas State Highway No. 78 as hereinabove described in sub-paragraph (b).

Said agreement to further provide that upon the release of said property from said lease agreement that the annual rental under said lease agreement dated October 24, 1942 shall be reduced by the sum of $291.45 per year.

2. That the foregoing agreement is the agreement approved by resolution of the City Public Service Board adopted at a meeting of said Board held on August 6, 1958.

PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,833

ACCEPTING THE LOW BID OF COLGLAZIER CONSTRUCTION COMPANY IN THE AMOUNT OF $158,450.00 FOR STREET RECONDITIONING FOR JULY, 1958; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING PAYMENT OF FUNDS FOR SAME

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 $158,450.00 for Street Reconditioning for July, 1958, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The Director of Finance is hereby authorized to pay the sum of $158,450.00 out of General Fund Account No. 09-04-08, to Colglazier Construction Company for said work; payment shall be made in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,834

AUTHORIZING PAYMENT OF THE SUM OF $6,000.00 OUT OF GENERAL FUND ACCOUNT NO. 50-03-01 FOR FLOOD EASEMENT AND DRAINAGE CONTROL OVER LOTS 1-22, N.C.B. 8264, BLOCK 1; APPROPRIATING $2,250.00 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUND, SERIES 1957, NO. 479-13, IN PAYMENT TO FEDERAL LUMBER CO., INC. FOR THE FEE SIMPLE TITLE TO A STRIP OF LAND OUT OF BLOCK 1, N.C.B. 8264, CONTAINING 7105 SQUARE FEET, DESCRIBED MORE PARTICULARLY IN A DEED ATTACHED HERETO AND MADE A PART HEREOF; AND ACCEPTING A DEED FROM FEDERAL LUMBER CO., INC., TO THE ABOVE DESCRIBED REAL PROPERTY

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

1. Payment of the sum of $6,000.00 to Federal Lumber Co., Inc., and its attorney, Herbert Schenker, out of General Account No. 50-03-01, in full and final settlement of Cause No. F-108,777, Federal Lumber Co., Inc., et al vs. City of San Antonio, 37th District Court, Bexar County, Texas, is hereby authorized.

2. The sum of $2,250.00 is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, No. 479-13 in payment to Federal Lumber Co., Inc., for the fee simple title to a strip of land out of Block 1, N.C.B. 8264, containing 7105 square feet, more or less, and being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof; said land to be used for storm drainage purposes, Project #58.

3. The general warranty deed from Federal Lumber Co., Inc., which conveys to the City of San Antonio the land described in Exhibit A, attached hereto and made a part hereof, for Storm Sewer Drainage Project #58, is hereby accepted.

4. PASSED AND APPROVED this 14th day of August, A. D, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,835

AUTHORIZING AND VALIDATING A RESOLUTION OF THE WATER WORKS BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO, PASSED AUGUST 12, 1958, FOR THE PURCHASE OF SUBURBAN WATER COMPANY WATER DISTRIBUTION SYSTEM

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

1. That the Resolution of the Board of Water Works Trustees of the City of San Antonio, passed August 12, 1958, for purchase of Suburban Water Company Water Distribution System is hereby authorized, validated and ratified bythe City Council of the City of San Antonio.

2. That the Water Works Board of Trustees of the City of San Antonio is hereby authorized to expend bond funds for such purpose and in such amount as is provided in said Resolution of the Board, and the Contract of Sale referred to therein.

3. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,836

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW $8,500,000.00 TO PAY CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1958-59

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

1. That, for the purpose of paying current expenses of the City of San Antonio during the fiscal year beginning August 1, 1958, and ending July 31, 1959, there shall be borrowed and secured from the National Bank of Commerce of San Antonio advances of money for said purposes in the amount of $8,500,000.00, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said Natinnal Bank of Commerce as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and laws of the State of Texas.

2. That said notes shall be numbered consecutively from 1 to 340, both inclusive, and each note shall be for the sum of $25,000.00.

3. That the above said notes, aggregating $8,500,000, shall be payable to the National Bank of Commerce at the National Bank of Commerce in San Antonio; all said notes shall be dated the date they are executed, and shall bear interest at the rate of Eighty-Two One Hundredths of One Percent (.82%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and a like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes. Said notes shall provide for final maturity not later than July 31, 1959, with privilege of prepayment prior to maturity, and shall be concurrently secured, regardless of date of issuance.

4. The City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1958 and ending July 31, 1959, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues ofthe City for the fiscal year beginning August 1, 1958, and ending July 31, 1959, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well also as the full faith and credit of the said City; provided, however, that there are excepted from the above the following: refunds for prior and current years expenditures, compensation from sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, Willow Springs Golf Course Project, the McAllister property, and receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from sewer services outside City limits; and the said notes and all interest thereon shall constitute a first lien upon and against all said taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed February 7, 1957, by the City Council of the City and recorded in Minute Book DD, page 99, being Ordinance No. 24,406 of the City of San Antonio, Texas.

6. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current expenses of said City during the said current fiscal year, as provided by and in accordance with the Charter and Ordinance of the said City.

7. That the form of said notes shall be substantially as follows:

No._____ $25,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1958, AND ENDING
JULY 31, 1959

The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the National Bank of Commerce of San Antonio at the National Bank of Commerce in San Antonio, on or before the 31st day of July, 1959, the principal sum of Twenty-Five

Thousand Dollars ($25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Eighty-Two One-Hundredths of One Percent (.82%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional five percent (5%) on the amount of principal and interest unpaid shall be payable as attorneys' fee.

This note is one of a series of 340 notes, numbered from 1 to 340 inclusive, each such note being for the sum of $25,000.00, aggregating the sum of $8,500,000.00 evidencing loans made to said City by said Bank for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning August 1, 1958, and to supply the needed funds to pay the current expenses of said City for said fiscal year ending July 31, 1959, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on February 7, 1957, which ordinance is Ordinance No. 24,406, recorded in Minute Book DD, P. 99, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed, and have happened in regular and due time, form and manner, as provided by law; and that the City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1958 and ending July 31, 1959, and all uncollected back taxes levied for the GeneralFund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1958 and ending July 31, 1959, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well as the full faith and credit of said City; provided, however, that there are excepted from the above the following: refunds for prior and current years expenditures, compensation from sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, Willow Springs Golf Course Project, the McAllister property, receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from Sewer Service outside City Limits; and the said notes and all interest thereon shall constitute a first lien upon and against all said taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any purposes or object whatsoever.

IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, countersigned by the Director of Finance, and attested to by the City Clerk of said City, this _____ day of _____, 195___".

8. Said promissory notes shall be signed by the City Manager of said City and countersigned by the Director of Finance of said City, and said officials are hereby authorized and directed to execute said notes by such signatures and counter-signature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

9. This contract shall expire July 31, 1959.

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

11. PASSED AND APPROVED this 14th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

12. IN WITNESS WHEREOF, the National Bank of Commerce of San Antonio, aforesaid, has caused these presents to be signed by _____, President, thereunto authorized by a vote of said corporation, a copy of which is hereto attached, and its common seal hereto affixed, this the ___ day of _____.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By_____

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AN ORDINANCE 26,837

AUTHORIZING PITLUK ADVERTISING COMPANY TO PREPARE AND PLACE MUNICIPAL ADVERTISING IN CERTAIN PUBLICATIONS AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE, AND AUTHORIZING PAYMENT OF $16,433.76 THEREFOR

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

1. The preparation and placing by Pitluk Advertising Company of the following municipal advertising is hereby approved pursuant to recommendation of the Municipal Advertising Committee:

a. Advertisements, 2 column x 112 lines in one color, to be run in October and November, 1958, in the following newspapers:

Kansas City Star (3 insertions)	$ 504.00	
St. Louis Post-Dispatch (3 insertions)	672.00	
Des Moines Register (3 insertions)	806.00	
Minneapolis Star-Tribune (3 insertions)	974.00	
Detroit News (1 insertion)	280.00	
Detroit Times (2 insertions)	: 537.60	
Chicago Tribune (2 insertions)	1,276.80	
Chicago American (1 insertion)	392.00	
San Francisco Examiner (3 insertions)	1,041.60	
Indianapolis Star-News (3 insertions)	490.56	
Cleveland Plain Dealer (3 insertions)	685.44	
Omaha World-Herald (3 insertions)	504.00	
Milwaukee Journal (3 insertions)	571.20	
Cincinnati Enquirer (3 insertions)	409.92	
	$9,145.92	
Art and Production	1,000.00	
TOTAL		$ 10,145.92

b. Advertisements, 2 column x 8 inches in one color, to be run in November, 1958, in the following Mexican newspapers:

El Universal (2 insertions)	$ 129.12	
El Siglo de Torreon (3 insertions)	37.44	
El Norte (3 insertions)	57.60	
El Mundo (3 insertions)	63.36	
El Occidental (3 insertions)	40.32	
	327.84	
Art, Engravings and Production	350.00	
TOTAL		$ 677.84

2. Advetisement, 1/2 page, 2 colors, in the November issue of the following magazine:

Holiday Magazine	4,160.00	
Art and Production	450.00	
TOTAL		$ 4,610.00

3. Reserve for possible rate increase	1,000.00
GRAND TOTAL	$ 16,433.76

4. Payment of the sum of $16,433.76 out of the Civic Advertising Account 19-02-01 (2-62), 1958-59 general fund is hereby authorized to be made to Pitluk Advertising Company. Said amount includes the amounts specified in paragraphs 1, 2 and 3 hereof.

5. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,838

CONFIRMING THE APPOINTMENT OF HENRY REED AND CHARLES KENWORTHEY AS MEMBERS OF THE MUNICIPAL ADVERTISING COMMITTEE

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

1. The nomination and appointment by the City Manager of Henry Reed and Charles Kenworthey to serve as members of the Municipal Advertising Committee, for a term ending April 30, 1959, to fill the vacancies created by the resignations of Quincy Lee and Max Penner, is hereby confirmed.

2. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,839 Sale of Property

ACCEPTING THE HIGH BIDS FOR THE LANDA TANK SITE ON BERYL DRIVE AND THE WOODLAWN STANDPIPE SITE ON OAKWAY DRIVE AND REJECTING ALL BIDS ON THE CALLAGHAN ROAD TANK SITE, PURSUANT TO THE RECOMMENDATION OF THE BOARD OF TRUSTEES, CITY WATER BOARD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL WARRANTY DEEDS FOR THE TWO TRACTS TO BE SOLD

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

1. The high bid of Kenneth L. Browne, 950 West Hildebrand Avenue, San Antonio, Texas in the sum of $1,021.20, for the purchase of the Landa Tank Site on Beryl Drive, being a portion of Lot 8, Block 13, New City Block 10194, situated within the corporate limits of the City of San Antonio, be and is hereby accepted.

2. The high bid of Mrs. Ruth Robertson, 227 Skyview Drive West, San Antonio, Texas, in the sum of $2,500.00, for the purchase of the Woodlawn Standpipe Site on Oakway Drive, in New City Block 11599, situated within the corporate limits of the City of San Antonio be and is hereby accepted.

3. The City Manager is hereby authorized to execute Special Warranty Deeds for the above described properties upon receipt of full purchase price.

4. All bids received on the Callaghan Road Tank site are hereby rejected.

5. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,840

APPOINTING MEMBERS OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1958

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

1. C. Ray Davis, Leo C. Tynan, Jr., and Alfonso J. Garza are hereby appointed members of the Board of Equalization for the tax year 1958.

2. C. Ray Davis is hereby designated Chairman of said Board.

3. The Board of Equalization shall convene on September 15, 1958, and shall complete its work within sixty days after said date, unless said term is extended by ordinance.

4. The members of said Board shall be paid $50.00 per day for each day devoted to their duties as Board members.

5. PASSED AND APPROVED this 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,841

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 Commissions of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 929)

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

Lot 18, Blk. 3, NCB 11257

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 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 26,842

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

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

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

(CASE NO. 909)

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

Lot 26, NCB 11876

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 14th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 26,843

ACCEPTING THE LOW BID OF MCELWRATH BROS., IN THE AMOUNT OF $28,658.12, FOR CONSTRUCTION OF PARTICIPATION PAVING PROJECT NO. 20; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND PROVIDING FOR PAYMENT FOR SAID WORK

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

1. The low bid of McElwrath Bros., in the amount of $28,658.12, for construction of Participation Paving Project No. 20, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with McElwrath Brothers, 918 Manor Drive, San Antonio, Texas, the City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Public Works and Legal Departments.

4. The sum of $2,776.13 is hereby authorized to be transferred out of Street Participation Deposit Fund No. 740 to Street Participation Bonds, Fund No. 479-11; and the sum of $28,658.12 is hereby appropriated out of said Street Participation Bonds, Fund No. 479-11, payable to McElwrath Brothers, for said work, in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,844

APPROPRIATING THE SUM OF $5,136.04 TO BE PAID TO COLGLAZIER CONSTRUCTION COMPANY OUT OF NO. 479-01, STREET IMPROVEMENT BOND FUNDS FOR EXTRA WORK UNDER CONTRACT FOR RECONSTRUCTION AND RESURFACING OF SOUTH NEW BRAUNFELS, FROM HIGHLAND TO FAIR AND FROM DAUCHY ROAD TO HOT WELLS BOULEVARD

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

1. The sum of $5,136.04 is hereby appropriated from No. 479-01, Street Improvement Bond Fund, to be paid to Colglazier Construction Company for extra work under a contract approved by Ordinance No. 25557 for the reconstruction and resurfacing of South New Braunfels from Highland to Fair and from Dauchy Road to Hot Wells Boulevard.

2. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,845

APPROPRIATING CERTAIN FUNDS IN CONNECTION WITH THE CITY LAND ACQUISITION PROGRAM

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

1. The following sums are hereby appropriated out of the stated funds for the various designated projects:

PROJECT 71-K STORM DRAINAGE - Storm Drainage Improvement Bonds, Series 1957, Fund #479-13

A. $190.00 payable to Alamo Title Company, as escrow agent, for Sun Ridge Club, Inc., for a storm drainage easement over that property more fully described in that easement from Sun Ridge Club, Inc., to the City of San Antonio, Incorporated herein by reference, Parcel #3543.

PROJECT 20 STORM DRAINAGE - STorm Drainage Improvement Bond Fund, Series 1956, Acct. #479-03

B. $3,000.00 payable to Guaranty Abstract and Title Company, as escrow agent, for Tarooze Zena, a widow, 423 Hickman, San Antonio, Texas, for a storm drainage easement over that property more fully described in that easement from Tarooze Zena, a widow, to the City of San Antonio, incorporated herein by reference, Parcel #3298.

C. $1,000.00 payable to Guaranty Abstract and Title Company, as escrow agent, for Thomas H. Jarrell, Gunter Building, San Antonio, Texas, for a storm drainage easement over that property more fully described in that easement from Thomas H. Jarrell to the City of San Antonio, incorporated herein by reference, Parcels #3295, 3296.

PROJECT 13X, 13-14Y STORM DRAINAGE - Storm Drainage Improvement Bond Fund, Series 1957, Acct. #479-13

D. $1,250.00 payable to Security Title Company, Inc., as escrow agent, for McDonald Lumber Company, 706 Clark, San Antonio, Texas, for a storm drainage easement over that property more fully described in that easement from McDonald Lumber Company to the City of San Antonio, incorporated herein by reference, Parcels #3426, 3427 & 3428.

E. $1,600.00 payable to Security Title Company, Inc., as escrow agent, for T. H. Parham, Inc., 815 Alamo National Building, San Antonio, Texas, for a storm drainage easement over that property more fully described in an easement from T. H. Parham, Inc. to the City of San Antonio, incorporated herein by reference, Parcels #3440 through 3442, and #3445 through 3449, inclusive.

NEBRASKA STREET WIDENING PROJECT - General Improvement Street Improvement Bond, 1956 Series, Fund #479-01

F. $50.00 payable to Guardian Abstract and Title Company, as escrow agent for Kermit Paul Derbigny and wife, Eunice Derbigny, 135 Rice, San Antonio, Texas, for a Quitclaim Deed and easement to that property more fully described in that Quitclaim Deed from Kermit Paul Derbigny and wife, Eunice Derbigny, incorporated herein by reference, Parcels #2911 & 2912.

