

7. PASSED AND APPROVED this 29th day of October, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

REQUESTING ALL BOARDS, AGENCIES AND COMMISSIONS OF THE CITY OF SAN ANTONIO TO FILE MINUTES AND RECORDS OF THEIR OFFICIAL MEETINGS WITH THE CITY CLERK.

* * * *

WHEREAS, the various Boards, Agencies and Commissions of the City of San Antonio, serving in an advisory or administrative capacity in the city government are an integral part of the operation of said government; and

WHEREAS, the operations, projects and activities of said Boards, Agencies and Commissions are of vital interest and concern to the governing body of the City of San Antonio which is ultimately responsible to the citizens of San Antonio for the overall functioning of the city government; and

WHEREAS, the records and minutes of the official meetings of said Boards, Agencies and Commissions should be readily available to the City Council for purposes of information, factual data, and analyses to be used in dealing with municipal problems; NOW, THEREFORE,

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

1. All Boards, Agencies and Commissions of the City of San Antonio, both advisory and administrative, are hereby requested to file copies of the minutes of every official meeting. Said minutes shall be filed with the City Clerk within ten days after each meeting is held.

2. PASSED AND APPROVED this 29th day of October, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR OFFICE BUILDINGS AND ADDITIONS AND REVISIONS TO EXISTING BUILDINGS TO PROVIDE CHANGE HOUSE FACILITIES FOR THE NORTH LOOP 13 SERVICE CENTER AND SOUTH ZARZAMORA STREET SERVICE CENTER FOR THE CITY OF SAN ANTONIO.

* * *

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

1. The City Clerk is hereby authorized and directed to advertise for bids, addressed to the City, Clerk, City Hall, San Antonio, Texas, for office buildings and additions and revisions to existing buildings to provide change house facilities for the North Loop 13 Service Center and the Zarzamora Street Service Center, all in accordance with plans and specifications on file at the office of Noonan & Thompson & Krockner, Architects and Engineers, 2002 North St. Mary's Street, San Antonio. No deposit will be required from qualified bidders.

2. The bids shall be submitted in duplicate, the envelope containing any bid to be endorsed: "Bid for Office Buildings and Additions and Revisions to Existing Buildings to provide Change House Facilities for North Loop 13 Service Center and South Zarzamora Street Service Center for the City of San Antonio."

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

4. Bids will be received in the Office of the City Clerk until 2:00 P.M., Monday, November 23, 1959, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

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

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

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

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

9. Advertisement of the terms hereof shall be made by publication on two separate days, once a week for two consecutive weeks, prior to November 23, 1959, the date of the first publication to be at least fourteen days prior to that date.

10. PASSED AND APPROVED this 29th day of October, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 051

AMENDING SECTION 60-75, PARAGRAPH (1), AS AMENDED, OF THE CITY CODE, WHICH MAKES IT UNLAWFUL TO PARK ANY VEHICLE BETWEEN THE HOURS OF 4:00 P.M. AND 6:00 P.M. UPON PORTIONS OF CERTAIN SPECIFIED STREETS, BY ADDING THERETO THE EAST SIDE OF THE 100 BLOCK OF NORTH ALAMO STREET.

* * * * *

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

1. Section 60-75, paragraph (1), as amended of the City Code, which makes it unlawful to park any vehicle between the hours of 4:00 P.M. and 6:00 P.M. upon portions of certain specified streets, is hereby amended to include the east side of the 100 block of North Alamo Street.

2. PASSED AND APPROVED this 29th day of October, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 052

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

* * * * *

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

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

(Case No. 842)

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

Lot 44, Blk. 21, NCB 3426

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 053

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

* * * * *

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

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

(Case No. 950)

The re-zoning and reclassification of property from "B" RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT as follows:

Lot 33, NCB 7675

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 054

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

* * * * *

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

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

(Case No. 1066)

The re-zoning and reclassification of property from "B" RESIDENCE DISTRICT to "E" OFFICE DISTRICT As follows:

Lot 38 and 39, Blk. 18, NCB 12046

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 055

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

* * * * *

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

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

(Case No. 1155)

The re-zoning and reclassification of property from "A" RESIDENCE DISTRICT to "D" APARTMENT DISTRICT as follows:

Lot 11, NCB 10625

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 056

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

* * * * *

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

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

(Case No. 1169)

The re-zoning and reclassification of property from "B" RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT as follows:

Lot 12, Blk. C, NCB 11271

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 057

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

* * * * *

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

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

(Case No. 1189)

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

Lot 31, Blk. B, NCB 8695

- 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 5th day of November, A.D. 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 058

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

* * * * *

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

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

(Case No. 1194)

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

Lot 6, NCB 10617

- 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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST:: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 059

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

* * * * *

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

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

(Case No. 1195)

The re-zoning and reclassification of property from "B" RESIDENCE DISTRICT to "E" OFFICE DISTRICT as follows:

Lot 22, Blk. 62, NCB 10591

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 5th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 060

ACCEPTING THE PROPOSAL OF FRANK T. DROUGHT, CONSULTING ENGINEER, FOR PRELIMINARY SERVICES IN CONNECTION WITH WOODLAWN LAKE DRAINAGE PROJECT NO. 98; AND APPROPRIATING \$720.00 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUND NO. 479-13 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT FOR WOODLAWN LAKE DRAINAGE PROJECT NO. 98.

* * * * *

WHEREAS, the City has retained Frank T. Drought as consulting engineer on Woodlawn Lake Drainage Project No. 98; and,

WHEREAS, preliminary tests and data is necessary in order to prepare the preliminary plans for said project; and,

WHEREAS, no funds have been appropriated therefor; NOW, THEREFORE,

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

1. The proposal of Frank T. Drought, Consulting Engineer, for the performance of certain preliminary tests in connection with Woodlawn Lake Drainage Project No. 98 is hereby accepted.

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

3. The sum of \$720.00 is hereby appropriated out of Storm Drainage Improvement Bond Fund No. 479-13 to be used as a Miscellaneous Expenses Contingency Account for Woodlawn Lake Drainage Project No. 98. Said sum of \$720.00 is payable to Frank T. Drought in connection with the proposal accepted in Paragraph 1 hereof.'

4. PASSED AND APPROVED this 5th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 061

APPROPRIATING \$10,117.28 OUT OF SANITARY SEWER BOND FOND NO. 479-14, 1957 SERIES, TO BE USED FOR ENGINEERING FEES AND CONTINGENCIES IN CONNECTION WITH PROJECTS S-22 and 25.

* * * * *

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

1. The following appropriations are hereby made out of Sanitary Sewer Bond Fund No. 479-14, 1957 Series, in connection with Sanitary Sewer Projects S-22 and 25:

(a) \$8,993.28 payable to W. E. Simpson Company, Consulting Engineer;

(b) \$1,124.00 to be used for a Miscellaneous Contingency Fund;

for a total amount of \$10,117.28.

2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, Mayor

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 062

APPROVING THE LOCATION OF RIGHT OF WAY FOR THE STORM DRAINAGE PROJECT 9 and 9A; 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 locations of right of way for Storm Drainage Project 9 and 9A, extends from the right of way for Interstate Highway 35 (U.S. Highway 81 East Expressway) in a Northerly direction to Hood Street and from said Expressway right of way in a South and Southeasterly direction to the M-K-T Railroad tracks at Onslow Drive, as shown by a proposed right of way map dated October 2nd., 1958, is hereby approved.

2. The aforesaid map on file in the Office of the City Clerk is incorporated herein by reference for all purposes.

3. The outer boundaries of the approved Storm Drainage Project 9 and 9A as shown by said map are hereby and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

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

5. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, Mayor

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 063

APPROPRIATING \$2,153.73 OUT OF AIRPORT BOND AND CONSTRUCTION FUND NO. 803-03, PAYABLE TO FRANK T. DROUGHT, CONSULTING ENGINEER, FOR SERVICES IN CONNECTION WITH HIGH INTENSITY LIGHTING, SAN ANTONIO INTERNATIONAL AIRPORT F.A.A. PROJECT 9-41-080-5810.

* * * * *

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

1. The sum of \$2,153.73 is hereby appropriated out of Airport Bond and Construction Fund No. 803-03, payable to Frank T. Drought, Consulting Engineer, for services in connection with High Intensity Lighting, San Antonio International Airport F.A.A. Project 9-41-080-5810.

2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

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AN ORDINANCE 28, 064 ✓

GRANTING PERMISSION TO MORRIS H. KALIFF AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

* * * * *

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

- 1. That the petition of Morris H. Kaliff, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;
- 2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
- 3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.
- 4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 822 Eventide STREET, LOT 12

Block 10 - C.B. 5848 A Terrill Hills, Texas

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

- 5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
- 6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.
- 7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the Licensee and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control

and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

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

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

PASSED AND APPROVED THIS 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 065 ✓

GRANTING PERMISSION TO HEATH RENFRO AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

* * * * *

Same as Ordinance 28, 064 except for paragraph 4, which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 1329 Wiltshire STREET, LOT 9 except W26.33'
BLOCK 10, C.B. 5848-A Morningside Hghts., Unit #4, Terrell Hills, Texas

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

PASSED AND APPROVED THIS 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 066 ✓

APPROPRIATING \$41.95 AS FINAL SETTLEMENT IN THE ~~CONDEMNATION CAUSE,~~ CITY OF SAN ANTONIO VS. CHARLES COLLAR, ET AL.

* * * * *

WHEREAS it now appears that an heir to the condemnees Charles and Anita Collar was not properly served; and,

WHEREAS the said heir is at this time threatening to file suit contesting the jurisdiction of the County Court at Law over him in this matter; and,

WHEREAS the said heir has agreed through his attorney Mr. Solomon Casseb, to accept his portion of the award made in the aforementioned cause and thereby accept the jurisdiction of the Court if the City will pay the delinquent taxes on the condemned property; NOW, THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO: 9

1. The sum of \$41.95 is hereby appropriated out of Street Improvement Bond, Series, 1957, Fund #479-10, to be made payable to the City of San Antonio Tax Office,

San Antonio, Texas, to pay all of the delinquent taxes on Lot 13, Block 56, NCB 7947 and to be the consideration for full settlement in the Condemnation Cause, City of San Antonio vs. Charles Collar, Et Al, Cause No. 51,498 in the County Court at Law #3, Bexar County, Texas.

2. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 067

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT AND FOR WIDENING OF NEBRASKA STREET BY CONDEMNATION PROCEEDINGS.

* * * * *

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

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

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas.the sum of - \$ 1.00

for Court costs on Parcel #2562, City vs. Henry A. Schnabel, et al, cause No. 1139.

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas.the sum of - \$ 6.25

for Court costs on Parcel #2543, City vs. Oscar Anderson, cause No. 1183.

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas.the sum of - \$ 6.00

for Court costs on Parcel #2542, City vs. D. U. Howard, cause No. 1195.

NELSON CORY, JR., S. R. A.
717 Ridgemont
San Antonio, Texas.the sum of - \$ 75.00

for appraisal and testimony in Court on Parcel #2553.

NELSON CORY, JR., S. R. A.
717 Ridgemont
San Antonio, Texas.the sum of - \$125.00

for appraisal and testimony in Court on Parcels Nos. 2539, 2540, 2541 and 2542.

NELSON CORY, JR., S. R. A.
717 Ridgemont
San Antonio, Texas.the sum of - \$ 62.50

for appraisal and testimony in Court on Parcel #2543.

STERLING C. BURKE
120 Gillespie
San Antonio, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on Parcel No. 2553, City vs. Roman Wenzel, et ux.

VIRGIL POPE
Transit Tower
San Antonio 5, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2553, City vs. Roman Wenzel, et ux.

ROBERT B. O'CONNOR
National Bank of Commerce Bldg.
San Antonio 5, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2553, City vs. Roman Wenzel, et ux.

C. RAY DAVIS, M. A. I.
725 W. Kings Highway
San Antonio 1, Texas.the sum of - \$400.00

for appraisal service - Parcel No. 2581.

J. H. LAMM
Travis Building
San Antonio 5, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2552.

L. J. GITTINGER, JR., Attorney at Law
425 East Pecan
San Antonio 5, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2552.

H. O. BORGFELD
2611 Friar Tuck
San Antonio, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2552.

TIPPET & MOORE, Court Reporter
Bexar County Court House
San Antonio 5, Texas.the sum of - \$ 60.00

for services in reporting case in Probate - City vs.
Alfrase Simmang, Cause No. 1086, Parcel #2581.

ALBERT PETERS AERIAL MAPPING SERVICE
98th. & Cadmus
Stinson Field
San Antonio, Texas.the sum of - \$ 62.80

for one copy of Mosaic of International Airport and
vicinity (Parcel No. 2567).

WILLIS A. PORTER
814 West Hildebrand
San Antonio, Texas.the sum of - \$375.00

for appraisal of Parcel No. 2581.

THOMAS S. GARRETT, SR.
8746 Crownhill Road
San Antonio, Texas.the sum of - \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2539, Parcel No. 2540 and Parcel No. 2541.

J. H. LAMM
Travis Building
San Antonio 5, Texas.the sum of \$ 75.00

for services as Special Condemnation Commissioner on
Parcel No. 2539, Parcel No. 2540 and Parcel No. 2541.

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

for services as Special Condemnation Commissioner on
Parcel No. 2539, Parcel No. 2540 and Parcel No. 2541.

COMMERCIAL ABSTRACT & TITLE CO.
300 Gunter Building
San Antonio 5, Texas.the sum of \$ 15.00

for preliminary Title Report, Parcel No. 2543, transferred for condemnation.

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

GUARDIAN ABSTRACT AND TITLE CO.
815-23 Brady Building
San Antonio 5, Texas.the sum of \$ 15.00

for Preliminary Title Report, transferred for condemnation, Parcel No. 3010.

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas.the sum of \$ 5.50

for Court Costs on Parcel No. 3011, City vs. Salena Galloway Clerk, et al, Cause #1187.

3. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE NO. 28, 068

ACCEPTING THE HIGH BID OF \$16,300.00 ON THE CITY OWNED REAL PROPERTY AT 520 W. ELMIRA STREET.

* * * * *

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

1. The bid by Mr. Eloy Centeno of \$16,300.00 on the City owned real property at 520 W. Elmira Street, more particularly described as follows:

BEGINNING at the Northeast corner of Lot A-3, NCB 781, said corner also being the Northwest corner of Lot 1, NCB 778;

THENCE in a Southeasterly direction along the East Line of Lot A-3, a distance of 105.98 feet to a point;

THENCE in a Southwesterly direction with a deflection angle of 91° 08' to the right, a distance of 169.69 feet to a point on the West line of Lot A-2;

THENCE in a Northwesterly direction along the West line of Lot A-2, with a deflection angle of 88° 08' to the right, a distance of 106.00 feet to a point on the North line of Lot A-2 and the South line of Elmira Street;

THENCE with a deflection angle of 91° 52' to the right, along the South line of Elmira Street, a distance of 170.40 feet to the place of Beginning, and containing 0.414 acres of land, more or less;

is hereby accepted, and the City Manager is authorized to convey this property to Mr. Centeno by Special Warranty Deed.

2. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 069

APPROPRIATING CERTAIN SUMS OF MONEY IN CONNECTION WITH 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 Street Right-of-Way Purchase Bonds, Loop 13, Skyway to Nacogdoches, 521-4-15, Fund 479-12, payable to the Stewart Title Company as escrow agent for Holiday Hill of America, Inc., of 1007 N. E. Military Drive;

a. The sum of \$4,888.00 for fee title to a tract of land consisting of 0.172 of an acre, more or less in NCB 12572, same being out of and a part of Lot 2, Block 2, Town and Country Estates, Unit 1, in the City of San Antonio, Bexar County, Texas. This parcel is being acquired for enlargement of Loop 13, Skyway to Nacogdoches. Title to the said parcel is to be acquired in the name of the State of Texas. Parcel No. 40-3766.

The sum of \$6,436.00, for fee title to a tract of land consisting of 0.226 of an acre, more or less, in NCB 12572, same being out of and a part of Lot 1, Block 2, Town and Country Estates, Unit 1, in the City of San Antonio, Bexar County, Texas. This parcel is being acquired for the enlargement of Loop 13, Skyway to Nacogdoches. Title to the said parcel is to be acquired in the name of the State of Texas. Parcel No. 31-3757.

2. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

AN ORDINANCE 28, 070

ABANDONING A CERTAIN SANITARY SEWER EASEMENT IN LOT 7, NCB 6144, AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM SAME TO B. C. KARCHER IN EXCHANGE FOR A MORE CLEARLY DEFINED SANITARY SEWER EASEMENT IN THE SAME CITY BLOCK.

* * * * *

WHEREAS Mr. B. C. Karcher has requested that he be allowed to relocate, at his expense, the sanitary sewer existing in Lot 7, NCB 6144, so that he may fully utilize said lot as a building site; and,

WHEREAS Mr. B. C. Karcher has agreed to furnish the City with a 10 foot easement for the new location of the sewer and has agreed to place the new sewer therein in conformity with specifications furnished by the City Sewer Engineer; and,

WHEREAS the City will benefit by having a more clearly defined and wider sewer easement at this location; and,

WHEREAS the City Sewer Engineer has full knowledge of the plan to relocate the sewer and recommends that such relocation be allowed, and that the old sanitary sewer easement be quitclaimed by the City and the new easements be accepted; NOW, THEREFORE:

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

1. The existing 6' sanitary sewer easement in Lot 7, NCB 6144, is hereby abandoned, and the City Manager is authorized to quitclaim the said sanitary sewer easement, more fully described in the accompanying Quitclaim Deed which is incorporated herein by reference, to B. C. Karcher in exchange for another sanitary sewer easement more fully described in the accompanying easement, which is incorporated herein by reference.

2. PASSED AND APPROVED this 12th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

AN ORDINANCE 28, 071

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR LOOP 13 AND FOR STORM DRAINAGE.

* * * * *

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

1. The following sums are hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund #479-12, in payment for statements attached hereto:

STEWART TITLE COMPANY
Brady Building
San Antonio, Texas.the sum of- \$ 3.05
for recording fee on Parcel No. 2-3731.

STEWART TITLE COMPANY
Brady Building
San Antonio, Texas.the sum of- \$ 9.95
for recording fee and special drafting fee on
Parcel No. 26-3753.

2. The following sums are hereby appropriated out of Storm Sewer And Drainage Bonds, Series 1957, Fund #479-13, in payment for statements attached hereto:

STEWART TITLE COMPANY
Brady Building
San Antonio, Texas.the sum of- \$56.70
for title company charges on Parcel No. 3576.
STEWART TITLE COMPANY
Brady Building
San Antonio, Texas.the sum of- \$57.00
for title company charges on Parcel 3576-A.

3. PASSED AND APPROVED this 12th day of November, A.D., 1959.
J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 072

MAKING CERTAIN CHANGES IN POSITIONS AND SALARIES IN THE MUNICIPAL CLASSIFIED SERVICE.

* * * * *

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

1. The following position is hereby created in the Municipal Classified Service.

Table with 2 columns: Position, Salary Range. Row 1: Street Sweeper Operator, \$1.20, \$1.25, \$1.30 and \$1.35 per hour

2. The following position in the Municipal Classified Service is abolished:

Table with 2 columns: Position, Range. Row 1: Ballistics Man Trainee, 10(230-290)

3. The following change is made in the salary range of the position of Traffic Investigator:

From Range 14(270-345) To Range 17(300-390)

4. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 073

PROVIDING THAT THE LICENSE AND DUES INSPECTORS OF THE CITY TAX OFFICE SHALL HAVE THE POWER TO SEAL COIN-OPERATED MACHINES ON WHICH THE CITY OCCUPATION TAX HAS NOT BEEN PAID, AND PROVIDING A FEE FOR THE RELEASE OF SUCH SEALED MACHINES.

* * * * *

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

1. Chapter 34 of the City Code is hereby amended by adding a new section thereto which shall read as follows:

Section 34-22a. Sealing of machines

The License and Dues Inspector of the City Tax Office are authorized to and shall have the power to seal any coin-operated machine on which the city occupation tax has not been paid. The License and Dues Inspectors are authorized to release any machines so sealed upon the payment in full of all occupation taxes due and the payment of a fee of Five Dollar (\$5.00) to the Assessor-Collector of Taxes for each machine so sealed.

2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 074

AUTHORIZING CLAUDE ANIOL AND ASSOCIATES TO PLACE MUNICIPAL ADVERTISING IN CERTAIN PUBLICATIONS AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE AND AUTHORIZING THE PAYMENT OF \$1,585.00 THEREFORE.