G. $500.00 payable to Guardian Abstract and Title Company, as escrow agent, for Helen Drexler, Travis Building, San Antonio, Texas, for a Deed and Easement to that property more fully described in said instruments from Helen Drexler to the City of San Antonio, incorporated herein by reference, Parcels #2911 & 2912.

2. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,846
ACCEPTING THE DEDICATION FROM KINNEY DEVELOPMENT COMPANY, INC., FOR SEWER LINE PURPOSES OVER PART OF LOT 5, NEW CITY BLOCK 11764

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

1. The dedication from Kinney Development Company, Inc., C/o Walter G. Lagerquist, Jr., Attorney, South Texas Building, San Antonio, Texas, to the City of San Antonio, of a sewer line easement over that property more fully described in the easement from Kinney Development Company, Inc., to the City of San Antonio, incorporated herein by reference, Parcel No. E-347, is accepted.

2. This dedication is made in conjunction with Greenwood Heights Sanitary Sewer Project, and no money shall be appropriated in payment therefor.

3. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,847

APPROPRIATING THE SUM OF $51.20 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND SERIES 1955 - SECTION "A" FUND NO. 478-01, TO PAY COURT COSTS AND SURVEY REPORT COST INCURRED IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTIES BY CONDEMNATION PROCEEDINGS FOR U. S. HIGHWAY #81 AND #87 EXPRESSWAYS

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

1. The sum of $51.20 is hereby appropriated out of Expressway and Street Improvement Bond Series 1955 - Section "A", Fund #478-01, payable to Fred Huntress, County Clerk, and' Texas Industrial Surveys, Inc., for services rendered in connection with the acquisition of certain properties by condemnation proceedings, for U. S. Highway #81 South and #87 Northwest Expressways, per statements attached:

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas . . . . . the sum of $15.55

for court costs on Cause #50506, City of San Antonio vs. Los Angeles Heights Methodist Church, et al, (Parcels #2110,2111, 2112) U. S. Highway #87 Northwest Expressway.

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas . . . . . the sum of 10.65

for court costs on Cause #47202, City of San Antonio vs. Bessie Ruiz, et al, (Parcel #312) U. S. Highway #81 South Expressway.

TEXAS INDUSTRIAL SURVEYS, INC.
306 General American Bldg.
San Antonio 5, Texas . . . . . the sum of 25.00

for report - Longhorn Paint Company (Parcels #1829, 1830, 1831, 1832) U. S. Highway #87 Northwest Expressway.

Total $ 51.20

2. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,848

AUTHORIZING EXECUTION OF MODIFICATION TO EXISTING AGREEMENTS FOR PROCUREMENT OF RIGHT-OF-WAY ON CERTAIN SECTIONS OF LOOP 13 TO PROVIDE THAT THE STATE WILL PAY 50% OF THE COURT COSTS AND OF APPRAISER'S FEES IN CONDEMNATION PROCEEDINGS

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

1. The City Manager or Assistant City Manager is hereby authorized to execute a modification of existing agreements providing for the procurement of right-of-way on the following projects:

Highway	Project No.	Limits	Date of Agreement
U. S. 81	RW 16-7-33	Loop 13 East to M.K.T Ry.	5-15-58
Loop 13	RW 521-4-15	McCullough Ave. to Nacogdoches Road	5-15-58
Loop 13	RW 521-4-16	Nacogdoches Rd. to U. S. 81 Business Route	5-15-58

2. A copy of said modification is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

MODIFICATION OF
CONTRACTUAL AGREEMENT FOR
RIGHT OF WAY PROCUREMENT
(CITY FORM)

STATE OF TEXAS

COUNTY OF TRAVIS

This supplemental contractual agreement entered into this ____ day of _____1958 by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and City of San Antonio, Texas, acting by and through its duly authorized officers under Ordinance dated 21st day of August, 1958 hereinafter called the City.

WHEREAS, the State and City entered into Contractual Agreements for procurement of right of way on the following projects on the dates indicated:

Highway	Project	Limits	Date of Agreement
U. S. 81	RW 16-7-35	Loop 13 to East of M.K. & T. Railroad	May 15, 1958
Loop 13	RW 521-4-15	McCullough Avenue to Nacogdoches Road	May 15, 1958
Loop 13	RW 521-4-16	Nacogdoches Rd. to U. S. 81 Business Route	May 15, 1958

WHEREAS, the State and the City desire to modify all of the aforesaid Contractual Agreements whereby in all future eminent domain proceedings conducted in the procurement of right of way on the aforesaid projects the State will assume 50 per cent of the expense of all court costs and of the cost of the State's appraisers when used by the City in eminent domain proceedings.

NOW, THEREFORE, in consideration of the premises and by mutual agreement of the parties hereto, the aforesaid original Contractual Agreements between the State and the City are hereby modified whereby the paragraph entitled "CONdemnation" on page two of each of the aforesaid Contractual Agreements is changed to read as follows:

> "CONDEMNATION: Condemnation proceedings will be initiated at the election of the City and will be the City's responsibility at its own expense except as hereinafter indicated. Court costs assessed against the City in either the Special Commissioners hearing or in subsequent appeals will be paid direct by the City, but will be eligible for 50 per cent State reimbursement under the established reimbursement procedure. Where the City uses the State's fee appraisers in Special Commissioners hearings or subsequent appeals, the cost of the appraiser of updating his report, preparing new reports, preparing for court testimony, and appearing in court to testify in support of his appraisal will be paid direct by the City, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for the use of such appraiser has been obtained from the State. Reimbursement for court costs and the cost of the State's appraisers as herein set forth will not be made by the State where the property condemned involves an excess taking. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section 'Reimbursement'."

It is expressly understood and agreed that under the terms of this supplemental agreement the State will pay 50 per cent of the court costs assessed against the City subsequent to the date hereof, and all court costs assessed against the City prior to the date hereof will remain the City's responsibility. It is further understood that in the event the State's fee appraisers are used in any eminent domain proceedings, the fee due the appraiser for work performed prior to the date of this supplemental contract, and which work was the City's responsibility under terms of the original contract between the City and the State, shall remain the City's responsibility, and any fee for such work after this date will be the State's responsibility to the extent of 50 per cent of such cost in accordance with the procedure outlined above.

CITY OF SAN ANTONIO, TEXAS

By: B. J. Shelley
Asst. City Manager

RECOMMENDED FOR APPROVAL:

District Engineer

Program Engineer

Engineer of Road Design

Right of Way Engineer

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AN ORDINANCE 26,849

APPROPRIATING THE SUM OF $25.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND, #803-01, FEDERAL AIRPORT AID PROJECT #9-41-080-5608, PAYABLE TO NELSON CORY, JR., FOR APPRAISAL ON PARCEL #2550, AIRPORT EXPANSION PROJECT

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

1. The sum of Twenty-five and No/100 ($25.00) Dollars is hereby appropriated out of International Airport Bond and Construction Fund, #803-01, Federal Airport Aid Project #9-41-080-5608, payable to Nelson Cory, Jr., 717 Ridgemont, San Antonio, Texas, for services as appraiser, on Parcel #2550, Airport Expansion Project, per statement attached.

2. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,850

GRANTING THE PETITIONS OF THE FIRST EVANGELICAL UNITED BRETHREN CHURCH, COMMUNITY CHEST OF SAN ANTONIO, THE APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS, BOYSVILLE, INC., AND THE ALAMO HEIGHTS CHRISTIAN CHURCH FOR EXEMPTION FROM CITY TAXES ON VARIOUS PROPERTIES

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

1. That the property owned by the First Evangelical United Brethren Church, the same being the South 126 feet of Lots 19 and 20, (A-19 and A-20), Block "I", New City Block 1665, located in the City of San Antonio, has been entitled to tax exemption since the erection of a church in 1918, however through error, taxes were assessed for the period of 1921 through 1930 and the same should now be deleted from the delinquent roll. This property is currently being carried on the tax records as exempt.

2. That the property owned by the Community Chest of San Antonio, the same being Lots 1 and 2, Block 31, New City Block 387, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from city taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1958, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

3. That the property owned by the Apostolic Assembly of the Faith in Christ Jesus, the same being the West 38.7 feet of Lot 6, Block 1, New City Block 2347, Code 1500, is declared to be of an exempt character and not subject to taxation for the period of 1950 through 1956 and taxes for these years are declared void and are to be removed from the rolls. This church ceased activity and said property has been offered for sale in 1957, therefore the same is to be placed on the rolls for tax purposes in 1957 and to remain taxable until such time as it may again qualify for exemption.

4. That the property owned by the Boysville, Inc., the same being Lots 7 and 8, Block 16, New City Block 7305, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1958, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

5. That the property owned by the Alamo Heights Christian Church, the same being Lot 12, Block 2, New City Block 12768, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal advalorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1958 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

6. The original petitions of the above named organizations requesting tax exemption on the properties involved are attached hereto and made a part hereof.

PASSED AND APPROVED on the 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,851

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

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

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

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

Name, Code No., Description of Prop & Reason	Amount of Taxes To be Collected
OWNER - Bexar County PROPERTY DESCRIPTION - N. Irr 85 ft. of 21, Blk 6, NCB 8673, Account No. 542-1851-2-2 TAX YEAR - 1957 REASON - The above property was sold to the Bexar County for Highway purposes, therefore same should be deleted from the roll for 1957. Warranty Deed dated November 7, 1956, and same is recorded in Volume 3951 on Page 65.	None
OWNER - Bexar County PROPERTY DESCRIPTION - N. 86.17 ft. of 22, Blk. 6, NCB 8673, Account No. 542-1852-2-2 TAX YEAR - 1957 REASON - The above property was purchased by Bexar County for road purposes, therefore same should be cancelled from the roll for 1957.	None
OWNER - Bexar County PROPERTY DESCRIPTION - Lots 23 and 24, Blk. 6, NCB 8673, Account No. 542-1853 TAX YEAR - 1957 REASON - This property belongs to Bexar County, therefore same should be cancelled from the roll for 1957.	None
OWNER - City of San Antonio PROPERTY DESCRIPTION - Lot 3, Blk. 26, NCB 622, Account No. 12-441 TAX YEAR - 1957 REASON - This property was purchased by the City of San Antonio for Expressway purposes.	None
OWNER - City of San Antonio PROPERTY DESCRIPTION - Lot 4, Blk. 26, NCB 622, Account No. 12-442 TAX YEAR - 1957 REASON - This property was purchased by the City of San Antonio for Expressway purposes.	None
OWNER - City of San Antonio PROPERTY DESCRIPTION - Lot 5, Blk. 26, NCB 622, Account No. 12-443 TAX YEAR - 1957 REASON - This property was purchased by the City of San Antonio for Expressway purposes	None
OWNER - City of San Antonio PROPERTY DESCRIPTION - E. 23.4 ft. of 7 and W. 50.7 ft. of 8, Arb. A13, Blk. 26, NCB 622, Account No. 12-446 TAX YEAR - 1957 REASON - This property was purchased by the City of San Antonio for Expressway purposes	None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - N. 119.8 ft. of Red 5 and N. 127.9 ft. of Red 6, Blk. 8, NCB 846, Code 4200
TAX YEAR - 1952
REASON - This property belongs to the City of San Antonio and same should be cancelled from the roll for the year 1952. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - N.E. Irr. Pts of 11 and 12 and E. 28 ft. of 10, Blk. 8, NCB 1021, Code 2370
TAX YEAR - 1952
REASON - This is now city property and same should be deleted from the tax roll for the year 1952 None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - W. 118.3 ft. of 10 and 11, Blk. 1, NCB 1280, Codes 4800 and 4900
TAX YEAR - 1955
REASON - This property was purchased by the City of San Antonio for Expressway purposes, therefore same should be cancelled from the delinquent tax roll for 1955 None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - E. 67.5 ft. of 8, Arb. A-17, Blk. 9, NCB 1283, Code 2000
TAX YEAR - 1954
REASON - It is recommended that the above property be deleted from the delinquent tax roll for the fiscal year 1954 because this property belongs to the City of San Antonio and is exempt. None

OWNER - City of San Antonio and San Antonio River Authority
PROPERTY DESCRIPTION - Lots 4 and 5 and 12 and 13, Blk. 90, NCB 3249, Account Nos. 51-779, 51-785 and 51-786
TAX YEAR - 1957
REASON - The above property being Lots 4 and 5 and 12 and 13, Blk. 90, NCB 3249, belongs to the City of San Antonio and San Antonio River Authority, therefore these lots are not taxable and same should be cancelled from the roll for 1957. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 5, NCB 6025, Account No. 63-447
TAX YEAR - 1957
REASON - This property was sold to the City of San Antonio for Expressway purposes, therefore this is now exempt property. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 6, NCB 6025
Account No. 63-448
TAX YEAR - 1957
REASON - This property was purchased by the City of San Antonio for Expressway purposes, therefore this is now exempt and same should be cancelled from the 1957 roll. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - S. 50 ft. of N. 100 ft. of A-7, NCB 6026, Account No. 63-461
TAX YEAR - 1957
REASON - It is recommended that the above be cancelled because this is now property belonging to the City of San Antonio and is non-taxable. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 11, Blk. 76, NCB 7092, Code 6300
TAX YEAR - 1940
REASON - This parcel of land was sold to the City of San Antonio by Warranty Deed dated September 6, 1940, therefore as this is exempt property same should be deleted from the delinquent tax roll. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 9, Blk. 55, NCB 7107, Account No.78-1556
TAX YEAR - 1957
REASON - This property belongs to the City of San Antonio and same should be cancelled from the roll for 1957. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 9, Blk. 4,
NCB 7238, Code 2000
TAX YEAR - 1949
REASON - This property belongs to the City of San Antonio and same should be cancelled from the delinquent tax roll for the year 1949. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 22, Blk. 4,
NCB 8675, Account No. 542-1976
TAX YEAR - 1957
REASON - This propertywas purchased by the City of San Antonio for Expressway purposes, therefore same should be cancelled from the roll for 1957. None

OWNER - City of San Antonio
PROPERTY DESCRIPTION - Lot 23, Blk. 4,
NCB 8675, Account No. 542-1978
TAX YEAR - 1957
REASON - This property was purchased by the City of San Antonio for Expressway purposes, therefore same should be cancelled from the roll for 1957 None

OWNER - Gilbert N. and Elsie Deitzel
PROPERTY DESCRIPTION - Lots 205 through 209
NCB 11985, Account No. 599-1480
TAX YEAR - 1957
REASON - An error in figuring the per cent of depreciation on the work card was made on the above lots as only $192 was allowed on the five lots when this was for only one lot, therefore it is recommended that the value of $320 be cancelled for 1957. Also this depreciation was recommended by the Board of Equalization. 31.56

OWNER - Fort Sam Houston Village
PROPERTY DESCRIPTION - Unit One (Improvements Only) and Unit Two (Improvements Only)
NCB 11024, Account Nos. 581-1581 and 581-1582
TAX YEAR - 1957
REASON - This assessment pertains to the improvements located within Ft. Sam Houston known as Fort Sam Houston Village and the taxes for 1957 are to be adjusted in accordance with the provisions of the National Housing Act. 6,238.88

OWNER - Harlandale Independent School District
PROPERTY DESCRIPTION - Lots 1, 7 and 24, Blk. 88, NCB 7971, Account Nos. 527-4364, 527-4368 and 527-4377
TAX YEAR - 1957
REASON - Lots 1, 7 and 24, Blk. 88, NCB 7971, belong to the Harlandale Independent School District, therefore same should be cancelled for 1957. None

OWNER - Harlandale Independent School District
PROPERTY DESCRIPTION - Lot 3, Blk. 152
NCB 9433, Account No. 557-677
TAX YEAR - 1957
REASON - This property was acquired by the Harlandale Independent School District, therefore same should be cancelled fromthe 1957 roll. None

OWNER - Housing Authority of the City of San Antonio
PROPERTY DESCRIPTION - Lot 4 and E. 2.57 ft. of 3, Blk. 24, NCB 1471, Account No. 24-1043
TAX YEAR - 1957
REASON - This property was purchased by the Housing Authority of the City of San Antonio, therefore this should be cancelled from the roll for 1957. None

OWNER - Housing Authority of the City of San Antonio
PROPERTY DESCRIPTION - Lot 4, Blk. 36,
NCB 1490, Account No. 24-1240
TAX YEAR - 1957
REASON - This property was purchased by Warranty Deed No. 126824 dated September 27, 1957, by the Housing Authority of the City of San Antonio. None