* * * * *

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

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

December 14	LIFE EN ESPANOL (1/4 page)	\$ 295.00	
February 8	LIFE EN ESPANOL (1/4 page)	\$ 350.00	
February 22	LIFE EN ESPANOL (1/4 page)	\$ 350.00	
November 20	SALES MEETINGS EDITION, SALES MANAGEMENT (1/2 page)	\$ 295.00	
January 16	SALES MEETINGS EDITION, SALES MANAGEMENT (1/2 page)	\$ 295.00	
	TOTAL	\$1,585.00	\$1,585.00

2. Payment of the sum of \$1,585.00 out of the Civic Advertising Account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol and Associates. Said amount includes the amount specified in paragraph one hereof.

3. PASSED AND APPROVED THIS 12th day of November, 1959 A. D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 075

AMENDING THE SECOND PARAGRAPH OF SECTION 34-34 OF THE CITY CODE BY DEFINING THE TERM "PERMANENTLY AND PROMINENTLY DISPLAYED" AS USED IN CONNECTION WITH REQUIREMENT THAT ALL VEHICLES OPERATED BY PEST CONTROL OPERATORS DISPLAY CITY LICENSE NUMBER ON VEHICLES.

* * * * *

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

1. The second paragraph of Section 34-34 of the City Code is hereby amended to read as follows:

Each licensee shall have the words "San Antonio License No. _____", together with the City license number, permanently and prominently displayed on each side of each service vehicle operated by licensee. The term "permanently and prominently displayed", as used herein, shall mean lettering painted on the lower half of the two front door panels in letters and figures not less than 1 3/8" high.

2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 076

AMENDING ORDINANCE NO. 27817, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1959-1960, TO APPROPRIATE AN ADDITIONAL \$1,750.00 OUT OF #201 WILLOW SPRINGS GOLF COURSE FUND FOR THE PURPOSE OF PURCHASING MATERIALS AND CONSTRUCTING A CONCRETE PIPE TYPE BRIDGE AT SAID GOLF COURSE.

* * * * *

WHEREAS, the City adopted its annual budget for the fiscal year 1959-1960 in Ordinance No. 27817, passed and approved July 23, 1959; and

WHEREAS, an emergency has arisen with regard to the maintenance of the Willow Springs Golf Course necessitating the replacement of a wooden bridge with a concrete pipe type bridge at said Golf Course; NOW, THEREFORE,

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

1. Ordinance No. 27817, which adopted the annual budget for the City of San Antonio for the fiscal year 1959-1960, is hereby amended by the appropriation of an additional \$1,750.00 out of the unappropriated surplus of the #201 Willow Springs Golf Course Fund for the purpose of making the aforementioned improvement.

2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 077 ✓

ACCEPTING THE BID OF WATSON CUSHMAN MOTORS OF TEXAS, INC., FOR THE FURNISHING OF ELECTRIC GOLF CARTS AT WILLOW SPRINGS GOLF COURSE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SAID SERVICES.

* * * * *

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

- 1. The high bid of Watson Cushman Motors of Texas, Inc., for the electric golf cart concession at Willow Springs Golf Course is hereby accepted.
- 2. The bid is attached hereto and made a part hereof.
- 3. The City manager is authorized to execute a contract with Watson Cushman Motors of Texas, Inc., for the golf cart concession at Willow Springs Golf Course for a period of one year. The contract is attached hereto and made a part hereof.
- 4. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

(FOR TEXT OF CONTRACT SEE PAGE 588-A)

AN ORDINANCE 28, 078

ACCEPTING THE LOW BID OF HARGIS ELECTRIC COMPANY FOR MODIFICATIONS TO DIMMER CONTROL SYSTEM AT MUNICIPAL AUDITORIUM; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND AUTHORIZING PAYMENT OF \$5,500.00 OUT OF PARKS AND RECREATION BUDGET ACCOUNT NO. 11-03-06, CODE 5-12, PAYABLE TO HARGIS ELECTRIC COMPANY IN CONNECTION THEREWITH.

* * * * *

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

- 1. The low bid of Hargis Electric Company in the amount of \$5,500.00 for ~~hereby~~ "Modifications to Dimmer Control System at Municipal Auditorium" is hereby accepted. ~~No. 11-03-06, Code 5-12, in connection with the contract entered into herein.~~
- 2. The City Manager is hereby authorized to execute the standard City Construction Contract with Hargis Electric Company in connection with the work outlined in paragraph 1 hereof.
- 3. Payment of \$5,500.00 is hereby authorized to Hargis Electric Company, out of Parks and Recreation Budget Account No. 11-03-06, Code 5-12, in connection with the contract entered into herein.
- 4. PASSED AND APPROVED THIS 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AGREEMENT (For Ordinance No. 28, 077)

STATE OF TEXAS §

COUNTY OF BEXAR §

This agreement makes and manifests a contract between the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "CITY" and the Watson Cushman Motors of Texas, Inc., of Bexar County, Texas, hereinafter referred to as "LICENSEE", for the operation of a golf cart concession at Willow Springs Golf Course, in words and figures as follows:

W I T N E S S E T H:

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

2. It is agreed and understood by and between the parties hereto that a sufficient number of golf carts shall be operated to meet the demand for same. The number of carts shall be determined by the Manager of Willow Springs Golf Course.

3. The City of San Antonio shall provide:

A. Area #1 - space for approximately ten (10) carts that has been wired to provide for recharging batteries, which is a part of the club house building.

B. Area #2 - an open type pavilion approximately 1,000 square feet, plus or minus.

C. The means of collecting payment for rental of golf carts.

4. Licensee will be required to:

A. Provide metering service and pay for all electric power consumed, whether in area #1, presently wired, or for area #2 as required.

B. Perform all maintenance of areas described above, furnish additional wiring as required, modify the open pavilion to provide security at no expense to the City of San Antonio. All work to be done is subject to approval of the Manager, Willow Springs Golf Course.

5. It is further understood and agreed that the privilege granted herein is for a period of one (1) year, commencing on the 21st of November, 1959, and terminating on the 20th of November, 1960.

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

Use of machines to play 9 holes of golf.... \$3.00

Use of machines to play 18 holes of golf.... \$5.50

7. As consideration for the privileges herein granted, the City of San Antonio shall receive One Dollar and Twenty Cents (\$1.20) for each nine holes rental and Two Dollars and Twenty Cents (\$2.20) for each eighteen holes rental. The City will maintain a Golf Cart Rental Record for each day the Golf Course is open. All collections from golf cart rentals will be deposited by the Golf Course Manager with the City Tax Collector. The City will, on or before the 10th of each month remit to the Concessionaire its part of the gross collections from golf cart rentals of the previous month, this being the difference between the gross fee stipulated in Paragraph 6 above and the part thereof retained by the City as stipulated in this Paragraph. The monthly remittance by the City will be accompanied with a summary report of collections from the Willow Springs Golf Course Manager approved by the Director of Parks and Recreation. The Daily Golf Cart Rental Records will be retained on file in the Office of the Golf Course Manager and available for examination by the Concessionaire.

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

Fifty Thousand Dollars (\$50,000.00) per person
 One Hundred Thousand Dollars (\$100,000.00) per accident
 Ten Thousand Dollars (\$10,000.00) property damage

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

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

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

12. EXECUTED this 12th day of November, 1959.

CITY OF SAN ANTONIO

City Manager

ATTEST: J. Frank Gallagher

City Clerk

13. The foregoing instrument constitutes the contract between the City of San Antonio and the Watson Cushman Motors of Texas, Inc., and is accepted in all things by the undersigned.

WATSON CUSHMAN MOTORS OF TEXAS, INC.

By: _____

AN ORDINANCE 28, 079 ✓

EXTENDING FOR ONE YEAR A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE PAN AMERICAN OPTIMISTS CLUB FOR OPERATION OF A LITTLE LEAGUE BASEBALL TEAM IN ELMENDORF PARK.

* * * * *

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

- 1. The lease contract between the City of San Antonio and the Pan American Optimists Club, adopted on November 21, 1957, by Ordinance No. 25,780, and extended for a one year period from December 31, 1958, to December 31, 1959, by Ordinance No. 27,177, is extended for a one year period from December 31, 1959, to December 31, 1960.
- 2. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- - - - -

AN ORDINANCE 28, 080 ✓

ACCEPTING THE LOW BID OF WALTER E. BOWDEN FOR THE CONSTRUCTION OF THE MAINTENANCE SHOPS FOR NORTH LOOP 13 AND SOUTH ZARZAMORA AREA SERVICE CENTERS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND AUTHORIZING PAYMENT OF \$87,397.00 OUT OF ACCOUNT NO. 09-06-01 TO WALTER E. BOWDEN IN CONNECTION THEREWITH.

* * * * *

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

- 1. The low bid of Walter E. Bowden for the construction of the maintenance shops for North Loop 13 and South Zarzamora area service centers is hereby accepted.
- 2. The City Manager is hereby authorized to execute the standard City Construction Contract with Walter E. Bowden for the construction project accepted in Paragraph 1 hereof.
- 3. The contract is attached hereto and made a part hereof.
- 4. Payment to Walter E. Bowden of \$87,397.00 is authorized out of Budget Account No. 09-06-01 in connection with the contract authorized in Paragraph 2 hereof.
- 5. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- - - - -

AN ORDINANCE 28, 081

ACCEPTING THE LOW BID OF AUDIO PRODUCTS COMPANY FOR A SOUND REINFORCING SYSTEM FOR THE COUNCIL CHAMBER; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND AUTHORIZING PAYMENT OF \$1,600.00 TO AUDIO PRODUCTS COMPANY OUT OF ACCOUNT NO. 09-06-03 IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of Audio Products Company for a Sound Reinforcing System for the new Council Chamber is hereby accepted.
2. The City Manager is authorized to execute the standard City Construction Contract with Audio Products Company for the work mentioned in Paragraph 1 hereof.
3. The contract is attached hereto and made a part hereof.
4. Payment of \$1,600.00 is authorized to Audio Products Company out of Budget Account 09-06-03 in connection with the contract authorized in Paragraph 2 hereof.
5. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 082

ACCEPTING THE LOW BID OF G. H. DILLARD FOR AIR CONDITIONING ADDITIONS AND REVISIONS TO THE NEW COUNCIL CHAMBER; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND AUTHORIZING PAYMENT OF \$4,500.00 OUT OF ACCOUNT NO. 09-06-03 TO SAID G. H. DILLARD IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of G. H. Dillard for air conditioning additions and revisions to the new Council Chamber air conditioning system is hereby accepted.
2. The City Manager is authorized to execute the standard City Construction Contract with G. H. Dillard for the work mentioned in Paragraph 1 hereof.
3. The contract is attached hereto and made a part hereof.
4. Payment of \$4,500.00 to G. H. Dillard is hereby authorized out of Budget Account no. 09-06-03 in connection with the contract authorized in Paragraph 2 hereof.
5. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 083 ✓

AUTHORIZING THE PAYMENT OF \$107,483.48 FROM THE CONTINGENCY ACCOUNT (70-01-01) OF THE 1959-60 GENERAL FUND TO THE BEXAR COUNTY HOSPITAL DISTRICT; AND AUTHORIZING THE ADDITIONAL PAYMENT OF \$10,000.00 TO THE BEXAR COUNTY HOSPITAL DISTRICT FOR DELINQUENT TAXES COLLECTED DURING THE 1959-60 FISCAL YEAR.

* * * * *

WHEREAS, the City of San Antonio and Bexar County entered into an agreement in 1949 to each contribute the proceeds of a \$.10 tax levy to the San Antonio-Bexar County Hospital System during its existence; and,

WHEREAS, the San Antonio Bexar County Hospital System remained in existence until June 28, 1955, when, pursuant to Article 9, Section 4 of the Texas Constitution, and Article 4494n, V.A.T.S., the San Antonio-Bexar County Hospital System was dissolved and the Bexar County Hospital District was created; and,

WHEREAS, Article 4494n, V.A.T.S., the enabling act under which the Bexar County Hospital District was created, provided in effect that the City would pay to the Bexar County Hospital District the delinquent taxes of the \$.10 tax levied for the former Hospital System during its existence; and,

WHEREAS, the City has been ordered to pay these delinquent taxes by the Texas Supreme Court, NOW, THEREFORE,

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

1. The amount of \$107,483.48 is hereby authorized to be paid from the Contingency Account (70-01-01) of the 1959-60 General Fund to the Bexar County Hospital District.
2. The additional sum of \$10,000.00 is hereby authorized to be paid from the Contingency Account (70-01-01) of the General Fund to the Bexar County Hospital District for delinquent taxes collected on the \$.10 tax levy for the San Antonio-Bexar County Hospital System as such delinquent taxes are collected. This amount will provide for the estimated amount of said delinquent taxes to be collected during the 1959-60 fiscal year from October 1, 1959, through July 31, 1960.
3. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- - - - -
AN ORDINANCE 28, 084 ✓

DECLARING THE ALLEGED CONTRACT AND AGREEMENT DATED
NOVEMBER 10, 1949, WITH G. B. BANCRAFT AND R. F.
KELLEY TO BE VOID AND CANCELLING THE SAME.

* * * * *

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

1. The alleged contract and agreement dated November 10, 1949, between the City and G. B. Bancroft and R. F. Kelley, purporting to grant and sell, subject to rights previously granted, all of the clear treated water from all sewerage disposal plants of the City for a period of 25 years, with the right of the alleged purchasers to extend the same for an additional 25 years, is hereby declared to be void and of no force and effect.
2. On account of the failure of the alleged purchasers under said contract to perform the same by making property payments thereunder and investments in property required thereby, and because of other breaches thereof, the City of San Antonio hereby elects to cancel said contract and agreement and to treat the same of no further force and effect.
3. The City Manager and the City Attorney of the City of San Antonio are hereby authorized to take all proper action with reference to the matters covered by Sections 1 and 2 hereof, and to defend any suits brought on account thereof and to bring any suits or cross-actions which they may deem proper in connection therewith.
4. The action of the City Manager in refusing to accept the check tendered as the payment due November 10, 1959, under the terms of such purported contract is hereby ratified, confirmed and approved.
5. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION ✓

DIRECTING THAT ALL NECESSARY ACTION BE TAKEN TO
COLLECT DELINQUENT REAL ESTATE TAXES.

* * *

WHEREAS, the records of the City Tax Office indicate that, year after year, 10% or more of the owners of real property subject to ad valorem taxation fail to pay the taxes assessed against their property; and

WHEREAS, this means that the whole burden of municipal government must be borne by only 90% of the persons owning taxable real estate; and

WHEREAS, such a situation is unfair to those who pay their taxes promptly;
NOW, THEREFORE,

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

1. The City Manager is hereby directed to have the administrative staff take all necessary action, including the institution of suits where required, to collect delinquent real property taxes due the City of San Antonio.
2. The City Attorney is hereby authorized to institute all legal proceedings necessary to achieve the collection of such delinquent taxes.
3. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION ✓

CHANGING THE DATE OF THE MEETING OF THE CITY COUNCIL
REGULARLY SCHEDULED FOR NOVEMBER 26, 1959 TO NOVEMBER
25, 1959

* * * *

WHEREAS, the City Council holds its regularly scheduled meeting on Thursday of each week; and

WHEREAS, Thursday November 26, 1959 is Thanksgiving Day and a legal holiday;
NOW, THEREFORE:

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

1. That the meeting of the City Council regularly scheduled for Thursday, November 26, 1959 be and is hereby changed and shall be held on Wednesday, November 25, 1959 at 8:30 a.m.
2. That this change in the date of meeting of the City Council shall apply only to that meeting regularly scheduled for Thursday, November 26, 1959.
3. PASSED AND APPROVED this 12th day of November, A.D. 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 085

CONSENTING TO THE ASSIGNMENT BY EDWIN T. REILLY, DBA
E. T. REILLY GRAVEL COMPANY, TO THE UNION STATE BANK
OF SAN ANTONIO OF PROCEEDS DUE OR TO BECOME DUE, IF
ANY, UNDER THAT CONTRACT AUTHORIZED BY ORDINANCE NO.
27741.

* * *

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

1. Consent is hereby given to the assignment by Edwin T. Reilly, dba E. T. Reilly Gravel Company, of proceeds due or to become due, if any, to said E. T. Reilly Gravel Company under the terms of a contract authorized by Ordinance No. 27741, passed and approved May 15, 1959, to the Union State Bank of San Antonio, Texas.
2. The request for said assignment by E. T. Reilly is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 12th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE # 28086

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

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

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

(Case No. 1157)

The re-zoning and reclassification of property from
"B" Residence to "F" Local Retail District as follows:

Lot 100 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 19th day of November, A. D., 1959.

MIKE PASSUR
M A Y O R PRO TEM

ATTEST:
J. FRANK GALLAGHER
City Clerk

AN ORDINANCE # 28087

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHANSIVE 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:

AN ORDINANCE #28089

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

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

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

(Case No. 1200)

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

Lot 11, Block 4, NCB 11956

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty of 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 19th day of November, A. D., 1959.

MIKE PASSUR
M A Y O R P R O T E M

ATTEST:
/s/ J. FRANK GALLAGHER
City Clerk

AN ORDINANCE # 28090

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF 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. 1201)

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

Lot 8, Block 1, NCB 13031

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

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

4. PASSED AND APPROVED THIS 19th day of November, A. D., 1959.

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

MIKE PASSUR
M A Y O R P R O T E M

AN ORDINANCE # 28091

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

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

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

(Case # 1202)

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

Lot 19, NCB 11874

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty of 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 19th day of November, A. D., 1959.

MIKE PASSUR
M A Y O R Pro Tem

ATTEST:
J. FRANK GALLAGHER
City Clerk

AN ORDINANCE #28092

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

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

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

(Case No. 1209)

The re-zoning and reclassification of property from "A" Residence District to "JJ" COMMERCIAL DISTRICT as follows:

Lot 18 NCB 11874

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 19th day of November, A. D., 1959.

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

MIKE PASSUR
M A Y O R PRO TEM

AN ORDINANCE #28093

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. 1213

The rezoning and reclassification of property from "A" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT as follows:

Lot 1, Blk. 12, NCB 13209

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty of 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 19th day of November, A. D., 1959.

MIKE PASSUR
M A Y O R P R O T E M

ATTEST:
J. FRANK GALLAGHER
City Clerk

A RESOLUTION

EXTENDING THE TIME FOR OPENING BIDS FOR OFFICE BUILDING AND ADDITIONS AND REVISIONS TO EXISTING BUILDINGS TO PROVIDE CHANGEHOUSE FACILITIES FOR THE NORTH LOOP 13 SERVICE CENTER AND SOUTH ZARZAMORA STREET SERVICE CENTER FOR THE CITY OF SAN ANTONIO.

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

1. Paragraph 4 of the Resolution authorizing the City Clerk to advertise for bids for office buildings and additions and revisions to existing buildings to provide change house facilities for the North Loop 13 Service Center and South Zarzamora Street Service Center for the City of San Antonio, is hereby amended to extend the time for bid opening as follows:

(4) Bids will be received in the Office of the City Clerk until 2:00 P. M., Wednesday, December 2, 1959, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

2. All other provisions of the above mentioned Resolution, passed and approved October 29, 1959, are to remain in full force and effect.

3. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PROTEM

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

A RESOLUTION ✓

AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS FOR THE ACQUISITION OF TITLE TO A CERTAIN 30-ACRE TRACT OF LAND WHICH IS LOCATED AT THE SOUTH WEST CORNER OF SOUTH ZARZAMORA AND CULBERSON AVENUE AND WHICH PROPERTY HAS BEEN DECLARED SURPLUS BY THE GENERAL SERVICES ADMINISTRATION TO THE NEEDS OF THE UNITED STATES GOVERNMENT.

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

1. The City Manager is authorized to apply to and negotiate with the United States of America for the transfer to the City of San Antonio of a certain 30-acre tract of land which is located at the southwest corner of South Zarzamora and Culberson Avenue, and which property has been declared surplus by the General Services Administration to the needs of the United States Government.

2. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PROTEM

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

A RESOLUTION ✓

AUTHORIZING THE WATERWORKS BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO, ON BEHALF OF THE CITY OF SAN ANTONIO TO FILE AN APPLICATION WITH THE STATE BOARD OF WATER ENGINEERS FOR AN APPROPRIATION OF UNAPPROPRIATED WATERS OUT OF THE GUADALUPE RIVER AND SANDIES CREEK.

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

1. That the Waterworks Board of Trustees of the City of San Antonio is hereby authorized to file in behalf of the City of San Antonio, Texas, an application for permit to appropriate and divert unappropriated waters out of the Guadalupe River and Sandies Creek in the amount of 280,250 acre feet per annum for municipal use in accordance with studies and plans made under the authority of presentation No. 1401 dated November 26, 1957, and extension thereto granted by the State Board of Water Engineers.

2. PASSED AND APPROVED this 19th day of November, A. D., 1959.

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

AN ORDINANCE # 28094

ACCEPTING THE ATTACHED QUALIFIED BID OF INTERNATIONAL BUSINESS MACHINE CORPORATION TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN TAX STATEMENT FORMS FOR A TOTAL OF \$1,904.80.