OWNER - Housing Authority of the City of San Antonio
PROPERTY DESCRIPTION - Lot 5, Blk. 36, NCB 1490, Account No. 24-1241
TAX YEAR - 1957
REASON - The Housing Authority of the City of San Antonio purchased this property by Warranty Deed No. 126824 dated September 27, 1957. - None

OWNER - Housing Authority of the City of San Antonio
PROPERTY DESCRIPTION - Lot 3, Blk. 38, NCB 1492, Account No. 24-1263
TAX YEAR - 1957
REASON - The Housing Authority of the City of San Antonio purchased this property by Warranty Deed No. 135499 dated November 25, 1957. None

OWNER - Housing Authority of the City of San Antonio
PROPERTY DESCRIPTION - Lot 4, Blk. 38, NCB 1492, Account No. 24-1264
TAX YEAR - 1957
REASON - The Housing Authority of the City of San Antonio purchased this property by Warranty Deed No. 122671 dated August 31, 1957. None

OWNER - Herman and Sara A. Jimenez
PROPERTY DESCRIPTION - Lots 19 and 20, Blk. 4, NCB 6426, Account No. 69-477-2-1
TAX YEAR - 1957
REASON - These two lots were sold to Mr. Jimenez on December 7, 1957, and the separation was not to be made until June 1, 1958. These two lots are to be supplemented as originally shown which is as follows: Lots 19, 20, 21 and 22, Blk. 4, NCB 6426 None

OWNER - O. R. Mitchell
PROPERTY DESCRIPTION - Tr. 5, NCB 11620 Code 4500
TAX YEAR - 1957
REASON - Through error, this property was double assessed for 1957 and taxes in the amount of $11.56 should be deleted from the roll. None

OWNER - Mother's Cafe
PROPERTY DESCRIPTION - Personal Property Account No. 10883
TAX YEARS - 1937 through 1945
REASON - We were unable to locate Mr. George Hamm, former owner of the above described business, for the purpose of serving citation and it is recommended by the Tax Attorney that the delinquent personal property taxes for the years 1937 through 1945 be deleted from the rolls. Furthermore the enforced collections of taxes for the years involved has become barred by the statute of limitations (JFN) None

OWNER - Motor Rental Service Corporation
PROPERTY DESCRIPTION - Personal Property, Account No. 10888-0100
TAX YEAR - 1955
REASON - The above business was dissolved on September 28, 1956, and the company was insolvent and without assets, therefore it is recommended that this be removed from the personal property roll for 1955. None

OWNER - Morrow's Barber Shop
PROPERTY DESCRIPTION - Personal Property, Account No. 10868
TAX YEARS - 1952 through 1957
REASON - Morrow's Barber Shop assessments should be removed from the roll for the years mentioned above as Mr. Morrow died in January, 1958, leaving no estate. None

OWNER - Nite Cap Cocktail Bar
PROPERTY DESCRIPTION - Personal Property, Account No. 11132-5002
TAX YEARS - 1953 and 1954
REASON - It is recommended that the years 1953 and 1954 be cancelled as the owner, Mr. John O. Clarke, could not be located and the present owner being A. F. Acosta is not liable for these taxes as he has a recorded bill of sale dated August 1955. None

OWNER - Emery D. and Betty Louise Nye
PROPERTY DESCRIPTION - Lots 29 and 30
Blk. 2, NCB 8423, Code 9150
TAX YEAR - 1951
REASON - In error this tax was placed back on the roll as same was paid on April 8, 1952, therefore it is recommended that this tax be cancelled from the delinquent roll. None

Poplar Canning Co.
PROPERTY DESCRIPTION - Personal Property
Account No. P011782-5000
TAX YEAR -1957
REASON - Investigation revealed that Poplar Canning Co. did not have any merchandise stored at Southern Transfer and Storage Warehouse during the year 1957, therefore tax in the amount of $37.65 should be cancelled. None

OWNER - P. B. Robertson
PROPERTY DESCRIPTION - Personal Property,
Account No. 12298
TAX YEARS - 1948, 1949 and 1951
REASON - Mr. Robertson died in 1957 leaving no estate, therefore it is recommended that same be cancelled from the delinquent tax records. None

OWNER - Robert H. and Elisa Salinas
PROPERTY DESCRIPTION - Lot 1, Blk. 4,
NCB 10604, Code 400
TAX YEAR - 1953
REASON - This parcel of land was double assessed because it was placed on the regular roll and also on the de-annexed roll and same was paid on the de-annexed roll, therefore it is recommended that the assessment remaining on the delinquent tax roll be cancelled for this reason. None

OWNER - San Antonio Independent School District
PROPERTY DESCRIPTION - Lot 1, Blk. 13,
NCB 11779, Account No. 159-1402
TAX YEAR - 1957
REASON - This property was purchased by the San Antonio Independent School District, therefore this is now exempt property and same should be cancelled ;from the 1957 roll. None

OWNER - San Antonio River Authority
PROPERTY DESCRIPTION - Lot 18, Blk. 2,
NCB 1774, Account No. 27-2720
TAX YEAR - 1957
REASON - This property belongs to the San Antonio River Authority and same should be cancelled from the roll for 1957. None

OWNER - San Antonio River Authority
PROPERTY DESCRIPTION - Lots 18 to 22,
Blk. 1, NCB 1775, Account No. 27-2749
TAX YEAR - 1957
REASON - This property belongs to the San Antonio River Authority and same is tax free, therefore same should be cancelled from the roll for 1957. None

OWNER - San Antonio River Authority
PROPERTY DESCRIPTION - S. 6 ft. of 4,
Blk. 7, NCB 3171, Account No. 48-3510-2-2
TAX YEAR - 1957
REASON - This property belongs to the San Antonio River Authority, therefore same should be cancelled from the roll for 1957. None

OWNER - San Antonio River Authority
PROPERTY DESCRIPTION - Lots 25, 26 and 27,
Blk. 91, NCB 3248, Account Nos. 51-770,
51-771 and 51-772
TAX YEAR - 1957
REASON - These lots were purchased by the San Antonio River Authority and same should be deleted from the 1957 tax roll. None

OWNER - J. Sanchez Ice Station
PROPERTY DESCRIPTION - Personal Property,
Account No. S212732-1000
TAX YEAR - 1957
REASON - Investigation developed that this business was closed prior to June 1, 1957, therefore taxes for that year should be cancelled from the personal property roll. None

OWNER - B. Sandoval Grocery
PROPERTY DESCRIPTION - Personal Property,
Account No. 12747-1000
TAX YEAR - 1956
REASON - The above business was closed in November of 1955; Since the account was unrendered in 1956, an assessment was not made. It is recommended that the above account be deleted from the tax roll. None

OWNER - State of Texas
PROPERTY DESCRIPTION - lot 12, Blk. 53,
NCB 472, Account No. 9-808
TAX YEAR - 1957
REASON - The state of Texas purchased this property for Expressway purposes, therefore same should be removed from the roll for 1957. None

OWNER - State of Texas,
PROPERTY DESCRIPTION - N. 27.85 ft. of
W. 65.7 ft. of 11, Arb. Pt. A-10, NCB 491
Account No. 9-1122
TAX YEAR - 1957
REASON - This property was purchased by the State of Texas by Deed dated October 5, 1957, for Expressway purposes, therefore same should be cancelled from the 1957 tax roll. None

OWNER - State of Texas
PROPERTY DESCRIPTION - Lot 1, Blk. 8,
NCB 1189, Account No. 18-1541
TAX YEAR - 1957
REASON - This lot was purchased by the State of Texas, therefore as this is exempt from taxation it is recommended that same be deleted from the 1957 tax roll. None

OWNER - State of Texas
PROPERTY DESCRIPTION - Lot 2, Blk. 3,
NCB 1282, Account No. 21-725
TAX YEAR - 1957
REASON - This property was purchased by the State of Texas by Warranty Deed dated May 23, 1957, and is to be deleted from the tax roll as it was exempt as of June 1, 1957. None

OWNER - State of Texas
PROPERTY DESCRIPTION - Lot 2, NCB 6024
Account No. 63-436
TAX YEAR - 1957
REASON - This property was purchased by the State of Texas, therefore same should be cancelled from the tax roll for 1957. None

OWNER - State of Texas
PROPERTY DESCRIPTION - Lot 4, NCB 6026
Account No. 63-456
TAX YEAR - 1957
REASON O The above property was purchased by the State of Texas for Expressway purposes, therefore same should be cancelled from the 1957 tax roll. None

OWNER - J. R. Thomason
PROPERTY DESCRIPTION - Lot 4, Blk. 39,
NCB 6572, Code 1600
TAX YEAR - 1951
REASON - It is recommended that the above taxes for 1951 on Lot 4, Blk. 39, NCB 6572, be deleted from the delinquent tax roll as this account was paid by check and two other parcels of land was included in this same check and these were marked paid, but in error the above was carried forward on the delinquent tax roll. These two properties were marked paid on April 3, 1952. None

OWNER - United Amusement Co.
PROPERTY DESCRIPTION - Personal Property,
Account No. 14284-9000
TAX YEARS - 1945 - 1949
REASON - This business, formerly located at 312 South Alamo Street, was totally destroyed by fire in 1948 as confirmed by the City Fire Marshal. The 1949 personal property taxes should be removed from the rolls and it is recommended by the Tax Attorney that a compromise settlement of the disputed 1945-1948 taxes be made in the amount of $501.20. (JFN) 501.20

OWNER - Sabino and Hope Vasquez
PROPERTY DESCRIPTION - N. 1/2 of 12, Blk. 6,
NCB 8989, Code 7010
TAX YEARS - 1951 and 1952
REASON - The 1953 Resurvey placed an assessed value of $2,110 on this property. It is recommended by the Tax Attorney that this same value be used in computing payment of the delinquent 1951 and 1952 taxes without the imposition of penalty and interest.(JFN) 89.68

OWNER - A. J. Wallace
PROPERTY DESCRIPTION - Lot 6, EXC S. 80 ft. of N. 100 ft. and N. 100 ft. of S. 259.7 ft., Blk. 12, NCB 11108, Code 5800
TAX YEAR - 1956
REASON - Through error, this property was double assessed for 1956 and taxes in the amount of $17.25 should be deleted from the roll. None

OWNER - Wood Enterprises
PROPERTY DESCRIPTION - Personal Property
Account No. 14922-5002
TAX YEARS - 1953 and 1954
REASON - The Tax Attorney has advised the Tax Office that Wood Enterprises is a defunct Corporation and there are no known assets that may be levied on. In view of this fact, it is recommended that the taxes for 1953 and 1954 on the above account be deleted from the tax roll. None

OWNER - W. T. Yett
PROPERTY DESCRIPTION - Lots 18 through 33, Blk, 4, NCB 12824, Account Nos. 614-195 through 210
TAX YEAR - 1957
REASON - The above lots 18 through 33 Blk. 4, NCB 12824, were placed on 1957 rolls in error as same were not approved by Planning Board prior to June 1, 1957, therefore same is to be cancelled due to double assessment on Account No. 584-2056, NCB 11156. None

OWNER - H. B. Zachry Properties, Inc.,
PROPERTY DESCRIPTION - Lot 17, Blk. 7, NCB 11807, Code 9800.
TAX YEAR - 1953 Re-assessment
REASON - The above was paid on June 7, 1955, but in error was placed back on the tax roll, therefore it is recommended that same should be cancelled. None

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

PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,852

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE TEXAS HIGHWAY DEPARTMENT, STATE OF TEXAS, FOR THE RELOCATION OF SANITARY SEWERS ON HIGHWAY I H 35 FROM DIVISION AVENUE TO MILITARY HIGHWAY, AT THE COST OF THE STATE OF TEXAS

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

1. The City Manager is authorized to execute and deliver that contract, attached hereto and made a part hereof, between the City and the Texas Highway Department for the relocation of all sanitary sewers on the right-of-way of Highway I H 35 from Division Avenue to Military Highway.

2. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

TEXAS HIGHWAY DEPARTMENT
STANDARD
MUNICIPAL SANITARY SEWER AGREEMENT

COUNTY - Bexar
PROJECT - I 35-2 (10) 150
HIGHWAY - I H 35

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

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

WHEREAS the STATE Has deemed it necessary to make certain highway improvements on the Interstate Highway System as designated by the State and approved by the Secretary of Commerce generally described as follows: County - Bexar; Highway - I H 35, located from Division Avenue to Military Highway; and

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

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

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

Relocation of all existing Sanitary Sewers on the Expressway Right-of-Way, and such work being shown in detail in the OWNER'S preliminary plans, specifications and cost estimate attached hereto and made a part hereof, and

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

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

NOW, THEREFORE, BE IT AGREED:

The State will pay to the OWNER the costs incurred in adjusting OWNER'S facilities up to the amount said costs may be eligible for reimbursement under State Law and Highway Commission Policies and which costs are eligible for Federal cost participation.

The OWNER has determined that the method to be used in developing the relocation costs shall be as specified for the method checked and described hereafter:

X (1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

*(2)**(3)

If costs are developed under procedure (1) or (2) as before specified, the STATE will, upon satisfactory completion of the adjustment and upon receipt of final billing prepared in acceptable form as prescribed by Policy and Procedure Memorandum 30-4 and amendments thereto, make payment in the amount of 90% of the eligible costs as shown in the final billing prior to the required audit by the Federal Bureau of Public Roads and after such audit shall make final payment in an amount so that the total payments will equal the amount found eligible for State reimbursement and for Federal participation by the final audit. When requested, the STATE will make intermediate payments at not less than monthly intervals to OWNER when properly billed and such payments will not exceed 80% of the eligible costs as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

If costs are developed under procedure (3) as before specified the State will, upon satisfactory completion of the adjustment and upon receipt of a billing prepared in acceptable form, make payment to OWNER in an amount of $_____ as agreed to herein and as supported by the attached analysis of the estimated cost prepared as prescribed by Policy and Procedure Memorandum 30-4 and amendments thereto.

*(2) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the OWNER and approved by the STATE and the Division Engineer of the Federal Bureau of Public Roads.

**(3) An agreed lump sum where the estimated cost of the proposed adjustment does not exceed $2,500.00.

Upon the execution of this agreement by both parties hereto, the STATE will by written notice, authorize the OWNER to proceed with the necessary adjustments, and the OWNER agrees to diligently prosecute the work to completion in such manner so as not to interfere with or cause delays to the STATE'S contractor for the highway construction.

The OWNER will carry out said adjustments and record costs relative thereto in accordance with the rules, regulations, procedures and all other provisions of Policy and Procedure Memorandum 30-4 and amendments thereto and the costs paid by the STATE pursuant to this agreement shall be full compensation to OWNER for all damages and claims for damages as a result of the above highway improvement.

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

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

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

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

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

CITY OF SAN ANTONIO, TEXAS.

By: B. J. Shelley
Asst. City Manager

ATTEST:
J. H. Inselmann
Asst. City Clerk

RECOMMENDED FOR APPROVAL:

District Engineer

Right of Way Engineer

- - - -

AN ORDINANCE 26,853

AMENDING SECTION 60-74 OF THE CITY CODE, AS AMENDED BY ORDINANCE NO. 26015, BY ADDING SOUTH LAREDO STREET, FROM THE EXPRESSWAY TO HAMILTON STREET, TO THE LIST OF STREETS SET OUT IN ORDINANCE NO. 26015

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

1. Section 60-74 of the San Antonio City Code, as amended by Ordinance No. 26015, is hereby amended by adding South Laredo Street, from the Expressway to Hamilton Street, to the list of streets contained in Ordinance No. 26015 upon which, or portions of which, parking is prohibited.

2. Whereas, it is necessary for the public safety of the City or the proper regulation of traffic, and for the prevention of blocking of South Laredo Street, an urgency is created that this ordinance become effective immediately; therefore, upon passage hereof by an aye vote of at least six (6) Council members, this ordinance shall take effect.

3. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

- - -

AN ORDINANCE 26,854

ACCEPTING THE PROPOSAL OF IRVING S. SELIGMANN, CONSULTING ENGINEER FOR ENGINEERING SERVICES, FOR RELOCATION OF SANITARY SEWER LINES IN MARTINEZ CREEK RIGHT-OF-WAY BETWEEN ELSMERE AND OLMOS DRIVE AND APPROPRIATING THE SUM OF $4,850.70 TO PAY THEREFOR

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

1. The proposal of Irving S. Seligmann, attached hereto and made a part hereof, for engineering services for relocation of sanitary sewer lines in Martinez Creek right-of-way between Elsmere and Olmos Drive, is accepted.

2. The sum of FOUR THOUSAND EIGHT HUNDRED FIFTY AND 70/100 ($4,850.70) DOLLARS is appropriated out of No. 479-14, Sanitary Sewer Improvement Bond Fund, to be paid for such services.

3. The sum of ONE THOUSAND TWO HUNDRED NINETY-THREE AND 52/100 ($1,293.52) DOLLARS is appropriated from No. 479-14, Sanitary Sewer Improvement Bond Fund, as a contingency account for such project.

4. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,855

Amended 8/11/60 Ord 28786

ACCEPTING THE PROPOSAL OF IRVING S. SELIGMANN, CONSULTING ENGINEER, FOR ENGINEERING SERVICES FOR RELOCATION AND RECONSTRUCTION OF SANITARY SEWER LINES FOR INTERSTATE HIGHWAY 35 FROM BROADWAY TO ARTESIA ROAD, AUTHORIZING PAYMENT OF $5,214.00 THEREFOR OUT OF THE GENERAL FUND, TO BE REIMBURSED FROM STATE FUNDS

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

1. The proposal of Irving S. Seligmann, attached hereto and made a part hereof, for engineering services for relocation and reconstruction of sanitary sewer lines in Interstate Highway 35 from Broadway to Artesia Road is accepted.

2. The sum of FIVE THOUSAND TWO HUNDRED FOURTEEN AND NO/100 ($5,214.00) DOLLARS is authorized to be paid for such services out of the general fund, such sum to be reimbursed by the State of Texas; the sum of One Thousand forty-two and 80/100 ($1,042.80) is authorized from the general fund as a contingency account for such project.

3. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

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

- - -

AN ORDINANCE 26,856

PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF THE PORTION OF HIGHWAY NO. I.H. 10 IN THE CITY OF SAN ANTONIO, BETWEEN THE FOLLOWING LIMITS, TO-WIT: FROM OLMOS DRIVE TO THE EAST CITY LIMIT LINE OF THE CITY OF BALCONES HEIGHTS, IN NORTHWEST SAN ANTONIO, AS A CONTROLLED ACCESS HIGHWAY AND AS A STREET, HEREINAFTER REFERRED TO AS "THE PROJECT" AND AUTHORIZING THE CITY MANAGER OF THE CITY TO EXECUTE AND THE CITY CLERK TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, EXISTENCE AND USE OF SAID PROJECT AS A CONTROLLED ACCESS HIGHWAY AND AS A STREET, AND DETERMINING THE RESPONSIBILITIES OF THE CITY AND THE STATE OF TEXAS WITH REFERENCE THERETO: AND DECLARING AN EMERGENCY AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, the public convenience, safety and necessity of the City, and the people of the City require that the portion of Highway No. I.H. 10 from Olmos Drive to the east City Limit Line of the City of Balcones Heights, in Northwest San Antonio, be constructed, since the existing condition constitutes a serious inconvenience to the public, which it is urgently required to be remedied; and

WHEREAS, the City has requested the State of Texas to contribute financially in the project; and

WHEREAS, the State of Texas has made it known to the City that the State will assist the City in the improvement and maintenance of said project as a street and as a Controlled Access Highway.

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

SECTION 1. That since the public convenience, safety and necessity of the City and the people of the City require it, said project shall be constructed as a street and as a Controlled Access Highway as defined by House Bill No. 179, Acts 55th Legislature, Regular Session.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon, construct and maintain the project at the location and in the manner shown on the construction plans to be attached hereto, marked "Exhibit A", and made a part hereof in all respects.

SECTION 3. The City Manager of the City be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance in the form attached hereto and marked "Exhibit B". The City Manager of the City is further authorized to approve and sign the detailed plans for construction of the project or any section thereof when and as such plans are completed and prior to award of construction contract by the State. The City Clerk is hereby directed to attest the agreement and contract and to affix the proper seal of the City thereto.

SECTION 4. The fact that there is an imperative necessity that the work provided for in said contract be begun and carried out promptly, and that such contract should accordingly be forthwith executed, creates a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this August 21, 1958, and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR INTERSTATE PROJECT

STATE OF TEXAS
COUNTY OF BEXAR

This agreement made this ___ day of _____, 19____, by and between the State of Texas hereinafter referred to as the "STATE" party of the first part, and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the 21st day of August, 1958, hereinafter called the "CITY", party of the second part.

WITNESSETH:

Whereas, the City has requested the State to contribute financial aid in the improvement and maintenance of a Controlled Access Highway within such city, from Olmos Drive to the east City Limit Line of the City of Balcones Heights, in Northwest San Antonio, the route of Interstate Highway 10 and hereinafter called the "Project", and has by proper ordinance authorized the State to enter upon and improve and maintain or assist the City in the improvement and maintenance of said project as a street and as a Controlled Access Highway; and

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

AGREEMENT

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

Definitions:

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

Project Authorization

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

Right of Way

In accordance with its established policies, the State at its expense will acquire right of way needed for constructing and maintenance of the project. The State will handle appraisals, negotiations and other work incident to acquisition compatible with the authorities of the State, with the City cooperating as may be necessary to accomplish the objective of acquiring the needed unobstructed rights of way, including drainage easements, borrow and material sources, detours and all other incidental items of rights of way. Where the project follows the existing city street system, or requires the use of any property which is dedicated or city owned for street or alley purposes, the City shall make such property available for the project without cost to the State.

Existing Utilities

For the purpose of this provision the term "utility" shall include publicly, privately and cooperatively owned utilities. If adjustments, removals or relocations of utilities are involved, for which State cost participation may be requested, such adjustments, removals or relocations shall be covered by separate agreements.

Engineering Services

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

Division of Construction Responsibilities

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

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

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

Pavement Striping

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

Traffic Control Devices

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

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

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

Street illumination System

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

Future Utilities

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

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

Traffic Regulations and Safety Provisions

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

1. Prohibit all parking on the Main Lanes.

2. Restrict parking on Frontage Streets to parallel parking and to one side of the Frontage Streets only, and further to prohibit parking at specified places in compliance with the provisions of Section 95, Article XII, R.C.S. 6701d, Texas Uniform Act Regulating Traffic on Highways, and at other locations as future traffic and engineering studies may dictate. The City will prohibit all parking on the Frontage Streets between 12:00 midnight and 6:00 A.M. to facilitate sweeping of the streets.

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

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

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

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

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

Division of Maintenance Responsibilities

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

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

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

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

Future Street and Railroad Crossings

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

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the 21st day of August, 1958 and the State on the ____ day of _____, 1958.

CITY OF SAN ANTONIO

By: City Manager

ATTEST:

City Clerk

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

State Highway Engineer

APPROVAL RECOMMENDED:

District Engineer

Chief Engineer of Highway Design

A RESOLUTION

EXTENDING GREETINGS TO COMPANIA MEXICANA
DE AVIACION AND REQUESTING THEIR CONSIDERATION
OF THE INTERNATIONAL AIR SERVICE NEEDS OF THE
CITY OF SAN ANTONIO

WHEREAS, Compania Mexicana de Aviacion is serving the City of San Antonio; and

WHEREAS, the City of San Antonio and the San Antonio Chamber of Commerce believe that an increase in the international air service furnished to San Antonio by Compania Mexicana de Aviacion would mutually benefit the City of San Antonio And Compania Mexicana de Aviacion, and would further strengthen the bonds of friendship which have traditionally linked the City of San Antonio and the Republic of Mexico; NOW THEREFORE:

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

1. On behalf of the over one-half million citizens of the City of San Antonio, sincere greetings and good wishes are hereby extended to the great Mexican flag carrier which serves the City of San Antonio, COMPANIA MEXICANA DE AVIACION.

2. In the interest of further solidifying the bonds of friendship which have traditionally bound the people of San Antonio to the citizens of the Republic of Mexico, it is sincerely hoped that COMPANIA MEXICANA DE AVIACION Will give consideration to the international air service needs of the City of San Antonio, as presented by the San Antonio Chamber of Commerce through its representative, Charles W. Pope.

3. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,857

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 HERIN

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

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

CASE NO. 924

The rezoning and reclassification of property from "A" RESIDENCE DISTRICT to "M" MANUFACTURING DISTRICT, as follows:

Tract "G" (5.81 ac.), N.C.B. 12117

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

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

4. PASSED AND APPROVED this 21st day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,858

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

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

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

(CASE NO. 980)

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

Tracts 36 & 37, NCB 6070

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

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

4. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,859

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

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

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

CASE NO. 1006

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

Lots 1A, 1B, 1C, NCB 11175

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

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

4. PASSED AND APPROVED this 21st day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,860

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHCAL AND SCOTCHLITE FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE SIGN AND PAINT SHOP FOR A TOTAL OF $8,573.00

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

1. That the Finance Director be authorized to purchase certain items of Scotchcal and Scotchlite cut-out letters from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Public Works - Building Maintenance Sign and Paint Shop for a total of $8,573.00.

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

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

4. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,861

AUTHORIZING PITLUK ADVERTISING COMPANY TO RENEW CONTRACTS FOR ONE YEAR ON HIGHWAY BILLBOARD ADVERTISING LOCATED OUTSIDE THE CITY OF SAN ANTONIO AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE AND AUTHORIZING PAYMENT OF $5,022.00 THEREFOR

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

1. To renew contracts for one year on highway billboard advertising including two repaintings and revision of original artwork at the end of six months is hereby approved pursuant to recommendation of the Municipal Advertising Committee. Said billboards are located at the following points:

Orange, Texas	$67.50 per month	$810.00
El Paso, Texas	56.00 per month	672.00
Shreveport, Louisiana	55.00 per month	660.00
Laredo, Texas	40.00 per month	480.00
Denison, Texas	60.00 per month	720.00
Wichita Falls, Texas	75.00 per month	900.00
Texarkana, Texas	65.00 per month	780.00
	TOTAL	$5022.00

2. Payment of the sum of $5,022.00 out of the Civic Advertising Account 19-02-01, (2-62), 1958-59 general fund is hereby authorized to be made to Pitluk Advertising Company. Said amount includes the amounts specified in paragraph 1 hereof.

3. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,862 Participation Paving Broadway

ACCEPTING THE BID OF H. B. ZACHRY COMPANY FOR THE RECONSTRUCTION OF BROADWAY FROM THE ALLEY SOUTH OF BRIGHTWOOD TO LOOP 13; AND ALSO ACCEPTING THE BID OF H. B. ZACHRY COMPANY FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS (CONCRETE CURBING) HERETOFORE ORDERED IMPROVED PURSUANT TO AN ORDINANCE ENACTED BY THE CITY OF SAN ANTONIO ON THE 8TH DAY OF MAY, 1958; AUTHORIZING AND INSTRUCTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE H. B. ZACHRY COMPANY FOR THE CONSTRUCTION OF SAID IMPROVEMENTS; APPROPRIATING FUNDS FOR THE PURPOSE OF SATISFYING SAID CONTRACT; MAKING OTHER FINDINGS AND DETERMINATIONS AND MAKING OTHER PROVISIONS INCIDENT AND RELATING TO THE SUBJECT; DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, the City Council of the City of San Antonio has advertised for bids on the reconstruction of Broadway from the alley south of Brightwood to Loop 13; and

WHEREAS, in addition to said reconstruction the City Council has heretofore by ordinance duly passed and approved May 8, 1958, determined and declared the necessity for and ordered that the portion of the hereinafter described street be improved by the construction of concrete curbing, said street, or portions thereof located in the City of San Antonio, within the limits below set forth, and has determined to assess a portion of the cost of the said concrete curbing against the property abutting the street, or portions thereof, to be improved, and against the real and true owners hereof, and against the railways using, occupying or crossing such street or portions thereof, so ordered to be improved, for the improvements in the areas between rails, tracks, double tracks, turnouts and switches, and for two (2) feet on each side thereof; said street, or portions thereof, being described as follows, to-wit:

Street	From	To	Improvement
Broadway	Alley south of Brightwood	Loop 13	Concrete curbing

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

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

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

WHEREAS, after careful consideration of all bids received, the City Council finds that the bid of H. B. Zachry Company is the lowest responsible bidder; and

WHEREAS, the City Council finds that the expenditures proposed to be made in carrying out the terms of the aforementioned contract with H. B. Zachry Company are for public improvements, a part of which is to be paid by or through special assessments levied on or against properties to be benefited thereby and that no further opportunity need be or should be given for competition on either of said contracts; NOW, THEREFORE:

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 $154,683.28, for the reconstruction of Broadway from the alley south of Brightwood to Loop 13 is hereby accepted.

2. The low bid of H. B. Zachry Company, in the amount of $17,182.28, for the curbing of Broadway from the alley south of Brightwood to Loop 13 is hereby accepted.

3. The City Manager is authorized and directed to enter into a contract with said H. B. Zachry Company, said contract is attached hereto and made a part hereof.

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

5. After said contract has been executed by the City Manager and attested by the City Clerk, and after said H. B. Zachry Company has executed the same, it and the 100% Performance Bond and Maintenance Bond of said H. B. Zachry Company shall be submitted to the City Council for ratification and approval.

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

7. The total sum of $171,865.56 shall be and is hereby appropriated out of and from unappropriated monies on hand and to the credit of the City in Street Improvement Bond Fund 1956 Series, 479-01, for the purpose of satisfying all amounts which the City will be obligated to pay to said H. B. Zachry Company on the reconstruction and curbing construction contract. The cost of curbing shall be shared by the abutting property owners and the above mentioned fund shall be reimbursed with monies collected on such assessments. The total cost of curbing being $17,182.28; the sum of $12,081.51 to be borne by the property owners and the sum of $5,100.77 to be paid by the City. The City shall bear the full cost of the reconstruction of the mentioned portion of Broadway, said amount being $154,683.28.

The appropriation hereby made shall be reflected on the proper books and records of the City and such appropriated monies shall be used for no other purpose until the final amounts due to H. B.ZAchry Company have been paid and satisfied and any balance of the money hereby appropriated then remaining may become and shall be available for further use and appropriation for the purpose for which said monies were originally budgeted into such fund.

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

9. The fact that the street or portions thereof listed in this ordinance are in such poor condition that the health and safety of the public are endangered, and the fact that the improvement of such street or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, creates an emergency requiring this ordinance to take effect immediately, and therefore, this ordinance shall be and become effective immediately upon its passage and approval.

10. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,863

ACCEPTING THE DEDICATION OF A STORM DRAINAGE EASEMENT FROM COLISEUM PARK APARTMENTS, INCORPORATED, TO CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR STORM DRAINAGE PROJECT 13X, 13-14Y

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

1. The dedication easement from Coliseum Park Apartments, Incorporated, 1100 Goliad Road, San Antonio, Texas, to the City of San Antonio, for Storm Drainage Project 13X, 13-14Y, conveying tothe City of San Antonio the property described in the easement which is incorporated herein by reference, Parcel No. 3413, is accepted.

2. This is a dedication and no money shall be appropriated in payment therefor.

3. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,864

ACCEPTING AN EASEMENT FROM THE SAN ANTONIO RIVER AUTHORITY FOR THE CONSTRUCTION OF A SANITARY SEWER LINE IN CONJUNCTION WITH U. S. HIGHWAY #87 NORTHWEST EXPRESSWAY PROJECT, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH SAID RIVER AUTHORITY SETTING FORTH THE RIGHTS AND LIABILITIES OF THE PARTIES THERETO

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

1. The easement from the San Antonio River Authority, conveying to the City of San Antonio the property described in that instrument, a duplicate copy of which is attached hereto and made a part hereof, is accepted.

2. The City Manager is authorized to enter into an agreement with the San Antonio River Authority setting forth the rights and liabilities of the parties hereto incident to the exercise of the grant made herein, said agreement being contained in the easeement accepted herein.

3. This conveyance is made in conjunction with the U. S. Highway #87 Northwest Expressway Project and no money shall be appropriated in payment therefor.

4. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,865

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF ROY WHEELER AND WIFE

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

1. That the petition of Roy Wheeler 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 106 Bartlett Place, Lot 19 and East 42 ft. of 18 and West 25 ft. of 20, Co. Block 4045 Unit G-1, Blk. 4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,866

APPROPRIATING CERTAIN FUNDS IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM

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

1. The following sums are hereby appropriated out of the stated funds for the various designated projects:

South Zarzamora Street Widening Project; Street Improvement Bond, Series 1957, Fund No. 479-10:

a. $450.00 payable to Alamo Title Company as escrow agent for W. M. Tinsley and wife, Ella V. Tinsley, P. O. Box 711, Kerrville, Texas, for that property more fully described in the deed from W. M. Tinsley and wife, Ella V. Tinsley to the City of San Antonio, incorporated herein by reference, Parcel No. 3328.

b. $600.00 payable to Alamo Title Company as escrow agent for Frank R. Brenner, 334 Royal Oaks Drive, San Antonio, Texas for that property more fully described in the deed from Frank R. Brenner to the City of San Antonio, incorporated herein by reference Parcel No. 3329.

c. $2,950.00 payable to Alamo Title Company as escrow agent for J. F. Perry, Jr., 310 Houston Building, San Antonio, Texas, for that property more fully described in the deed from J. F. Perry, Jr., to the City of San Antonio, incorporated herein by reference, Parcel No. 3321.

d. $2,350.00 payable to Alamo Title Company as escrow agent for General Investment Corporation, 722 South Zarzamora Street, San Antonio, for the property more fully described in that deed from General Investment Corporation to the City of San Antonio, incorporated herein by reference, Parcel No. 3344.

2. PASSED AND APPROVED this 28th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,867

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE CONSTRUCTION OF AN INSTRUMENT LANDING SYSTEM (OUTER MARKER) FOR SAN ANTONIO INTERNATIONAL AIRPORT, OVER PARTS OF LOTS 17 AND 18, IN NEW CITY BLOCK 7108

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

1. The City Manager is authorized to execute a License Agreement with the United States of America for the construction of an Instrument Landing System (outer marker) for San Antonio International Airport, over parts of Lots 17 and 18, in New City Block 7108.

2. A copy of this agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 28th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,868

ESTABLISHING HOLIDAYS TO BE OBSERVED BY CITY EMPLOYEES DURING THE FISCAL YYAR 1958-59

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

1. The following are hereby declared to be the holidays to be observed by City Employees during the period from August 1, 1958 through July 31, 1959;

Labor Day, Monday, September 1, 1958;
Veterans Day, Tuesday, November 11, 1958;
Thanksgiving Day, Thursday, November 27, 1958;
Christmas Day, Thursday, December 25, 1958;
Friday, December 26, 1958;
New Years Day, Thursday, January 1, 1959;
Battle of Flowers
Parade, Friday, April 24, 1959 - 1/2 day, effective 12:00 noon;
Independence Day, observe Friday, July 3, 1959.

2. All employees who are required to work on the above designated holidays shall be given equal time off in lieu thereof.

3. PASSED AND APPROVED this 28th day of August, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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✓ Part. Paving Project "B"

AN ORDINANCE #26,869

APPROVING AND ADOPTING THE ESTIMATE, STATEMENT AND REPORT OF THE CITY'S ENGINEER WITH REFERENCE TO THE IMPROVEMENT OF CERTAIN STREETS OR AVENUES OR PORTIONS THEREOF OF THE CITY OF SAN ANTONIO; DETERMINING THE TYPE OF IMPROVEMENTS TO BE MADE IN EACH UNIT, THE ESTIMATED AMOUNT PER FRONT FOOT PROPOSED TO BE ASSESSED AGAINST THE OWNERS OF ABUTTING PROPERTIES AND THEIR PROPERTIES IN EACH IMPROVEMENT UNIT, THE ESTIMATED TOTAL COSTS OF THE IMPROVEMENTS IN EACH IMPROVEMENT UNIT, THE ESTIMATED AMOUNT OF THE TOTAL COSTS OF THE IMPROVEMENTS IN EACH UNIT WHICH IT IS PROPOSED SHALL BE PAID BY THE CITY, THE ESTIMATED AMOUNT OF THE TOTAL COST OF THE IMPROVEMENTS IN EACH UNIT WHICH IT IS PROPOSED SHALL BE ASSESSED AGAINST THE ABUTTING PROPERTIES AND THE REAL AND TRUE OWNERS THEREOF, THE ESTIMATED AMOUNT PROPOSED TO BE ASSESSED AGAINST RAILWAYS USING, OCCUPYING OR CROSSING ANY STREET, AVENUE OR PORTION THEREOF BEING IMPROVED, FOR THE IMPROVEMENTS BETWEEN AND UNDER RAILS, TRACKS, DOUBLE TRACKS, TURNOUTS AND SWITCHES AND TWO FEET ON EACH SIDE THEREOF; RATIFYING AND APPROVING THE ACTIONS OF THE CITY MANAGER IN EXECUTING AND OF THE CITY CLERK IN ATTESTING THE CONTRACTS BETWEEN THE CITY OF SAN ANTONIO AND H. B. ZACHRY COMPANY AND FIRST OF TEXAS CORPORATION; APPROVING THE 100% PERFORMANCE BOND OF H. B. ZACHRY COMPANY; DETERMINING THE MANNER AND TERMS OF PAYMENT OF THE PROPOSED ASSESSMENTS; ORDERING THAT A HEARING SHALL BE GIVEN TO THE OWNERS AND TO ALL PERSONS OWNING OR CLAIMING ANY INTEREST IN OR LIEN UPON ANY PROPERTY ABUTTING THE STREETS OR AVENUES OR PORTIONS THEREOF TO BE IMPROVED; AND TO ALL RAILWAYS USING, CROSSING OR OCCUPYING ANY SUCH STREETS OR AVENUES OR PORTIONS THEREOF, AND TO ALL PERSONS OWNING OR CLAIMING ANY INTEREST IN ANY SUCH RAILWAYS; AND TO ALL OTHER INTERESTED PARTIES AND TO THEIR AGENTS AND ATTORNEYS; FIXING THE TIME AND PLACE FOR SUCH HEARING; DIRECTING THE MAYOR AND CITY CLERK TO GIVE NOTICE OF SAID HEARING; SPECIFYING THE TYPE OF AND THE MANNER IN WHICH SUCH NOTICE SHALL BE GIVEN; MAKING OTHER FINDINGS AND ENACTING OTHER PROVISIONS INCIDENT AND RELATING TO THE SUBJECT; PROVIDING THAT SHOULD ANY SECTION OF OR PART OF A SECTION OF THIS ORDINANCE BE HELD VOID, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

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WHEREAS, the City Council of the City of San Antonio has heretofore by an ordinance duly passed and enacted on May 1, 1958, determined and declared the necessity for and ordered the improvement of the hereinafter described streets and avenues or portions thereof of the City of San Antonio, within the limits below set forth, and has determined to assess a portion of the costs of the improvements against the properties abutting the streets and avenues or portions thereof to be improved, and against the real and true owners thereof, and against the railways using, occupying or crossing such streets and avenues or portions thereof so ordered to be improved, for the improvements within the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof; said streets and avenues or portions thereof being described as follows, to-wit:

PROJECT "B" - May 1, 1958 CITY OF SAN ANTONIO, TEXAS

UNIT	STREET OR AVENUE	FROM	TO	WIDTH Face of Curb to Face of Curb
1	Plainview	E.P.L. N.W. 36th	W.P.L. Rosabell	30 ft
2	N. W. 22nd	N.P.L. Lombrano	S.P.L. Laurel	27 ft
3	Goodrich	S.P.L. Culebra	N.P.L. Poplar	27 ft
4	Henry	W.P.L. Zarzamora	E.P.L. Elmendorf	27 ft
5	Rivas	W.P.L. 24th	E.P.L. 25th	30 ft
6	N. Brazos	N.P.L. Ruiz	S.P.L. Poplar	30 ft
7	Arbor Place	W.P.L. N. Brazos	Creek (West)	30 ft
8	W. Houston	W.P.L. 20th	E.P.L. 21st	30 ft
9	W. Travis	W.P.L. 19th	E.P.L. 20th	30 ft
10	N.W. 19th	N.P.L. Houston	S.P.L. Travis	30 ft
11	W. Travis	E.P.L. Picoso	W.P.L. Hamilton	30 ft
12	Rosillo	S.P.L. Martin	N.P.L. Houston	30 ft

13	Chupaderas	N.P.L.	Martin	S.P.L.	Perez	30 ft
14	N. Brazos	S.P.L.	Perez	N.P.L.	Martin	30 ft
15	S. Trinity	N.P.L.	Buena Vista	S.P.L.	Commerce	30 ft
16	S. Sabinas	S.P.L.	Monterey	N.P.L.	Saunders	30 ft
17	Nueces	S.P.L.	Buena Vista	N.P.L.	Guadalupe	30 ft
18	San Fernando	E.P.L.	Nueces	W.P.L.	Las Moras	30 ft
19	S. Trinity	N.P.L.	San Fernando	S.P.L.	San Luis	30 ft
20	Saunders	E.P.L.	S. W. 19th	W.P.L.	Picoso	30 ft
21	Durango	W.P.L.	Zarzamora	E.P.L.	Hamilton	30 ft
22	Aztec	W.P.L.	Zarzamora	E.P.L.	Elmendorf	30 ft
23	Vera Cruz	E.P.L.	Nueces	E.P.L.	South Trinity	30 ft
23a	Vera Cruz	E.P.L.	South Trinity	W.P.L.	Pinto	27 ft
24	Leroux	E.P.L.	S.W. 25th	W.P.L.	S.W. 24th	42 ft
25	Meliff	S.P.L.	Ave Maria & Del Rey	Pt. S. of El Mio		30 ft
26	Del Rey	W.P.L.	San Pedro	E.P.L.	Meliff & Ave Maria	30 ft
27	Anne Lewis	W.P.L.	Grotto	E.P.L.	Shearer Hills	30 ft
28	Audrey Alene	W.P.L.	Grotto	W. End of Street		30 ft

WHEREAS, the notice of the enactment of said ordinance of May 1, 1958, signed in the name of the City of San Antonio by its City Clerk, identifying or designating the streets and avenues or portions thereof to be so improved, as ordered by said ordinance, and stating that a portion of the cost of said improvements is to be especially assessed as a lien against the property abutting on said streets or avenues or portions thereof to be improved, and against the owners thereof, and stating that all of the cost of said improvements within the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof, of any railway using, occupying or crossing any of such streets and avenues or portions thereof to be improved, within the improvement units above defined, shall be specifically taxed and assessed against each such respective railway and its roadbed, ties, rails, fixtures, rights and franchises, in the manner provided by Article 1105b of the Revised Civil Statutes of Texas, 1925, as amended, was filed with the County Clerk of Bexar County, Texas, on the 2nd day of May, 1958, and recorded in the Deed of Trust Records of said County in Volume 4142, pages 289 to 295; and

WHEREAS, the City's Engineer has prepared plans and specifications for such proposed improvements, and has submitted same to the City Council; and

WHEREAS, said plans and specifications were approved and adopted by an ordinance duly passed and enacted by the City Council of the City of San Antonio on the 1st day of May, 1958; and

WHEREAS, due notice to bidders for the construction of such proposed improvements was given as required by law and by the Charter of the City of San Antonio; and

WHEREAS, sealed bids were received for the construction of such improvements, and were duly opened at the time and place provided in the notice therefor; and

WHEREAS, after careful consideration of all bids received, the City Council found that the bid of H. B. ZACHRY COMPANY was the most advantageous bid for the City to accept, and that H. B. Zachry Company is a responsible party and that H. B. Zachry Company was the lowest and best bidder and that said bid was fair and reasonable; and

WHEREAS, by ordinance duly passed, adopted, approved and enacted on the 14th day of August, 1958, the City Council of the City of San Antonio authorized the City Manager of the City of San Antonio to enter into a contract with H. B. Zachry Company and authorized the City Clerk to attest and affix the seal of the City to such contract, and authorized the City Manager to enter into a contract with FIRST OF TEXAS CORPORATION to act as Fiscal Agent for the City in connection with the construction of the proposed improvements and the levying of the proposed assessments, and authorized the City Clerk to affix the City's corporate seal thereto and attest the same; and appropriated the sum of $163,663.40 from unappropriated monies on hand and to the credit of the City in the Street Improvement Bond Fund, 1957 Series, 479-11, for the purpose of satisfying the maximum amounts which it was estimated would become due to H. B. Zachry Company and to First of Texas Corporation, the sum of $140,194.26 of such appropriation being appropriated for the benefit of H. B. Zachry Company and the sum of $23,469.14 of

such appropriation being appropriated for the benefit of First of Texas Corporation; and

WHEREAS, such contracts with H. B. Zachry Company and with First of Texas Corporation were duly executed on behalf of the City and on behalf of said H. B. Zachry Company and First of Texas Corporation; and

WHEREAS, said executed contracts have been submitted to the City Council of the City of San Antonio for approval; and

WHEREAS, said H. B. Zachry Company has submitted its 100% Performance Bond in the sum of $253,659.47; and

WHEREAS, the City Council finds that said bond is duly executed by H. B. Zachry Company and by a corporate surety duly authorized to execute surety bonds under the laws of the State of Texas, and that said bond is a good and sufficient bond and should be approved, and that said contracts have been duly executed by said H. B. Zachry Company and by said First of Texas Corporation and on the part of the City by the City Manager and have been attested by the City Clerk, and that the actions of the said City Manager in executing said contracts and of the City Clerk in attesting same should be ratified and approved; and

WHEREAS, the City Council has caused the City's Engineer to prepare and file estimates of the cost of the improvements in each unit, and estimates of the amounts per front foot proposed to be assessed in each unit against the properties abutting the streets or avenues or portions thereof to be improved, and against the real and true owners thereof, and against the railways using, occupying or crossing any of such streets or avenues, or portions thereof to be improved, for the improvements within the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof; and

WHEREAS, the City Council finds that such estimates in each unit appear to be reasonable and proper, and that the estimates as to each unit of the amount per front foot proposed to be assessed in such unit against the properties abutting the streets, avenues or portions thereof to be improved and against the owners thereof, and the estimates as to each unit of the amounts to be assessed against railways using, occupying or crossing the streets, avenues or portions thereof to be improved, for the improvements between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof, are all made in conformity with the provisions of the aforementioned ordinance of May 1, 1958, and in conformity with the subsequent ordinances heretofore passed, approved and enacted by the City Council, above referred to, and in conformity with the intention and desires of the City Council, and will generally result in just and equitable assessments and that the assessments proposed to be levied against the properties abutting the streets or avenues or portions thereof to be improved are apportioned between such properties and the owners thereof substantially in accordance with the Front Foot Plan or Rule; NOW THEREFORE,

* * * * * * * * * * * * * * * * *

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

1. The written estimate, statement and report of the City's Engineer as below set out, having been received and examined by the City Council of the City of San Antonio is hereby in all things approved and adopted, and said estimate and the method of arriving at the determinations and findings therein contained are hereby approved.