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

1. The attached low qualified bid of International Business Machine Corporation, dated November 17, 1959, to furnish the City of San Antonio, Finance Department, Tax Assessor and Collection Division with certain tax statements (Personal and Real) for a total of \$1,904.80 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Finance, Account No. -6-03-02.

3. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
City Clerk

AN ORDINANCE # 28095 ✓

RE-APPOINTING JOHN ESQUIVEL A MEMBER OF THE TRANSIT BOARD OF TRUSTEES AND APPOINTING ALFRED G. VAZQUEZ A MEMBER OF WATER WORKS BOARD OF TRUSTEES.

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

- ✓ 1. John Esquivel is hereby re-appointed a member of the Transit Board of Trustees for an eight (8) year term beginning January 1, 1960.
- ✓ 2. Alfred G. Vazquez is hereby appointed a member of the Water Works Board of Trustees for an eight (8) year term beginning January 1, 1960, to fill the vacancy created by the expiration of the term of A. C. Anderson
3. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
City Clerk

AN ORDINANCE #28096 ✓

TEMPORARILY ESTABLISHING BUS LANES WITHIN SPECIFIED AREAS ON TRAVIS, HOUSTON AND COMMERCE STREETS DURING THE PERIOD FROM NOVEMBER 30, 1959, THROUGH DECEMBER 31, 1959.

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

1. Bus lanes are hereby temporarily established on the hereinafter streets in the following manner during the period from November 30, 1959 through December 31, 1959, to-wit:

a. Except for City busses, parking, stopping or standing of vehicles is prohibited in the curb lane on the north side of Travis Street from Laredo Street to Alamo Street at any time.

b. Except for City busses, the following acts are prohibited in the curb lane on the south side of Houston Street from Laredo Street to Alamo Street, to-wit:

- (1) Parking
- (2) Stopping and Standing
- (3) Right turns from 9:00 A. M. to 6:00 P. M. from:
 - (a) Houston Street to Main Avenue
 - (b) Houston Street to St. Mary's Street
 - (c) Houston Street to Presa Street
 - (d) Houston Street to Losya Street

c. Except for City busses, the following acts are prohibited in the curb lane on the north side of Commerce Street from Laredo Street to Alamo Street, to-wit:

- (1) Parking
- (2) Stopping and Standing
- (3) Right turns from 9:00 A. M. to 6:00 P. M. from Commerce Street to Soledad Street.

2. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
City Clerk

AN ORDINANCE #28097

✓ PROVIDING THAT DURING THE PERIOD FROM NOVEMBER 30, 1959 THROUGH DECEMBER 31, 1959, THAT PARKING IS TEMPORARILY PROHIBITED WITHIN A SPECIFIED DOWNTOWN AREA AND THAT TRUCK DELIVERIES WITHIN SAID AREA ARE TEMPORARILY PROHIBITED EXCEPT DURING THE HOURS FROM 6:00 O'CLOCK P. M. TO 10:00 O'CLOCK A. M.

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

1. Parking is hereby temporarily prohibited at all times on all streets within an area bounded by Travis Street, Flores Street, Commerce Street, Alamo Street, Blum Street, Alamo Plaza, Avenue E and Alamo Street, and on those blocks of said boundary streets from November 30, 1959, through December 31, 1959.
2. Truck deliveries on all streets within the area described in Paragraph 1 are hereby prohibited from November 30, 1959 through December 31, 1959, except during the hours from 6:00 o'clock P. M. to 10:00 o'clock A. M.
3. PASSED AND APPROVED this 19th day of November, 1959

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

AN ORDINANCE #28098

✓ DESIGNATING MARTIN STREET FROM GENERAL MCMULLEN DRIVE TO TAYLOR STREET; DESIGNATING THIRD STREET FROM TAYLOR STREET TO BROADWAY TO BE USED FOR TWO WAY TRAFFIC AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

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

1. That Martin Street, beginning at General McMullen Drive and extending East to Taylor Street is hereby designated to be used for two way traffic.
2. That portion of Third Street extending East from Taylor Street to Broadway is hereby designated to be used for two-way traffic.
3. All Ordinances or portions thereof that may be in conflict herewith are hereby repealed.
4. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PRO TEM

ATTEST:
J. FRANK GALLAGHER
City Clerk

A RESOLUTION

✓ REQUESTING ALL CITY AGENCIES AND PUBLIC UTILITIES TO REFRAIN FROM PERFORMING ANY CONSTRUCTION WORK ON ANY STREETS WITHIN THE AREA BOUNDED BY TRAVIS STREET, FLORES STREET, COMMERCE STREET, ALAMO STREET, BLUM STREET, ALAMO PLAZA, AVENUE E AND ALAMO STREET, AND ON THOSE BLOCKS OF SAID BOUNDARY STREETS, EXCEPT IN AN EMERGENCY DURING THE PERIOD FROM NOVEMBER 30, 1959, THROUGH DECEMBER 31, 1959.

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

1. It is hereby requested that all City agencies and public utilities refrain from performing any construction work on any streets within the area bounded by Travis Street, Flores Street, Commerce Street, Alamo Street, Blum Street, Alamo Plaza, Avenue E and Alamo Street and on those blocks of said boundary streets, except in an emergency during the period from November 30, 1959, through December 31, 1959.
2. PASSED AND APPROVED this 19th day of November, 1959.

MIKE PASSUR
MAYOR PROTEM

ATTEST:
J. FRANK GALLAGHER
CITY CLERK

AN ORDINANCE 28, 099

✓ REPEALING ORDINANCE NUMBERS 28096, 28097 AND 28098,
PASSED AND APPROVED BY THE CITY COUNCIL ON NOVEMBER
19, 1959.

* * * * *

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

- 1. Ordinance Numbers 28096, 28097 and 28098, passed and approved by the City Council on November 19, 1959, are hereby repealed.
- 2. 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 (6) members of the City Council, it shall become effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.
- 3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 100

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MAIL-WELL
ENVELOPE COMPANY TO FURNISH THE CITY OF SAN ANTONIO
WITH CERTAIN PRINTED ENVELOPES FOR A TOTAL OF \$1,165.00

* * * * *

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

- 1. The attached low qualified bid of Mail-Well Envelope Company, dated November 20, 1959, to furnish the City of San Antonio with certain printed envelopes for a total of \$1,165.00 is hereby accepted.
- 2. Payment to be made from Working Capital 6-01, Account Code No. 6-01.
- 3. ALL other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 101

ACCEPTING THE ATTACHED LOW AND QUALIFIED BID OF MINE
SAFETY APPLIANCES COMPANY TO FURNISH THE CITY OF SAN
ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN SAFETY
EQUIPMENT FOR A TOTAL OF \$3,357.00.

* * * * *

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

- 1. The attached low qualified bid of Mine Safety Appliances Company, dated November 19, 1959, to furnish the City of San Antonio Department of Public Works with certain safety equipment for a total of \$3,357.00, less 2%-30 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-03.
- 3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- - - - -

AN ORDINANCE 28, 102

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH ONE TRACTOR FOR A TOTAL OF \$2,212.00.

* * * * *

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

1. The attached low qualified bid of the Torgerson Company, dated November 17, 1959, to furnish the City of San Antonio, Department of Parks and Recreation (Willow Springs Golf Course) with one Ford tractor, Model #611 for a total of \$2,212, net, is hereby accepted.
2. Payment to be made from Fund 2-01, Account No. 30-01-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 103

ACCEPTING THE BID OF HOWARD STICH IN THE AMOUNT OF \$31,573.75 FOR THE RELOCATION OF SANITARY SEWER LINES ON INTERSTATE HIGHWAY 35, FROM ARTESIA TO FRATT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$31,573.75 OUT OF NO. 479-14; SANITARY SEWER IMPROVEMENT BOND FUND, SERIES 1957, PAYABLE TO HOWARD STICH FOR THE WORK OF SAID CONTRACT.

* * * * *

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

1. The bid of Howard Stich in the amount of \$31,573.75 for the relocation of sanitary sewer lines on Interstate Highway 35, from Artesia to Fratt is hereby accepted.
2. The City Manager is authorized to execute the standard City construction contract with Howard Stich for the project outlined in paragraph 1 above.
3. The sum of \$31,573.75 is appropriated out of Sanitary Sewer Improvement Bond Fund, Series 1957, payable to Howard Stich in connection with the work of the contract authorized in paragraph 2 hereof.
4. Upon reimbursement by the State of Texas of the cost of this project, said amount of reimbursement shall be deposited to the credit of Fund No. 479-14, Sanitary Sewer Improvement Bond Fund, 1957 Series.
5. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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A RESOLUTION

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS ON PROPERTY OWNER PARTICIPATION PAVING PROJECT NO. 32 - FORMOSA BOULEVARD FROM PLEASANTON ROAD TO GARNETT STREET.

* * *

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

1. The City Clerk is hereby authorized and directed to advertise for bids, addressed to the City Clerk, City Hall, San Antonio, Texas, on Property Owner Participation Paving Project No. 32, which consists of paving Formosa Boulevard from

Pleasanton Road to Garnett Street, all in accordance with the plans and specifications on file in the office of Mr. V. P. Newman, Engineering Division Head, Fourth Floor, City Hall.

2. The bids shall be submitted in duplicate, the envelope containing any bid to be endorsed: "Bid on Property Owner Participation Paving Project No. 32." A twenty-five dollar (\$25.00) deposit will be required from any bidder on the plans and specifications.

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

4. Bids will be received in the Office of the City Clerk until 2:00 P.M., Tuesday, December 15, 1959, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

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

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

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

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

9. Advertisement of the terms hereof shall be made by publication on two separate days, once a week for two consecutive weeks, prior to December 15, 1959, the date of the first publication to be at least fourteen days prior to that date.

10. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 104 ✓

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS OF THE PETITION OF MR. AND MRS. JACK
BERRY.

* * * * *

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

1. That the petition of Mr. and Mrs. Jack Berry, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 601 Arcadia Road
BLOCK 9 County Block 4054

STREET, LOT 27
CITY OF TERRELL HILLS, TEXAS"

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

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay 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 25th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

The foregoing permit and the conditions are accepted.

Jack Berry
Mrs. Jack Berry

AN ORDINANCE 28, 105 ✓

AMENDING SECTION 60-47.11 (A) OF THE CITY CODE, ENTITLED "MAXIMUM SPEED LIMITS OTHER THAN THIRTY MILES PER HOUR", AS AMENDED BY ADDING THERETO THAT PORTION OF BROADWAY BETWEEN N.E. MILITARY DRIVE AND BITTERS ROAD.