2. It is hereby found and determined that the type of improvements to be made in each improvement unit, the estimated amount per front foot proposed to be assessed in each unit against the owner or owners of properties abutting each street or avenue or portion thereof to be improved, and against their properties, the estimated total cost of such improvements in each unit, the estimated amount of the total cost of the improvements in each such unit which it is proposed shall be paid by the City of San Antonio, the estimated amount of the total cost of said improvements in each such unit which it is proposed shall be assessed against the abutting properties and the real and true owners thereof, and the estimated amount proposed to be assessed against railways for the improvements between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof in those units in which one or more railways are using, occupying or crossing the street, avenue or portion thereof being improved, are all correctly stated and computed by the City's Engineer in his said report and estimate, and that such estimate and report as to each improvement unit is correct, and that all other information not specifically mentioned above but which is contained in said statement, report and estimate is correct and that said statement, report and estimate should be and the same is hereby adopted as the basis for levying the assessments for such street improvements, except as otherwise provided herein; said statement, report and estimate reading as follows, to-wit:

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 1
STREET OR AVENUE : Plainview
FROM : EPL of NW 36th Street
TO : WPL of Rosabell Drive
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	2,554.77	L. F.	1.41	3,602.23
Reconstructed Curb	31	L. F.	1.71	53.01
Paving & Excavating	5,154.79	S. Y.	2.1499	11,082.32

Cost of Actual Construction	14,737.56
Plus Engineer's Fees of 8 %	1,179.00
Total Cost of Improvements in Unit	15,916.56

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	9,455.93
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,460.63
TOTAL COST of Improvements in Unit	15,916.56

Total footage to be assessed 2,459.1'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 2
STREET OR AVENUE : NW 22nd
FROM : NPL of Laurel Street
TO : SPL of Lombrano Street
WIDTH OF PAVEMENT : 27 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	595.74	L. F.	$1.41	$ 839.99
Reconstructed Curb	192.50	L. F.	1.71	329.18
Paving & Excavating	1,211.25	S. Y.	2.33523	2,828.55

Cost of Actual Construction	$3,997.72
Plus Engineer's Fees of 8 %	319.82
Total Cost of Improvements in Unit	4,317.54

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	$2,609.54
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,708.00
TOTAL COST of Improvements in Unit	4,317.54

Total footage to be assessed 720'

Rate per front foot for Curb	$1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT	3
STREET OR AVENUE	Goodrich Avenue
FROM	SPL of West Poplar Street
TO	NPL of Culebra Avenue
WIDTH OF PAVEMENT	27 face of curb to face of curb
TYPE OF IMPROVEMENT	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	3,072.62	L. F.	$1.41	$4,332.39
Reconstructed Curb	39	L. F.	1.71	66.69
Paving & Excavating	5,900.55	S. Y.	1.96026	11,566.59

Cost of Actual Construction	$15,965.67
Plus Engineer's Fees of 8 %	1,277.25
Total Cost of Improvements in Unit	17,242.92

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	9,730.92
PROPERTY OWNERS' Portion of Total Cost of Improvements	7,512.00
TOTAL COST of Improvements in Unit	17,242.92

Total footage to be assessed 2,880'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 4
STREET OR AVENUE : Henry
FROM : WPL of Zarzamora Street
TO : EPL of Elmendorf Street
WIDTH OF PAVEMENT : 27 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	717.72	L. F.	$1.41	$1,011.99
Reconstructed Curb	------	L. F.	----	--------
Paving & Excavating	2,220.93	S. Y.	2.02616	4,499.97

Cost of Actual Construction	$5,511.96
Plus Engineer's Fees of 8 %	440.96
Total Cost of Improvements in Unit	5,952.92

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,374.88
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,578.04
TOTAL COST of Improvements in Unit	5,952.92

Total footage to be assessed 1,350.2'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 5
STREET OR AVENUE : Rivas
FROM : WPL of NW 24th Street
TO : EPL of NW 25th Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	786.44	L. F.	1.41	1,108.88
Reconstructed Curb	------	L. F.	----	--------
Paving & Excavating	1,447.67	S. Y.	1.75274	2,537.39

Cost of Actual Construction	3,646.27
Plus Engineer's Fees of 8 %	291.70
Total Cost of Improvements in Unit	3,937.97

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,157.97
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,780.00
TOTAL COST of Improvements in Unit	3,937.97

Total footage to be assessed 700'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 6
STREET OR AVENUE : North Brazos
FROM : NPL of Ruiz
TO : SPL of West Poplar
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	2,514.13	L. F.	1.41	3,544.92
Reconstructed Curb	401.28	L. F.	1.71	686.19
Paving & Excavating	7,404.34	S. Y.	2.05223	15,195.44

Cost of Actual Construction	19,426.55
Plus Engineer's Fees of 8 %	1,554.12
Total Cost of Improvements in Unit	20,980.67

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	14,033.88
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,497.99
TOTAL COST of Improvements in Unit	20,980.67
Special tax for improvements between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof	448.80

Total footage to be assessed 2,660.02'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 7
STREET OR AVENUE : Arbor Place
FROM : WPL of North Brazos
TO : Creek (West)
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	2,282.18	L. F.	1.41	3,217.87
Reconstructed Curb	379.06	L. F.	1.71	648.19
Paving & Excavating	4,741.25	S. Y.	2.13454	10,120.40

Cost of Actual Construction	13,986.46
Plus Engineer's Fees of 8 %	1,118.92
Total Cost of Improvements in Unit	15,105.38

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	8,485.31
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,620.07
TOTAL COST of Improvements in Unit	15,105.38

Total footage to be assessed 2,631.98'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 8
STREET OR AVENUE : West Houston
FROM : WPL of NW 20th Street
TO : EPL of NW 21st Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	683.94	L. F.	$1.51	$ 964.36
Reconstructed Curb	------	L. F.	----	--------
Paving & Excavating	1,469.16	S. Y.	2.01752	2,964.07

Cost of Actual Construction	$3,928.43
Plus Engineer's Fees of 8 %	314.27
Total Cost of Improvements in Unit	4,242.70

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	$2,487.70
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,755.00
TOTAL COST of Improvements in Unit	4,242.70

Total footage to be assessed 700'

Rate per front foot for Curb	$1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT :	9
STREET OR AVENUE :	West Travis
FROM :	WPL of NW 19th Street
TO :	EPL of NW 20th Street
WIDTH OF PAVEMENT :	30 face of curb to face of curb
TYPE OF IMPROVEMENT :	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	745.54 L. F.	$1.41	$1,051.21
Reconstructed Curb	------ L. F.	----	--------
Paving & Excavating	1,392.03 S. Y.	2.02237	2,815.20

Cost of Actual Construction	$3,866.41
Plus Engineer's Fees of 8 %	309.31
Total Cost of Improvements in Unit	4,175.72

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,421.15
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,754.57
TOTAL COST of Improvements in Unit	4,175.72

Total footage to be assessed 662.1'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 10
STREET OR AVENUE : NW 19th
FROM : NPL of West Houston Street
TO : SPL of West Travis Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	485.93 L. F.	$1.41	$ 685.16
Reconstructed Curb	132.55 L. F.	1.71	226.66
Paving & Excavating	1,012.97 S. Y.	1.99626	2,022.16

Cost of Actual Construction	$2,933.98
Plus Engineer's Fees of 8 %	234.72
Total Cost of Improvements in Unit	3,168.70

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	$1,937.64
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,231.06
TOTAL COST of Improvements in Unit	3,168.70

Total footage to be assessed 515.04'

Rate per front foot for Curb	$1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 11
STREET OR AVENUE : West Travis
FROM : EPL of North Hamilton Avenue
TO : WPL of North Picoso Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	834.97 L. F.	$1.41	$1,177.31
Reconstructed Curb	27.81 L. F.	1.71	47.56
Paving & Excavating	1,836.14 S. Y.	2.13861	3,926.79

Cost of Actual Construction	$4,770.06
Plus Engineer's Fees of 8 %	381.60
Total Cost of Improvements in Unit	5,151.66

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,866.66
PROPERTY OWNERS' Portion of Total Cost of Improvements	2,285.00
TOTAL COST of Improvements in Unit	5,151.66

Total footage to be assessed 900'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT :12
STREET OR AVENUE :North Rosillo
FROM :SPL of Martin Street
TO :NPL of Houston Street
WIDTH OF PAVEMENT :30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	1,755.2	L. F.	$1.41	$2,474.83
Reconstructed Curb	398.35	L. F.	1.71	681.18
Paving & Excavating	3,784.18	S. Y.	1.84457	6,980.21

Cost of Actual Construction	$10,136.22
Plus Engineer's Fees of 8 %	810.90
Total Cost of Improvements in Unit	10,947.12

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	6,341.56
PROPERTY OWNERS' Portion of Total Cost of Improvements	4,605.56
TOTAL COST of Improvements in Unit	10,947.12

Total footage to be assessed 1,818.4'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 13
STREET OR AVENUE : Chupaderas
FROM : NPL of Martin
TO : SPL of Perez
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	1,000.14	L. F.	1.41	1,410.20
Reconstructed Curb	203.94	L. F.	1.71	348.74
Paving & Excavating	2,731.54	S. Y.	2.39057	6,529.94

Cost of Actual Construction	8,288.88
Plus Engineer's Fees of 8 %	663.11
Total Cost of Improvements in Unit	8,951.99

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	5,622.11
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,329.88
TOTAL COST of Improvements in Unit	8,951.99

Total footage to be assessed 1,303.8'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 14
STREET OR AVENUE : North Brazos
FROM : SPL of Perez Street
TO : NPL of Martin Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	1,359.01	L. F.	.41	$1,916.20
Reconstructed Curb	156.03	L. F.	.71	266.81
Paving & Excavating	3,042.52	S. Y.	.7997	5,475.65

Cost of Actual Construction	$7,658.66
Plus Engineer's Fees of 8 %	612.69
Total Cost of Improvements in Unit	8,271.35

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	5,008.66
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,262.69
TOTAL COST of Improvements in Unit	8,271.35

Total footage to be assessed 267'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT	15
STREET OR AVENUE	South Trinity
FROM	NPL of Buena Vista Street
TO	SPL of Commerce Street
WIDTH OF PAVEMENT	30 face of curb to face of curb
TYPE OF IMPROVEMENT	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	306.03 L. F.	$1.41	$ 431.50
Reconstructed Curb	427.21 L. F.	1.71	730.53
Paving & Excavating	1,167.98 S. Y.	1.92448	2,247.76

Cost of Actual Construction	$3,682.57
Plus Engineer's Fees of 8 %	272.78
Total Cost of Improvements in Unit	3,682.57

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,585.57
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,097.00
TOTAL COST of Improvements in Unit	3,682.57

Total footage to be assessed 600'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 16
STREET OR AVENUE : South Sabinas
FROM : SPL of Monterey Street
TO : NPL of Saunders Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	482.53 L. F.	$1.41	$ 680.37
Reconstructed Curb	274.91 L. F.	1.71	470.10
Paving & Excavating	1,202.38 S. Y.	2.01077	2,417.71

Cost of Actual Construction	$3,568.18
Plus Engineer's Fees of 8 %	285.45
Total Cost of Improvements in Unit	3,853.63

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,188.35
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,665.28
TOTAL COST of Improvements in Unit	3,853.63

Total footage to be assessed 628.4'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 17
STREET OR AVENUE : Nueces
FROM : SPL of Buena Vista
TO : NPL of Guadalupe
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	4,194.13 L. F.	1.41	5,913.72
Reconstructed Curb	1,027.12 L. F.	1.71	1,756.38
Paving & Excavating	9,657.33 S. Y.	1.89147	18,266.59

Cost of Actual Construction	25,936.69
Plus Engineer's Fees of 8 %	2,074.94
Total Cost of Improvements in Unit	28,011.63

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	17,139.59
PROPERTY OWNERS' Portion of Total Cost of Improvements	10,872.04
TOTAL COST of Improvements in Unit	28,011.63

Total footage to be assessed 4,300.8'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT :	18
STREET OR AVENUE :	San Fernando Street
FROM :	EPL of Nueces Street
TO :	WPL of Las Moras Street
WIDTH OF PAVEMENT :	30 face of curb to face of curb
TYPE OF IMPROVEMENT :	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	2,319.78 L. F.	1.41	3,270.89
Reconstructed Curb	374.62 L. F.	1.71	640.60
Paving & Excavating	5,769.63 S. Y.	1.77203	10,223.99

Cost of Actual Construction	14,135.48
Plus Engineer's Fees of 8 %	1,130.84
Total Cost of Improvements in Unit	15,266.32

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	8,992.48
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,273.84
TOTAL COST of Improvements in Unit	15,266.32

Total footage to be assessed 2,518.6'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 19
STREET OR AVENUE : South Trinity
FROM : NPL of San Fernando Street
TO : SPL of San Luis Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	752.04 L. F.	$1.41	$1,060.38
Reconstructed Curb	------ L. F.	----	--------
Paving & Excavating	1,425.92 S. Y.	1.91561	2,731.52

Cost of Actual Construction	$3,791.90
Plus Engineer's Fees of 8 %	303.35
Total Cost of Improvements in Unit	4,095.25

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,388.09
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,707.16
TOTAL COST of Improvements in Unit	4,095.25

Total footage to be assessed 644.2'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 20
STREET OR AVENUE : Saunders
FROM : EPL of SW 19th Street
TO : WPL of Picoso Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	2,113.62 L. F.	$1.41	$2,980.20
Reconstructed Curb	50.50 L. F.	1.71	86.36
Paving & Excavating	4,124.62 S. Y.	1.87752	7,744.08

Cost of Actual Construction	$10,810.64
Plus Engineer's Fees of 8 %	864.85
Total Cost of Improvements in Unit	11,675.49

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	6,653.93
PROPERTY OWNERS' Portion of Total Cost of Improvements	5,021.56
TOTAL COST of Improvements in Unit	11,675.49

Total footage to be assessed 1,913.8'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT	21
STREET OR AVENUE	Durango
FROM	WPL of Zarzamora Street
TO	EPL of Hamilton Avenue
WIDTH OF PAVEMENT	30 face of curb to face of curb
TYPE OF IMPROVEMENT	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	2,664.57	L. F.	1.41	3,757.04
Reconstructed Curb	146.65	L. F.	1.71	250.77
Paving & Excavating	5,589.19	S. Y.	1.90598	10,652.90

Cost of Actual Construction	14,660.71
Plus Engineer's Fees of 8 %	1,172.86
Total Cost of Improvements in Unit	15,833.57

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	9,316.40
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,517.17
TOTAL COST of Improvements in Unit	15,833.57

Total footage to be assessed 2,507.64'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 22
STREET OR AVENUE : Aztec
FROM : WPL of Zarzamora Street
TO : EPL of Elmendorf Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	1,260.32	L. F.	1.41	1,777.05
Reconstructed Curb	120.60	L. F.	1.71	206.23
Paving & Excavating	2,171.13	S. Y.	2.03305	4,414.03

Cost of Actual Construction	6,397.31
Plus Engineer's Fees of 8 %	511.78
Total Cost of Improvements in Unit	6,909.09

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	3,467.49
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,441.60
TOTAL COST of Improvements in Unit	6,909.09

Total footage to be assessed 1,344'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 23
STREET OR AVENUE : Vera Cruz
FROM : EPL of Nueces
TO : EPL of South Trinity
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	686.82	L. F.	1.41	968.42
Reconstructed Curb	95	L. F.	1.71	162.45
Paving & Excavating	1,685.95	S. Y.	1.86314	3,141.17

Cost of Actual Construction	4,272.04
Plus Engineer's Fees of 8 %	341.76
Total Cost of Improvements in Unit	4,613.80

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	2,843.20
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,770.60
TOTAL COST of Improvements in Unit	4,613.80

Total footage to be assessed 704'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT :	23A
STREET OR AVENUE :	Vera Cruz
FROM :	EPL of South Trinity
TO :	WPL of Pinto
WIDTH OF PAVEMENT :	27 face of curb to face of curb
TYPE OF IMPROVEMENT :	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	637.6	L. F.	1.41	899.01
Reconstructed Curb	-----	L. F.	----	--------
Paving & Excavating	938.4	S. Y.	1.86314	1,748.38

Cost of Actual Construction	2,647.39
Plus Engineer's Fees of 8 %	211.79
Total Cost of Improvements in Unit	2,859.18

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	1,169.53
PROPERTY OWNERS' Portion of Total Cost of Improvements	1,689.65
TOTAL COST of Improvements in Unit	2,859.18

Total footage to be assessed 637.6'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 24
STREET OR AVENUE : Leroux Street
FROM : EPL of SW 25th Street
TO : WPL of SW 24th Street
WIDTH OF PAVEMENT : 42 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	1,242.28 L. F.	$1.41	$1,751.61
Reconstructed Curb	75.5 L. F.	1.71	129.11
Paving & Excavating	3,253.27 S. Y.	1.94514	6,328.08

Cost of Actual Construction	$8,208.80
Plus Engineer's Fees of 8 %	656.70
Total Cost of Improvements in Unit	8,865.50

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	5,654.50
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,211.00
TOTAL COST of Improvements in Unit	8,865.50

Total footage to be assessed 1,240'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 25
STREET OR AVENUE : Meliff Drive
FROM : SPL of Ave Maria Drive and Avenue Del Rey
TO : Point South of El Mio Drive
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	797.68 L. F.	1.41	1,124.73
Reconstructed Curb	------ L. F.	----	--------
Paving & Excavating	2,346.54 S. Y.	1.83338	4,303.10

Cost of Actual Construction	5,427.83
Plus Engineer's Fees of 8 %	434.23
Total Cost of Improvements in Unit	5,862.06

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	3,332.00
PROPERTY OWNERS' Portion of Total Cost of Improvements	2,530.06
TOTAL COST of Improvements in Unit	5,862.06

Total footage to be assessed 1,051.19

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT :	26
STREET OR AVENUE :	Del Rey
FROM :	WPL of San Pedro
TO :	EPL of Meliff Drive and Ave Maria Drive
WIDTH OF PAVEMENT :	30 face of curb to face of curb
TYPE OF IMPROVEMENT :	Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY	UNIT PRICE	
New Curb	1,673.65 L. F.	1.41	2,359.85
Reconstructed Curb	------ L. F.	----	--------
Paving & Excavating	3,288.06 S. Y.	1.96484	6,460.54