* * * * *

WHEREAS, after a traffic and engineering study and investigation by the Traffic Engineer, the existing Thirty (30) miles per hour speed limit on Broadway between N.E. Military Drive and Bitters Road has been found too slow; NOW, THEREFORE,

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

1. Section 60-47.11 (A) of the City Code, as amended, is hereby amended by designating and adding thereto the following street and providing reasonable, safe and prudent speed limits other than thirty (30) miles per hour:

<u>Street</u>	<u>Extent</u>	<u>Maximum Speed</u>
Broadway	N.E. Military Drive to Bitters Road	40 M.P.H.

2. This ordinance is subject to the maximum speed limits in various school zones as provided by ordinance and said school zone speed limits shall be effective during the times so specified by ordinance but the provisions of this ordinance shall be effective at all other times.

3. All other provisions of Section 60-47 are to remain in full force and effect.

4. All ordinances in conflict herewith are hereby superseded.

5. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 106 ✓

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

* * * * *

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

1. The name "Clint Lane" is hereby assigned to a street which extends north from West Harding Boulevard, between Lots 9 and 10, NCB 9483, and Northwest across Lots 10 and 11 and Tract A, N.C.B. 10486, to Briar Place.

2. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 107

ACCEPTING THE LOW BID OF GEORGE O. BRAENDLE & F. G. SCHMID FOR THE PLUGGING OF WATER WELLS AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$8,300.00 OUT OF AIRPORT BOND AND CONSTRUCTION FUND NO. 803-03, PROJECT NO. 9-41-080-5810, PAYABLE TO GEORGE O. BRAENDLE & F. G. SCHMID IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of George O. Braendle, & F. G. Schmid in the amount of \$8,300.00, for the plugging of water wells at San Antonio International Airport in connection with Project No. 9-41-080-5810 is hereby accepted.

2. The City Manager is hereby authorized to enter into the standard City construction contract with George O. Braendle & F. G. Schmid for the project mentioned in Paragraph 1 above.

3. The sum of \$8,300.00 is hereby appropriated out of Airport Bond and Construction Fund No. 803-03, Project No. 9-41-080-5810, payable to George O. Braendle, for the work of the contract authorized in Paragraph 2 hereof. (and F. G. Schmid)

4. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 108 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE BETWEEN THE CITY AND HUMBLE OIL AND REFINING COMPANY FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, the City entered into a lease agreement with Humble Oil and Refining Company for the lease of certain premises at International Airport; and

WHEREAS, the lessee now desires to amend said lease to permit said lessee to assign the lease agreement to a corporation with which it merges; and

WHEREAS, said amendment has been approved and recommended by the Director of Aviation; NOW, THEREFORE,

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

1. The City Manager is hereby authorized to execute an amendment to the existing lease agreement between the City and Humble Oil and Refining Company for the lease of certain premises at International Airport.

2. The amendment is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AMENDMENT TO LEASE

THE STATE OF TEXAS §
COUNTY OF BEXAR §

WHEREAS, under date of July 24, 1959, the undersigned, City of San Antonio, a municipal corporation, as "Lessor," and Humble Oil & Refining Company, a Texas corporation with its principal office and place of business in Houston, Harris County, Texas, as "Lessee," executed and mutually delivered that certain lease for petroleum products storage purposes covering certain property in the City of San Antonio, Bexar County, Texas, described as follows:

The location of description of the leased premises are as set forth in Exhibit 1, which is attached to said contract and made a part thereof for all purposes;

WHEREAS, the said lease was by instrument dated July 23, 1959, amended in certain respects; and, according to all of its terms and provisions; and,

WHEREAS, it is the mutual desire of the parties hereto to further amend the said lease, such amendment to operate retroactively to the date of execution of said lease.

NOW, THEREFORE, in consideration of the mutual benefits to result from the execution hereof and of the rents to be paid under the above mentioned lease, the said parties covenant and agree that said lease shall be and it is hereby amended by the addition of the following language to Article 7. G:

"Notwithstanding the foregoing, Lessee may assign this contract and all of Lessee's rights, duties and obligations hereunder to a corporation with which Lessee merges or to which Lessee sells, transfers, assigns, and conveys all or substantially all of its properties and assets."

It is understood and agreed that the above mentioned lease is valid and subsisting, and that the same is hereby ratified and confirmed as previously amended and as amended hereby, and that this amendment shall be retroactive to the original date of execution of said lease, and the rights and obligations to the parties hereto shall be the same as if the said lease had originally been executed as amended hereby.

IN TESTIMONY WHEREOF witness our hands in duplicate originals this 25th day of November, 1959.

CITY OF SAN ANTONIO

By: /s/ B. J. Shelley
Assistant City Manager, LESSOR

ATTEST: J. Frank Gallagher
City Clerk

HUMBLE OIL AND REFINING COMPANY

By: N. N. Venn
LESSEE

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AN ORDINANCE 28, 109 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH LEONARD CICERO DBA ALAMO ACCESSORIES & SUPPLY CO. AND WITH V. A. BLEVINS DBA TEXAS AVIATION SUPPLY CO. FOR THE LEASE OF CERTAIN PREMISES AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is hereby authorized to execute the following agreements for the lease of certain premises at San Antonio International Airport;
 - ✓ a) a 20-year lease with Leonard Cicero dba Alamo Accessories & Supply Co.;
 - ✓ b) a 20-year lease with V. A. Blevins dba Texas Aviation Supply Co.
2. The lease agreements are attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

THIS Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and LEONARD CICERO, doing business as ALAMO ACCESSORIES & SUPPLY CO., (hereinafter called "Lessee", with its principal office and place of business at San Antonio, Texas:

W I T N E S S E T H:

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

From a railroad spike at the international of the centerlines of South Terminal Drive and East Terminal Drive, proceed with the centerline of East Terminal Drive N 3° 10' W, 160.0 feet to a point; thence S 86° 50' W, 25.0 feet to the point of beginning for the leased premises;

THENCE 86° 50' W, 100.0 feet to the SW corner;

THENCE N 3° 10' W, 100.0 feet to the NW corner;

THENCE N 86° 50' E, 100.0 feet to the NE corner;

THENCE S 3° 10' E, 150.0 feet to the SE corner and point of beginning, the whole containing 15,000 square feet.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for a term of 20 years, commencing on the 1st day of December, 1959.
3. For the lease plot shown on Exhibit 1 and containing 15,000 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.
4. The rental above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning with the first day of December, 1959.
5. For the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities,

both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

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

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 157.2, being for figures prior to and including May, 1959; the similar average for indices for Wholesale Prices - All Commodities is 119.4, being for figures prior to and including June, 1959; the common average for the two averages above is 138.3. All calculations to determine increases or decrease shall use this common average as their base.

6. The Lessee or its sub-lessees shall pay each year to the Lessor as an additional annual rental, the following percentage of all applicable gross receipts from all commercial operations conducted on, in or from the demised premises.

1% of the first \$200,000 of each year's applicable gross receipts;
 3/4 % of the second \$200,000 of each year's applicable gross receipts;
 1/2 % of the third \$200,000 of each year's applicable gross receipts;
 1/4% of the fourth \$200,000 of each year's applicable gross receipts;
 1/10% on the excess over \$800,000 of each year's applicable gross receipts;

The term "applicable gross receipts" as used herein shall be construed to mean, for all purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is the greater, excluding only wholesale sales of aircraft parts, accessories and supplies. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or for sale by the Lessee shall be considered as part of the applicable gross receipts hereunder. Wholesale sales shall be restricted and limited to sales of aircraft, goods, parts, accessories or supplies sold to others for resale only and not for the purchaser's own use. The selling price of any aircraft goods, parts, accessories, supplies or services sold to the ultimate consumer shall be considered as part of the applicable gross receipts hereunder.

The Lessee shall, with respect to business done by it or its tenants or sub-lessees on, in and from said demised premises, keep or cause to be kept true and accurate accounts, records, books and data, which shall among other things, show all sales made and services performed for cash, on credit or otherwise (without regard as to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 30th day after the end of each calendar year, during the term hereof, submit to the Lessor a certified statement prepared by a Certified Public Accountant, showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rental due hereunder.

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

7. 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.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research.

B. To use, in common with others, all public airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. The term "public airport facilities", as used herein, shall mean all necessary landing area appurtenances, including runway, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids, and other appurtenances for the takeoff, flying and landing of aircraft. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations, promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

9. Lessee expressly covenants and agrees as follows:

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

B. No building shall be constructed within 25 feet of the boundary lines of the leased premises, and all improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at lease equal to in appearance and character to other similar improvement on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, will mow grass and weeds, and will not allow parts, crates, junk, or any other material to accumulate in such a manner as to be unsightly or hazardous.

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee,

or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$50,000 for one person and \$100,000 for two or more persons and in addition thereto, to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

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

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building
- (9) Fuel and oil sales, except as set forth in Paragraph 9-R.

M. Lessee acknowledges that he has examined the premises and knows the condition thereof, and that Lessee has received the premises in good order.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease, a surety bond in the sum of one thousand dollars (\$1,000.00), conditioned on the faithful performance of all conditions and covenants of this lease.

O. Lessee will at all times furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a fair and equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

P. Upon the expiration or other termination of this lease, all buildings, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Lessee in, on or about the leased premises shall have 180 days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal. Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

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

R. Lessee will not engage in the sale of aircraft fuels and lubricants until he has under lease a minimum of 40,000 square feet of gross site area upon which he has erected commercial shop or storage hangar area totaling a minimum of 12,000 square feet.

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

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

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

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

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

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

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

EXECUTED THIS 25th day of November, 1959.

CITY OF SAN ANTONIO Lessor

By: B. J. Shelley
Asst. City Manager

ALAMO ACCESSORIES & SUPPLY CO. Lessee
By: Leonard Cicero

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)

COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and V. A. BLEVINS, an individual, doing business as TEXAS AVIATION SUPPLY COMPANY, (hereinafter called "Lessee"), with its principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

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

From a point which is in the NW edge of Taxiway 5 (extended) and 1,000.0' from the centerline of Runway 12-30, proceed S 86° 50' W and at an angle of 135° to said NW edge of Taxiway 5, a distance of 1,420.0' to a point;

THENCE N3° 10' W a distance of 775.0' to the point of beginning for the leased premises;

THENCE S 86° 50' W a distance of 250.0' to the SW corner;

THENCE N 3° 10' W a distance of 400.0' to the NW corner;

THENCE N 86° E a distance of 250.0' to the NE corner;

THENCE S 3° 10' E a distance of 400.0' to the SE corner and point of

beginning, containing 100,000 square feet.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for a term of 20 years, commencing on the 1st day of November, 1959.