Cost of Actual Construction	8,820.39
Plus Engineer's Fees of 8 %	705.63
Total Cost of Improvements in Unit	9,526.02

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	4,960.52
PROPERTY OWNERS' Portion of Total Cost of Improvements	4,565.50
TOTAL COST of Improvements in Unit	9,526.02

Total footage to be assessed 1,770'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 27
STREET OR AVENUE : Anne Lewis Drive
FROM : WPL of Grotto Boulevard
TO : EPL of Shearer Hills Boulevard
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	1,524.64	L. F.	$1.41	$2,149.74
Reconstructed Curb	------	L. F.	----	--------
Paving & Excavating	2,761.07	S. Y.	2.12013	5,853.85

Cost of Actual Construction	8,003.59
Plus Engineer's Fees of 8 %	640.29
Total Cost of Improvements in Unit	8,643.88

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	4,802.96
PROPERTY OWNERS' Portion of Total Cost of Improvements	3,840.92
TOTAL COST of Improvements in Unit	8,643.88

Total footage to be assessed 1,449.4'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

ENGINEER'S ESTIMATE OF COSTS

City of San Antonio, Texas, Street Improvements PROJECT "B"

UNIT : 28
STREET OR AVENUE : Audrey Alene Drive
FROM : WPL of Grotto Boulevard
TO : West to end of Street
WIDTH OF PAVEMENT : 30 face of curb to face of curb
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

COST OF IMPROVEMENTS

ITEM	QUANTITY		UNIT PRICE	
New Curb	2,674.86	L. F.	$1.41	$3,771.55
Reconstructed Curb	124.7	L. F.	1.71	213.24
Paving & Excavating	5,205.53	S. Y.	2.12065	11,039.14

Cost of Actual Construction	$15,023.93
Plus Engineer's Fees of 8 %	1,201.91
Total Cost of Improvements in Unit	16,225.84

APPORTIONMENT OF COSTS

CITY'S Portion of Total Cost of Improvements	9,253.60
PROPERTY OWNERS' Portion of Total Cost of Improvements	6,972.24
TOTAL COST of Improvements in Unit	16,225.84

Total footage to be assessed 2,678.2'

Rate per front foot for Curb	1.00
Rate per front foot for Paving	1.65
Total rate per front foot	2.65

3. The actions of the City Manager in executing and the City Clerk in affixing the corporate seal of the City to and attesting the contract between the City of San Antonio and H. B. Zachry Company, dated the 14th day of August, 1958, for the construction of said street improvements, and the contract between the City of San Antonio and First of Texas Corporation, dated the 14th day of August, 1958, for the performance of certain services by First of Texas Corporation as Fiscal Agent for the City of San Antonio, are hereby ratified.

4. The 100% Performance Bond submitted by H. B. Zachry Company in the penal sum of $253,659.47 is hereby accepted and approved. In this connection, it is hereby found that the total amounts to be assessed against the owners of abutting properties and their properties will be not less than one-third (1/3) of the total costs of the improvements to be constructed under the above contract by H. B. Zachry Company.

5. The amounts payable by and assessed against the abutting properties and the real and true owners thereof shall constitute a personal liability of the real and true owners of each of such abutting properties, and shall be secured by a first and prior lien upon each of such properties, which lien shall be prior to all other liens and claims except for State, County, School District and City ad valorem taxes; and the amounts payable by the railways using, occupying or crossing such streets or avenues or portions thereof, within the boundaries above defined, shall be assessed by the levy of a special tax upon such railways and their roadbeds, ties, rails, fixtures, rights and franchises, which tax shall constitute a lien thereon superior to any other lien or claim except State, County and City ad valorem taxes, which lien may be enforced either by sale of said respective properties, in the manner provided by law for the collection of ad valorem taxes by the City or by suit in any court having jurisdiction; and all such assessments shall be payable as follows, to-wit:

a. When the street improvements have been completed, and have been accepted by the City of San Antonio by ordinance in or as to a particular unit, as such units are defined in the ordinance of the City Council of the City of San Antonio passed, approved, enacted and adopted on May 1, 1958, the amounts payable by and assessed against the properties abutting upon that portion of the street or avenue being improved which is situated in such unit, and payable by and assessed against the real and true owners of such properties; and the amounts payable by and assessed and taxed against any railway or railways using, occupying or crossing any such street, avenue or portion thereof within any such unit, and levied upon the roadbeds, ties, fixtures, rights and franchises of any such railway or railways, shall all be and become due in four (4) equal (or as nearly equal as possible) installments, as follows:

b. The first of said installments shall be due and payable on or before ten (10) days from the date the improvements have been accepted by ordinance by the City in the unit in which the property assessed lies, and the three (3) remaining installments shall be due and payable on or before one (1), two (2) and three (3) years, respectively, from the date of such acceptance. Interest shall run on the unpaid principal balance until paid from the date of the acceptance of such improvements in each

such unit at the rate of seven (7%) per cent per annum, which interest shall be due and payable at the time the principal installments become due as above set out (or at the time of payment of such installments in the event of prepayment). Past due principal and interest shall bear interest at the rate of eight (8%) per cent per annum. If default is made in the payment of any installment of principal or interest when due, then at the option of the holder of the special assessment certificate issued to evidence such assessment, the entire amount of such certificate shall be and become immediately due and payable, together with reasonable attorneys' fees and court costs, if incurred.

6. No assessment shall in any case be made against any abutting property, or against the real and true owner or owners thereof, in excess of the special benefits to accrue to such property in the enhanced value thereof, resulting from said improvements. If the application of the front foot rule or plan would, in the opinion of the City Council, in particular cases result in injustice or irregularity, the costs of the improvements in such cases shall be apportioned and assessed against such abutting properties and the owners thereof in a just and equitable manner, as ordered by the City Council, having in view the special benefits in enhanced value to be received by such parcels of property and the owners thereof, and the equities of such owners, and the adjustment of such apportionment so as to produce a substantial equivalent of benefits received and burdens imposed. If, upon completion and acceptance of the improvements in a particular unit, it shall appear that the actual costs of the improvements are substantially different from the estimated costs, as to one or more abutting properties, due to a discrepancy in lineal or front footage or to other error, the ordinance levying the assessment shall be amended in order to correct such error, provided that in no event shall any assessment be amended to increase such assessment against abutting properties above the amount of the costs per front foot shown on the City's Engineer's estimate, except after due notice and hearing.

7. In the levying and making of said assessments, if the name of any owner by unknown, it shall be sufficient to so state the fact; and if any property be owned by an estate, or by any firm or corporation, it shall be sufficient to so state, and it shall not be necessary to give the correct name of any owner, but the real and true owner of the property assessed shall be liable and the assessment against the property shall be valid, whether such owner be correctly named or not. Assessments against several parcels of property within the same unit may be made in one assessment when owned by the same person, firm, corporation or estate, and property owned jointly by one or more persons, firms or corporations may be assessed jointly. It is hereby further provided that said improvements and the assessment levied therefor in any one unit are in no wise related to or connected with the improvements or assessments in any other unit; and in levying said assessments the amounts so assessed, and the validity of such assessments, in any one of said units shall not be in anywise affected by any fact or matter connected with the improvements or the assessments therefor in any other unit; and the omission of part or all of said improvements in any unit shall in no wise affect or impair the improvements or, or the validity of the assessments therefor in any other unit. Further, the omission of said improvements in any particular unit in front of any parcel or parcels of property shall in no wise affect or impair the validity of the assessments against the other abutting properties in such unit.

The Contractor shall not be compelled to construct any paving or curbing improvements on that portion of any street or avenue immediately abutting any property, any interest in which was exempt at the time the improvements were ordered, from the lien of special assessment and against which the owners are not willing to fix valid, voluntary mechanics' liens, but the Contractor shall be permitted to omit such improvements on any such street or avenue immediately abutting any such exempt property (which improvements may be omitted to the centerline of such streets). If, however, the owners of any such exempt properties execute valid mechanics' lien contracts, agreeing to pay the property owners' share of the cost of the improvements and fixing a valid lien upon their properties to secure such costs, then such improvements shall be constructed by the Contractor on the portion of the street or avenue abutting such property; provided, however, that in any case where valid assessments may not be levied against one or more parcels of exempt property, and the Contractor is unable to obtain the execution of a valid mechanics' lien contract or contracts by the owners of said property for the payment of the portion of the costs properly chargeable against such property, or cash in advance, or the deposit in escrow until the completion and acceptance of such improvements by the City, of such owners' part of such costs, then the entire unit or any block therein in which the street or avenue or portion thereof to be improved is situated may be deleted from the contract, at the option of the City, if it is advisable to do so to eliminate drainage problems or for other reasons. In the event the improvements are omitted, abutting any particular properties, the lien on such properties, which was fixed by the filing of the notice of the enactment of the ordinance of May 1, 1958, shall be released.

8. The City does not guarantee the collection of the assessments levied against the owners of abutting properties and their properties, but will exercise and exhaust all of its lawful powers to aid in enforcing collection and will hold for the Contractor or its assigns any sums collected between the date of the acceptance of the improvements and the date of delivery of the certificates of special assessment to the Contractor or its assigns; as well as any sums which may thereafter be paid to said City as payment on or of such assessments.

9. A hearing shall be given to the owners, and to all persons owning or claiming any interest in or lien upon any property abutting the streets or avenues or portions thereof hereinabove named, within the limits hereinabove defined, and to all other interested parties, and to their agents and attorneys, before the City Council of the City of San Antonio, which hearing shall begin on the day of 1958, at o'clock AM, and shall be held at the City Hall of the City of San Antonio, Texas. At said hearing all of said owners of abutting properties and all persons owning or claiming any interest in or lien upon same, and all of such railways using, crossing or occupying any of such streets or avenues or portions thereof to be improved, and all owners and all persons owning or claiming any interest in any of such railways, and all other interested parties, and their agents and attorneys, shall have the right to be heard on any matter as to which hearing is a constitutional prerequisite to the validity of any assessment sought to be imposed and to contest the amounts of the proposed assessments and/or the liens, and the liability therefor, the special benefits to the abutting properties and the owners thereof by means of the improvements for which assessments are to be levied, the accuracy, sufficiency, regularity and validity of the proceedings and contracts in connection with such improvements and proposed assessments and/or concerning any matter or thing connected therewith.

The said hearing may be continued from time to time and day to day until a fair opportunity for hearing has been afforded to all desiring to contest the said assessments or proceedings, and the City Council of the City of San Antonio shall have power, and shall correct any errors, inaccuracies, irregularities and invalidities, and shall have power to and shall supply any deficiency and shall have power to and shall determine the amounts of the assessments and all other matters necessary, and shall have power by ordinance to close such hearing, and by the same or by a later ordinance or ordinances, to levy such assessments and such special taxes against the railways using, occupying or crossing said streets or avenues or portions thereof to be improved before, during or after the construction of such improvements, but no part of any assessment or tax shall be made to mature prior to acceptance by the City of the improvements in the unit in which the portion of the street or avenue abutted by the property assessed lies, or in which the area lies between and under the rails, tracks, double tracks, turnouts and switches and two feet on each side thereof of any railway using, occupying or crossing such streets, avenues or portions thereof for which the assessment and/or tax is levied. It shall not be necessary to levy all of such assessments and/or special taxes at one time or by a single ordinance, but said hearing may be closed as to each portion of a street or avenue constituting a unit of improvement as above set out, after a fair opportunity for hearing has been offered to all desiring to contest the assessments proposed to be levied for the improvements in such unit, and the City Council of the City of San Antonio shall then have the power to levy such assessments against the property abutting on said portion of such street or avenue within such unit and against the owners thereof by the same or by a later ordinance or ordinances, and shall have the power to levy such special tax, by the same or by a later ordinance or ordinances, upon any railways using, crossing or occupying any such street or avenue or portion thereof to be improved, and against the roadbeds, rails, fixtures, rights and franchises thereof, for the improvements to be constructed in any part of the area between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof of any such railway or railways.

10. The City Clerk is hereby instructed to give notice of the fact that such hearing has been called to all members of the City Council, if any, who are not present at the meeting of the City Council at which this ordinance is passed.

11. The Mayor and City Clerk of the City of San Antonio are hereby ordered and directed to give notice of said hearing to all owners and to all persons owning or claiming any interest in or lien upon any property abutting the streets or avenues or portions thereof to be improved within the limits hereinabove designated, and to all railways using, crossing or occupying any of the streets or avenues or portions thereof to be improved, within the limits hereinabove designated, and to all persons owning or claiming any interest in any of such railways so using, crossing or

occupying any of such streets or avenues or portions thereof, and to all other interested parties and to their agents and attorneys, by advertisement inserted at least three (3) times in THE COMMERCIAL RECORDER, a newspaper published in and of general circulation in the City of San Antonio, Bexar County, Texas, the first publication to be made at least ten (10) days before the date of such hearing. Such notice shall state the time and place at which such hearing shall be held, and shall describe in general terms the nature of the improvements to be made in each such unit for which assessments are proposed to be levied and to which such notice relates, and shall describe the streets and avenues or portions thereof to be improved, in each separate unit of improvement, and shall state the estimated amount or amounts per front foot proposed to be assessed against the owner or owners of properties abutting on each street or avenue or portion thereof to be improved and against such properties; and shall state the estimated total cost of the improvements on each street and avenue or portion thereof to be improved constituting a separate unit of improvement; and shall also state the amounts proposed to be assessed against any railway or railways using, occupying or crossing any of such streets or avenues or portions thereof within such limits, for the cost of the improvements to be constructed in that part of the area between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof. It shall not be necessary to include in said notice the names of the owners or properties abutting on such streets, avenues or portions thereof to be improved, nor a specific description of specific lots or tracts.

The City Clerk may, at his discretion, give such additional notice of such hearing by mail or otherwise to the owners of any of the abutting properties (including railways owning any of the abutting properties), and to any railway using, crossing or occupying any street, avenue or portion thereof to be improved, as he shall deem advisable, but the failure of the City Clerk to give any additional notice shall in no manner invalidate or affect any assessment to be levied.

Said notice, which shall be published as above set out, shall be substantially as follows, to-wit:

NOTICE OF HEARING ON SPECIAL BENEFITS TO BE RECEIVED FROM PROPOSED STREET IMPROVEMENTS, AND ON OTHER MATTERS WITH REFERENCE THERETO, WHICH HEARING IS TO BE HELD IN THE COUNCIL CHAMBER IN THE CITY HALL OF THE CITY OF SAN ANTONIO, TEXAS, BEGINNING ON THE 18th DAY OF September 1958, AT 9:15 O'CLOCK AM.

TO ALL OWNERS AND TO ALL PERSONS OWNING OR CLAIMING ANY INTEREST IN OR LIEN UPON ANY PROPERTY ABUTTING THE STREETS OR AVENUES OR PORTIONS THEREOF OF THE CITY OF SAN ANTONIO, TEXAS, HEREINAFTER NAMED, WITHIN THE LIMITS HEREINAFTER SET FORTH (INCLUDING ALL RAILWAYS OWNING OR CLAIMING ANY INTEREST IN OR LIEN UPON ANY SUCH ABUTTING PROPERTIES, AND INCLUDING THE OWNERS OF ANY SUCH RAILWAYS); AND TO ALL RAILWAYS USING, CROSSING OR OCCUPYING ANY OF SUCH STREETS OR AVENUES OR PORTIONS THEREOF WITHIN SUCH LIMITS, AND TO ALL OWNERS AND TO ALL PERSONS OWNING OR CLAIMING ANY INTEREST IN ANY OF SUCH RAILWAYS, AND TO ALL OTHER INTERESTED PARTIES, AND TO THEIR AGENTS AND ATTORNEYS:

YOU ARE HEREBY NOTIFIED that the City Council of the City of San Antonio, Texas, has determined the necessity for and ordered the improvement of certain streets or avenues or portions thereof, hereinafter described, within the limits hereinafter defined, the nature of which improvements is hereinafter generally set forth; and that the said City Council has approved and adopted the estimate, statement and report of the City's Engineer and has taken other proceedings with reference to the making of such improvements, all of which are of record in the Minutes of the City Council of the City of San Antonio; and has by ordinance ordered that a hearing be held, and notice thereof given.