3. For the lease plot shown on Exhibit 1 and containing 100,000 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

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

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

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

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 157.2, being for figures prior to and including May, 1959; the similar average for indices for Wholesale Prices - All Commodities is 119.4, being for figures prior to and including June, 1959; the common average for the two averages above is 138.3. All calculations to determine increases or decreases shall use this common average as their base.

6. The Lessee or its sub-lessees shall pay each year to the Lessor as an additional annual rental, the following percentage of all applicable gross receipts from all commercial operations conducted on, in or from the demised premises.

1% of the first \$200,000 of each year's applicable gross receipts;

3/4% of the second \$200,000 of each year's applicable gross receipts;

1/2% of the third \$200,000 of each year's applicable gross receipts;

1/4% of the fourth \$200,000 of each year's applicable gross receipts;

1/10% on the excess over \$800,000 of each year's applicable gross receipts;

The term "applicable gross receipts" as used herein shall be construed to mean, for all purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is the greater, excluding only wholesale sales of aircraft parts, accessories and supplies. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or for sale by the Lessee shall be considered as part of the applicable gross receipts hereunder. Wholesale sales shall be restricted and limited to sales of aircraft, goods, parts, accessories or supplies sold to others for resale only and not for the purchaser's own use. The selling price of any aircraft goods, parts, accessories, supplies or services sold to the ultimate consumer shall be considered as part of the applicable gross receipts hereunder.

The Lessee shall, with respect to business done by it or its tenants or sub-lessee on, in and from said demised premises, keep or cause to be kept true and accurate accounts, records, books and data, which shall among other things, show all sales made and services performed for cash, on credit or otherwise (without regard as to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 30th day after the end of each calendar year, during the term hereof, submit to the Lessor a certified statement prepared by a Certified Public Accountant, showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rental due hereunder.

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

7. 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.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies, and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research.

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

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

9. Lessee expressly covenants and agrees as follows:

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

B. No building shall be constructed within 50 feet of the boundary lines of the leased premises, and all improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

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

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto, to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

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

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building
- (9) Fuel and oil sales, except as set forth in Paragraph 9-R.

M. Lessee acknowledges that he has examined the premises and knows the condition thereof, and that Lessee has received the premises in good order.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Four Thousand Dollars (\$4,000), conditioned on the faithful performance of all conditions and covenants of this lease.

O. Lessee will at all times furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a fair and equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

P. Upon the expiration or other termination of this lease, all buildings, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Lessee in, on or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal. Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

Q. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in pos-

session without Lessor's consent after the expiration or other termination of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession, nor shall it constitute a waiver by Lessor of its right to immediate possession.

R. Lessee will not engage in the sale of aircraft fuels and lubricants until he has under lease a minimum of 40,000 square feet of gross site area upon which he has erected commercial shop or storage hangar area totaling a minimum of 12,000 square feet.

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

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

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

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

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

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

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

EXECUTED this 25th day of November, 1959.

CITY OF SAN ANTONIO Lessor

By: B. J. Shelley
Assistant City Manager

TEXAS AVIATION SUPPLY COMPANY Lessee

By: V. A. Blevin

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 110 ✓

DECLARING FORFEITED A LEASE BETWEEN THE CITY OF SAN ANTONIO AND LYNN AYLESWORTH, AN INDIVIDUAL D/B/A AYLESWORTH AVIATION, COVERING OFFICE SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR NON-PAYMENT OF RENT; AND AUTHORIZING THE CITY MANAGER TO DIRECT THE CITY ATTORNEY TO TAKE ALL NECESSARY STEPS TO PROTECT THE CITY'S LEGAL INTEREST.

* * * * *

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

1. The lease between the City of San Antonio and Lynn Aylesworth, an individual d/b/a/ Aylesworth Aviation, concerning the following described property in the City of San Antonio, County of Bexar, to-wit:

Approximately 542 square feet of office space in the northeast corner of Hangar #3, said structure located at the San Antonio International Airport;

Approximately 203 square feet of storage space in the West side of Hangar #3, said structure located at the San Antonio International Airport;

is declared forfeited for non-payment of rent.

2. The City Manager is authorized to direct the City Attorney to take all necessary steps to protect the City legal interest.

3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 111

CONSENTING TO THE ASSIGNMENT BY AUDIO PRODUCTS COMPANY TO THE FROST NATIONAL BANK OF MONEYS WHICH ARE DUE AND MAY BECOME DUE, IF ANY, UNDER THAT CONTRACT AUTHORIZED BY ORDINANCE NO. 28,081.

* * * * *

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

1. At the request of W. D. Morris, Audio Products Company, a copy of which is attached hereto and made a part hereof, consent is given to the assignment of moneys due and to become due, if any, to said Audio Products Company, under the terms of a contract for the installation of a public address system in the City Hall Council Chamber authorized by Ordinance No. 28,081, said assignment being to the Frost National Bank of San Antonio.

2. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL,
MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 112

AUTHORIZING CLAUDE ANIOL AND ASSOCIATES TO PLACE MUNICIPAL ADVERTISING IN CERTAIN PUBLICATIONS AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE AND AUTHORIZING PAYMENT OF \$7,292.00 THEREFOR.

* * * * *

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

1. The placing by Claude Aniol and Associates of the following municipal advertising is hereby approved: (2-200 line ads, December, 1959)

12/1, 12/8	Christian Science Monitor	\$	372.00
12/6, 12/13	Chicago Sun Times		440.00
12/6, 12/13	Chicago American		500.00
12/6, 12/13	Cleveland Plain Dealer		408.00
12/1, 12/8	Cleveland Press		340.00
12/6, 12/13	Cincinnati Enquirer		256.00
12/1, 12/8	Cincinnati Post Times Star		232.00
12/6, 12/13	Denver Post		356.00
12/6, 12/13	Detroit News		520.00
12/6, 12/13	Detroit Free Press		520.00
12/6, 12/13	Des Moines Register Tribune		460.00
12/6, 12/13	Indianapolis Star News		360.00
12/6, 12/13	Kansas City Star		340.00
12/6, 12/13	Omaha World Herald		300.00
12/6, 12/13	Minneapolis Star Tribune		480.00
12/6, 12/13	Milwaukee Journal		340.00
12/6, 12/13	Milwaukee Sentinel		260.00
12/6, 12/13	St. Louis Post Dispatch		460.00
12/6, 12/13	St. Louis Globe Democrat		348.00
TOTAL		\$7,292.00	<u>\$7,292.00</u>

2. Payment of the sum of \$7,292.00 out of the Civic Advertising Account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol and Associates. Said amount includes the amount specified in paragraph one hereof.

3. PASSED AND APPROVED this 25th day of November, 1959 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 113

AUTHORIZING CLAUDE ANIOL AND ASSOCIATES TO PLACE MUNICIPAL ADVERTISING IN CERTAIN PUBLICATIONS AS RECOMMENDED BY THE MUNICIPAL ADVERTISING COMMITTEE AND AUTHORIZING PAYMENT OF \$4,036.00 THEREFOR.

* * * * *

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

1. The placing by Claude Aniol and Associates of the following municipal advertising is hereby approved: (200 line ad -- November, 1959)

11/24	Christian Science Monitor	\$	186.00
11/29	Chicago Tribune		390.00
11/29	Chicago Sun Times		220.00
11/29	Chicago American		250.00
11/29	Cleveland Plain Dealer		204.00
11/24	Cleveland Press		170.00
11/24	Cincinnati Post Times Star		116.00
11/29	Cincinnati Enquirer		128.00
11/29	Denver Post		178.00
11/29	Detroit News		260.00
11/29	Detroit Free Press		260.00
11/29	Des Moines Register Tribune		230.00
11/29	Indianapolis Star News		180.00
11/29	Kansas City Star		170.00
11/29	Omaha World Herald		150.00
11/29	Minneapolis Star Tribune		240.00
11/29	Milwaukee Journal		170.00
11/29	Milwaukee Sentinel		130.00
11/29	St. Louis Post Dispatch		230.00
11/29	St. Louis Globe Democrat		174.00
TOTAL		\$4,036.00	<u>\$ 4,036.00</u>

2. Payment of the sum of \$4,036.00 out of the Civic Advertising Account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol and

Associates. Said amount includes the amount specified in paragraph one hereof.

PASSED AND APPROVED this 25th day of November, 1959 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 114

AUTHORIZING THE AMOUNT OF \$492.77 TO CLAUDE ANIOL & ASSO-
CIATES FOR THE PREPARATION OF CERTAIN MUNICIPAL ADVERTISING.

* * * * *

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

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

November 16 LIFE EN ESPANOL

Production, art work, layout, 3 illustrations, heading and logotype	\$ 127.50
Spanish composition	\$ 24.40
Set of zinc negatives and two positives and 4 sets of prints including half tone inserts	\$ 46.00
Shipping charges	\$ 1.68

TOTAL \$ 199.58

December HOLIDAY MAGAZINE

Production, art work, layout, and illustrations and photo retouching	\$ 62.00
5 photo prints	\$ 5.00
1 combination copper half tone with extra inserts	\$ 49.66
Composition and reproduction proofs	\$ 13.00
Shipping charges	\$ 1.55

TOTAL \$ 131.21

December 14 LIFE EN ESPANOL

Production, art work, layout, and illustrations	\$ 97.50
Spanish composition	\$ 24.30
Set of line negatives and 2 positives, 4 sets of prints including inserts	\$ 38.50
Shipping charges	\$ 1.68

TOTAL \$ 161.98

GRAND TOTAL \$ 492.77

2. Payment of the sum of \$492.77 out of the Civic Advertising account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol & Associates. Said amount includes the amount specified in paragraph one hereof.

3. PASSED AND APPROVED THIS 25th day of November, 1959 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 115 ✓

AUTHORIZING PAYMENT OF THE SUM OF \$893.00 OUT OF THE GENERAL FUND, ACCOUNT NO. 50-03-01, FOR PAYMENT OF JUDGMENT AGAINST THE CITY IN CAUSE NO. F-118,749, JEAN CALK, INDIVIDUALLY AND AS NEXT FRIEND OF TERRELL GAY CALK, A MINOR, VS. CITY OF SAN ANTONIO.