NOW THEREFORE, PURSUANT TO SAID PROCEEDINGS AND SUCH ORDINANCE, NOTICE IS HEREBY GIVEN:

I

That a hearing shall be given to the owners and to all persons owning or claiming any interest in or lien upon any property abutting the streets or avenues or portions thereof of the City of San Antonio, Texas, hereinafter named, within the limits hereinafter set forth (including all railways owning or claiming any interest in or lien upon any such abutting properties, and including the owners of any such railways); and to all railways using, crossing or occupying any of such streets or avenues or portions thereof, within such limits, and to all owners and to all persons owning or claiming any interest in any of such railwyas, and to all other interested parties and to their agents and attorneys, before the City Council of the City of San Antonio, Texas, which hearing shall begin on the 18 day of September 1958, at 9:15 o'clock AM, and shall be held in the Council Chamber in the City Hall of San Antonio, Texas, at which hearing all of said owners and other interested parties, their agents or attorneys, and all of said railways and the owners thereof, their agents or attorneys shall have the right to be heard on any matter as to which hearing is a constitutional prerequisite to the validity of any assessment sought to be imposed and to contest the amounts of the proposed

assessments; the lien and the liability thereof; the special benefits to the abutting property and the owners thereof by means of the improvements for which such assessments are to be levied; the accuracy, sufficiency, regularity and validity of the proceedings and contract in connection with such improvements and proposed assessments, or concerning any matter or thing connected therewith. The said hearing may be continued from time to time and day to day until a fair opportunity for hearing has been afforded to all desiring to contest the said assessments or proceedings, and the City Council shall have power to and shall correct any errors, inaccuracies, irregularities and invalidities, and shall have power to and shall supply any deficiency and shall determine the amount of assessments and all other incidental matters, and shall have power by ordinance to close such hearing and by the same or by a later ordinance or ordinances, to levy such assessments before, during or after the construction of such improvements, but no part of any assessment against abutting properties shall be made to mature prior to acceptance by the City of the improvements abutting the properties for which the assessment is levied. It shall not be necessary to levy all of the assessments at one time or by a single ordinance, and said hearing may be closed as to each portion of a street or avenue, constituting a unit of improvement (as such units are designated below), after a fair opportunity for hearing has been afforded to all desiring to contest the assessments proposed to be levied against the owners and their properties abutting on the portion of each such street or avenue, constituting a unit of improvement, and desiring to contest the special tax proposed to be levied against the railways using, occupying or crossing any such streets, avenues or portions thereof, in such improvement units; and the City Council shall then have the power to levy such assessments against such abutting properties and against the owners thereof, as provided herein and in the prior proceedings of the City Council herein referred to; and to levy a special tax upon any such railways and upon their roadbeds, rails, fixtures, rights and franchises for the whole cost of the improvements in the area between and under the rails and tracks, double tracks, turnouts and switches and two feet on each side thereof, as herein provided and as provided in the prior proceedings of the City Council herein referred to. No assessment will be made against any abutting property or owner thereof in excess of the special benefits to such property and its owner in the enhanced value thereof by means of such improvements as determined at such hearing. All of said owners, claimants and other interested parties, their agents or attorneys, are hereby referred for further information to the proceedings with reference to said improvements on file and/or of record with the City Clerk of the City of San Antonio, and particularly to the estimate of the City's Engineer and to the proposed assessment roll wherein the exact amount proposed to be assessed against each abutting property and the owner thereof, and against each railway using, occupying or crossing any of such streets, avenues or portions thereof within the limits hereinafter set forth is set forth; said City's Engineer's estimate and said proposed assessment roll being on file in the office of the City Clerk.

II

The nature of the improvements for which assessments are proposed to be levied and to which this notice relates is as follows: Said streets or avenues or portions thereof, within the limits hereinafter described, shall be improved by filling, grading, raising, paving and/or by constructing curbs where there are no existing curbs, and by reconstructing curbs where there are existing curbs, if necessary, and such streets or avenues are also to be paved or repaved or straightened as necessary so as to attain the width set out below from the face of curb to face of curb, and by constructing necessary and proper appurtenances and incidentals to such improvements, including drains and culverts, where necessary in the opinion of the City's Engineer; said paving to consist of the construction of an adequate asphaltic wearing surface of a thickness of one (1") inch on an adequate base of at least eight (8") inches in thickness after compaction, which asphaltic surface and base, as well as all of such other improvements to be made, shall be of such nature and type of construction in each particular unit of improvement as is shown in the plans and specifications of the City's Engineer.

III

The streets and avenues or portions thereof to be improved within the limits designated by the City Council are listed below, as they have been divided by the City Council into separate and distinct improvement units. There is stated in connection with the listing of each street and avenue or portion thereof, within the limits herein defined constituting each improvement unit the estimated amount or amounts per front foot to be assessed against the owner or owners of properties abutting such street or avenue or portion thereof and such properties; the estimated amount proposed to be assessed against railways for the improvements to be constructed in any part of the areas between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof; the estimated total cost of the street improvements in each improvement unit and the width of paved surface to be attained from face of curb to face of curb.

In each unit, the estimated amount to be assessed is $2.65 per front foot for curb and paving. If there is any existing curb which can be used on any street or avenue abutting any particular property or properties, a credit of $1.00 per front foot will be allowed for such existing curb.

The designation of such streets and avenues or portions thereof and such other information is as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
UNIT NUMBER AND NAME OF STREET OR AVENUE	FROM	TO	WIDTH OF PAVEMENT	ESTIMATED AMOUNT OF ASSESSMENT PER FRONT FOOT AGAINST PROPERTIES ABUTTING ON STREETS OR AVENUES BEING IMPROVED AND AGAINST THE OWNERS THEREOF	ESTIMATED AMOUNT TO BE ASSESSED AGAINST RAILWAYS FOR IMPROVEMENTS BETWEEN AND UNDER RAILS, ETC. AND TWO FEET ON EACH SIDE THEREOF	ESTIMATED TOTAL COST OF IMPROVEMENTS
1 - Plainview	EPL of NW 36th	WPL of Rosabell	30 feet	2.65	-	15,916.56
2 - NW 22nd	NPL of Laurel	SPL of Lombrano	27 feet	2.65	-	4,317.54
3 - Goodrich	SPL of West Poplar	NPL of Culebra	27 feet	2.65	-	17,242.92
4 - Henry	WPL of Zarzamora	EPL of Elmendorf	27 feet	2.65	-	5,952.92
5 - Rivas	WPL of NW 24th	EPL of NW 25th	30 feet	2.65	-	3,937.97
6 - Brazos	NPL of Ruiz	SPL of West Poplar	30 feet	2.65	448.80	20,980.67
7 - Arbor Pl	WPL of North Brazos	Creek (West)	30 feet	2.65	-	15,105.38
8 - W Houston	WPL of NW 20th	EPL of NW 21st	30 feet	2.65	-	4,242.70
9 - W Travis	WPL of NW 19th	EPL of NW 20th	30 feet	2.65	-	4,175.72
10- NW 19th	NPL of West Houston	SPL of West Travis	30 feet	2.65	-	3,168.70
11- W Travis	EPL of North Hamilton	WPL of North Picoso	30 feet	2.65	-	5,151.66
12- N Rosillo	SPL of Martin	NPL of Houston	30 feet	2.65	-	10,947.12
13- Chupaderas	NPL of Martin	SPL of Perez	30 feet	2.65	-	8,951.99
14- N Brazos	SPL of Perez	NPL of Martin	30 feet	2.65	-	8,271.35
15- S Trinity	NPL of Buena Vista	SPL of Commerce	30 feet	2.65	-	3,682.57
16- S Sabinas	SPL of Monterey	NPL of Saunders	30 feet	2.65	-	3,853.63

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
17- Nueces	SPL of Buena Vista	NPL of Guadalupe	30 feet	2.65	-	28,011.63
18- San Fernando	EPL of Nueces	WPL of Las Moras	30 feet	2.65	--	15,266.32
19- S Trinity	NPL of San Fernando	SPL of San Luis	30 feet	2.65	-	4,095.25
20- Saunders	EPL of SW 19th	WPL of Picoso	30 feet	2.65	-	11,675.49
21- Durango	WPL of Zarzamora	EPL of Hamilton	30 feet	2.65	-	15,833.57
22- Aztec	WPL of Zarzamora	EPL of Elmendorf	30 feet	2.65	-	6,909.09
23- Vera Cruz	EPL of Nueces	EPL of S Trinity	30 feet	2.65	-	4,613.80
23A- Vera Cruz	EPL of S Trinity	WPL of Pinto	27 feet	2.65	-	2,859.18
24- Leroux	EPL of SW 25th	WPL of SW 24th	42 feet	2.65	-	8,865.50
25- Meliff	SPL of Ave Maria and Avenue Del Rey	Point South of El Mio	30 feet	2.65	-	5,862.06
26- Del Rey	WPL of San Pedro	EPL of Meliff and Ave Maria Drive	30 feet	2.65	-	9,526.02
27- Anne Lewis	WPL of Grotto	EPL of Shearer Hills	30 feet	2.65	-	8,643.88
28- Audrey Alene	WPL of Grotto	West to end of street	30 feet	2.65	-	16,225.84

IV

The City reserves the right to omit the improvements in front of any properties, any interest in which was exempt from the liens of special assessments at the time the street improvements were ordered, and further reserves the right to omit the improvements to entire units, or any blocks therein, where one or more properties therein are exempt from the lien of the assessment and the owners fail or refuse to execute valid mechanics' lien contracts, fixing valid contractual liens against such properties, or to otherwise secure the payment of their share of the costs of such improvements, and any such omissions will not invalidate the lien or liability on assessments made against the abutting properties being improved.

DONE BY THE ORDER OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS, IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUT HANDS AND THE SEAL OF SAID CITY ON THIS, THE / DAY OF 1958.

Mayor, City of San Antonio, Texas

ATTEST:

City Clerk, City of San Antonio, Texas

(SEAL OF CITY)

THE STATE OF TEXAS }
COUNTY O F BEXAR }
CITY OF SAN ANTONIO }

I, J. FRANK GALLAGHER, City Clerk in and for the City of San Antonio, Bexar County, Texas, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a NOTICE OF HEARING ON SPECIAL BENEFITS AND ON OTHER MATTERS WITH REFERENCE THERETO, to be held on the 18 day of September 1958, at 9:15 o'clock AM, done by order of the City Council of the City of San Antonio, Texas, pursuant to instructions contained in an ordinance approving and adopting the estimate, report and statement of the City's Engineer of the cost of the improvements, etc., which ordinance was passed by the City Council of the City of San Antonio, Texas, on the day of 1958, which ordinance, together with the above and foregoing Notice of Special Hearing, appear of record in Book of the Minutes of said City Council of the City of San Antonio, Texas.

WITNESS MY HAND AND SEAL OF SAID CITY on this, the day of 1958.

City Clerk, City of San Antonio

(SEAL OF CITY)

12. Following such hearing, as above provided, and before, during or after the construction of such improvements, an assessment or assessments will be levied against such abutting property and against the real and true owners thereof at the date the improvements were ordered, whether correctly named or not, and a special tax will be levied against railways using, crossing or occupying such streets or avenues or portions thereof to be improved, for that portion of the cost of said improvements in each unit which the City Council determines to be payable by said abutting property and the real and true owners thereof and by said railways. No error or mistake in attempting to name any such owner or any such railway, or in describing any of said property shall invalidate any assessment or certificate issued in evidence thereof.

13. Should any section or section or any part of any section or sections of this ordinance be held to be void and without force and effect for any reason whatsoever by any court of competent jurisdiction, the remaining portions of the ordinance shall not be thereby affected; but they shall remain in force and effect as though the void and unenforceable portion thereof, if any, had not been incorporated herein.

14. The fact that numerous streets and avenues or portions thereof listed in this ordinance are in such poor condition that the health and safety of the public is endangered, and the fact that the improvement of such streets or avenues or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, creates an emergency requiring this ordinance to take effect immediately, and therefore, this ordinance shall be and become effective immediately upon its passage and approval.

15. PASSED AND APPROVED on this 28th day of August 1958.

J. Edwin Kuykendall
Mayor, City of San Antonio

ATTEST:

J. H. Inselmann
Asst. City Clerk, City of San Antonio

(SEAL OF CITY)

APPROVED AS TO FORM:

City Attorney, City of San Antonio

AN ORDINANCE 26,870

APPROPRIATING THE SUM OF $600.00 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUND, SERIES 1957, #479-13, FOR APPRAISAL OF CERTAIN LAND NEEDED FOR STORM DRAINAGE IN APACHE CREEK AREA

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

1. The sum of $600.00 is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, #479-13, in payment to Bert C. Fry for appraisal of an irregular shaped strip of land from Lots 1-22, N.C.B. 8264, Block 1, needed for widening and deepening the Apache Creek bed.

2. PASSED AND APPROVED this 28th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,871

AUTHORIZING PAYMENT OF THE SUM OF $1,300.00 OUT OF THE GENERAL FUND, ACCOUNT NO. 50-03-01, IN PAYMENT FOR APPRAISALS AND SURVEYS OF FLOOD EASEMENT AND DRAINAGE CONTROL AREAS ON APACHE CREEK

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

1. The payment of the sum of $1300.00 to Bert C. Fry out of the General Fund, Account No. 50-03-01, is hereby authorized to be made for survey and appraisal of a flood easement and drainage control area bordered by General McMullen Drive, Martin Street, Knoke Street, and the Apache Creek bed.

2. PASSED AND APPROVED this 28th day of August, A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,872

AUTHORIZING THE CITY MANAGER TO SIGN ACCEPTANCE OF DEED FROM THE UNITED STATES OF AMERICA CONVEYING TO THE CITY A CERTAIN SANITARY SEWER LINE

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

1. The conveyance of a 12-inch vitreous clay sanitary sewer line, a part of the Kelly Field property, by the United States of America to the City of San Antonio is hereby accepted, and the City Manager is authorized to sign the Acceptance Form on Page 7 of the instrument of conveyance.

2. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,873

EXTENDING INJURY LEAVE OF POLICE OFFICER ROBERT RUTLEDGE FROM JULY 29, 1958 TO JANUARY 29, 1959

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

1. Police Officer Robert Rutledge is granted injury leave from July 29, 1958 to January 29, 1959.

2. PASSED AND APPROVED this 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 26,874

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF 1.77 ACRES OF LAND MORE OR LESS AT THE SOUTHWEST INTERSECTION OF CALLAGHAN ROAD AND LOOP 13

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 changed and extended so as to include the following described territory which lies at the southwest intersection of Callaghan Road and Loop 13;

A 1.777 Acre Tract out of an 8.731 Acre Tract out of 218.955 Acres Reynolds Tract No. 1 out of Manuel Tejeda Survey No. 89.

BEGINNING at a point in the Southwest line of said 8.731 Acre Tract. Said point being N. 48° 39' 55" W. 500.00 feet from the Southeast line of Callaghan Road;

THENCE N 41°39' E 236.0' along the present city limit line, said line being 509 0 feet from and parallel to the Southeast R.O.W. line of Callaghan Road;

THENCE N 48° 39' 55" W 235.28 feet along the present city limit line to its intersection with the South R.O.W. line of Loop 13.

THENCE with the South R.O.W. line of Loop 13 a distance of 322.63 feet with a curve to the left whose radius is 5579.58 feet and whose central angle is 3° 18' 47";

THENCE S 48° 39' 55" E. 453.50 feet along the Southwest property line of said 8.731 Acre Tract to the point of Beginning and containing 1.777 acres more or less.

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

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

4. The City records shall be changed to conform to the new bounds and limits of the City as 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 30 days after such publication.

6. Approved for publication this 17th day of July, 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

7. PASSED AND APPROVED this 28th day of August 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,875

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 Commissioner s of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

CASE NO. 888

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

Tract "C", NCB 12176

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 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,876

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

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

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

CASE NO. 988:

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

Lot 22, NCB 10115

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 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,877

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

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

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

CASE NO. 1013:

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

Lots 11 and 12, NCB 11306

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 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 26,878

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

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

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

CASE NO. 973:

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

To "F" Local Retail District:

Lot 3, Blk. 3, NCB 13053
Lot 1, Blk. 7, NCB 13057

To "E" APARTMENT DISTRICT:

Lot 1, Blk. 3, NCB 13053

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 28th day of August A. D. 1958.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

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