* * * * *

WHEREAS, in the case of Jean Calk, Individually and as Next Friend of Terrel Gay Calk, a minor, vs. City of San Antonio, Cause No. F-118,749, a jury verdict was obtained against the City of San Antonio on November 17, 1959, in the sum of \$1,143.00; and

WHEREAS, said case was subsequently settled for the lesser amount of \$893.00; NOW, THEREFORE,

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

1. Payment of the sum of \$643.00 out of General Fund Account no. 50-03-01 to Mrs. Jean Calk, in settlement of her judgment against the City in Jean Calk, Individually and as Next Friend of Terrel Gay Calk, a minor, vs. City of San Antonio, Cause No. F-118,749, is hereby authorized.

2. Payment of the sum of \$250.00 out of General Fund Account No. 50-03-01 to Mrs. Jean Calk as Next Friend of Terrell Gay Calk, a minor, in settlement of their judgment against the City in Jean Calk, Individually and as Next Friend of Terrel Gay Calk, a minor, vs. City of San Antonio, Cause No. F-118,749, is hereby authorized.

3. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

AN ORDINANCE 28, 116

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

* * * * *

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

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

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

OWNER - Bexar County - 1945 - Lots 8 through 10, Blk. 4, NCB 8675, Acct. No. 542-1965 The foregoing described property is owned by Bexar County and is not subject to taxation. Taxes assessed for the year involved should be deleted from the delinquent roll.

OWNER - Everett and Ida Brown - 1955 through 1958 - Lots 24 and 25, NCB 6443, Acct. NO. 69-769 As a result of a reinspection of the improvements located on the foregoing described property, it is recommended that due to age and condition the assessed valuation thereof be established at \$4010 for the years involved. Taxes in the amount of \$510.08 are to be collected.

OWNER - City of San Antonio - 1958 - N. 78.04 ft. of W. 46.5 ft. of 2, Arb A-10, Blk. 2, NCB 317, Acct. No. 6-2166 The foregoing described property was purchased by the City of San Antonio and is not subject to taxation. Taxes assessed for the year 1958 should be deleted from the roll.

OWNER - City of San Antonio - 1956 and 1957 - Lots 3, 4 and W. 12.7 ft. of 5, Blk. 5, NCB 1771 - Acct. No. 27-2637. The foregoing described property was purchased by the City of San Antonio and is not subject to taxation. Taxes assessed for the years involved should be deleted from the delinquent tax roll.

OWNER - City of San Antonio - City of San Antonio - 1957 - Lots 39, 40, and 41, Blk. 4, NCB 1772 - Acct. No. 27-2679
The foregoing described property was purchased by the City of San Antonio and is not subject to taxation. Taxes assessed for the year 1957 should be deleted from the delinquent tax roll.

OWNER - City of San Antonio - 1956 - S. 64.4 ft. of 8 to 12, Blk. 1, NCB 2306 Acct. No. 36-1853 The foregoing described property was purchased by the City of San Antonio and is not subject to taxation. Taxes assessed for the year 1956 should be deleted from the delinquent tax roll.

OWNER - City of San Antonio - 1949 - All of Block, Blk. 6, NCB 2562, Acct. No. 39-2218 The foregoing described property was purchased by the City of San Antonio and is not subject to taxation. Taxes assess for the year 1949 should be deleted from the delinquent tax roll.

OWNER - Congregation Agudas Achim - 1955 - W. 115.38 ft. of 1 and 2, Blk. 11, NCB 8100 - Acct. No. 93-4111 Due to a clerical error the foregoing described property was double assessed for the year involved and our records should be corrected to reflect a single assessment.

OWNER - Conway Home Builders, Inc. - 1955 through 1958, Acct. No. 6169-1200 The foregoing named corporation was dissolved by the Secretary of State on July 2, 1957 with no assets remaining. It is recommended by the Tax Attorney that the personal property taxes for the years involved be deleted from the roll.

OWNER - E. & H. Merchandise - 1954 - Acct. No. 6828-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$12.85 be deleted from the delinquent roll.

OWNER - Edgewood Building Materials - 1955 - Acct. No. 6892-5001 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$4.90 be deleted from the delinquent roll.

OWNER - Merle Edmunds - 1955 through 1958 - Acct. No. 6898-1000 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property tax for the years involved in the amount of \$13.36 be deleted from the delinquent roll.

OWNER - Eight Twenty Club - 1954 - Acct. No. 6919-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the year 1954 in the amount of \$19.90 be deleted from the delinquent roll.

OWNER - A. E. Eisenbach - 1954 - Acct. No. 6921-6000 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$19.70 be deleted from the delinquent roll.

OWNER - El Rancho Tortilla - 1955 - Acct. No. 6972-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$19.99 be deleted from the delinquent roll.

OWNER - Elders Cafe - 1954 - Acct. No. 6989 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$1.97 be deleted from the delinquent roll.

OWNER - Elgin Jung - 1957 - Acct. Nos. 9123-5050 and 9123-5100 Personal property taxes were erroneously assessed against the foregoing named concern in 1957 and the assessments pertaining to same should be deleted from the delinquent roll.

OWNER - Sam Ellison - 1955 - Acct. No. 7026-150 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.60 be deleted from the delinquent tax roll.

OWNER - Helen Elliott Ceramic Studio - 1954 and 1955 - Acct. No. 7022 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$14.00 be deleted from the delinquent tax roll.

OWNER

Elsie's Beauty Shop - 1954 and 1955 - Acct. No. 7029-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$3.93 be deleted from the delinquent tax roll.

OWNER - Espinoza Insurance Agency - 1955 - Acct. No. 7076 - The foregoing named concern was not in operation during 1955, therefore taxes assessed against the same for that year in the amount of \$7.88 should be deleted from the delinquent tax roll.

OWNER - Rose Esserick - 1948 through 1956 - Lot 8, NCB 6731, Acct. No. 72-2667 Due to age and condition of the improvements located on the foregoing described property, it is recommended that additional depreciation be allowed in computing the assessed valuation thereof. Taxes in the amount of \$550.99 are to be collected.

OWNER - Evelyn's Bar - 1955 and 1957 - Acct. No. 7123-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 and 1957 in the amount of \$20.58 be deleted from the delinquent tax roll.

OWNER - Factory Outlet - 1954 - Acct. No. 7152-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$9.85 be deleted from the delinquent roll.

OWNER - First American Life Insurance Company - 1954 and 1955 - Acct. No. 7279-5506 The foregoing named concern ceased operations in San Antonio and its whereabouts is unknown. It is recommended by the Tax Attorney that assessment for the years involved in the amount of \$21.75 be deleted from the delinquent tax roll.

OWNER - K. M. Fisher - 1955 - Acct. No. 7292-200 Personal property taxes in the amount of \$14.31 were erroneously assessed against the foregoing named person in 1955 and should be deleted from the delinquent roll.

OWNER - Fito's Place - 1955 - Acct. No. 7294-5002 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$19.85 be deleted from the delinquent roll.

OWNER - The French Quarter - 1954 - Acct. No. 7468-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$23.64 be deleted from the delinquent roll.

OWNER - General Refrigeration, Inc. - 1954 - Acct. No. 7708-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$23.64 be deleted from the delinquent tax roll.

OWNER - W. E. Gibson - 1955 through 1958 - Acct. No. 7737-100 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$19.10 be deleted from the delinquent roll.

OWNER - Jose Gomez - 1955 - Acct. No. 7837-6500 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$.95 be deleted from the delinquent roll.

OWNER - Gonzales Cafe - 1955 - Acct. No. 7857-5100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$15.75 be deleted from the delinquent tax roll.

OWNER - Margaret Gorena - 1954 - Acct. No. 7930-5502 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$19.90 be deleted from the delinquent roll.

OWNER - Gray Eagle - 1955 through 1958 - Acct. No. 7991-1000 The former owner of the foregoing named concern is now deceased, the estate has no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent roll.

OWNER - The Groovey Grill - 1955 - Acct. No. 8056-5100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$19.22 be deleted from the delinquent roll.

OWNER - H. & S. Electric Motor Repairing - 1955 and 1956 - Acct. No. 8164-2200 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 and 1956 in the amount of \$15.45 be deleted from the delinquent tax roll.

OWNER - Hair Glo Beauty Parlor - 1955 and 1956 - Acct. No. 8189-5050 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the years involved in the amount of \$12.04 be removed from the delinquent tax roll.

OWNER

G. S. Hangout - 1954 - Acct. No. 8255-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Harlandale School District - 1958 - Lot 9, NCB 9495 - Acct. No. 557-2540 The foregoing described property was purchased by the Harlandale School District and is not subject to taxation. Taxes assessed for the year 1958 in the amount of \$8.04 should be deleted from the roll.

OWNER - Harlandale School District-1958 - Lot 10, NCB 9495 Acct. No. 557-2541 The foregoing described property is owned by the Harlandale Independent School District and is not subject to taxation. Taxes assessed against the said property for the year 1958 should be deleted from the roll.

OWNER - Harvey Garage - 1954 - Acct. No. 8341-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1954 in the amount of \$.99 be deleted from the delinquent tax roll.

OWNER - The Hearing Center - 1955 - Acct. No. 8377-6500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$4.73 be deleted from the delinquent tax roll.

OWNER - Heat Control Insulation - 1955 - Acct. No. 8379-100 The foregoing corporation was dissolved in 1957 with no remaining assets. It is recommended by the Tax Attorney that delinquent 1955 taxes in the amount of #36.54 be deleted from the roll.

OWNER - Hernandez Bar - 1955 - Acct. No. 8457 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year involved in the amount of \$.59 be removed from the delinquent tax roll.

OWNER - Hernandez - Grocery - 1955 - Acct. No. 8452 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the year 1955 in the amount of \$17.33 be removed from the delinquent tax roll.

OWNER - Hodges Radio Service - 1954 Acct. No. 8590 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the year 1954 in the amount of \$20.19 be deleted from the delinquent tax roll.

OWNER - Holland House of Bargains - 1954 - Acct. No. 8608-5500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$4.93 be deleted from the delinquent tax roll.

OWNER - Honey Drippers - 1954 and 1955 - Acct. No. 8643-4700 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$24.72 be deleted from the delinquent tax roll.

OWNER - Housing Authority - 1957 - Lot 1, Blk. 35, NCB 1489 - Acct. No. 24-1227 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and seller. \$4.50 to be collected.

OWNER - Housing Authority - 1957 - Lot 5, Blk. 35, NCB 1489 - Acct. No. 24-1230 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and seller. \$2.00 to be collected.

OWNER - Housing Authority - 1957 - Lot 8, Blk. 36, NCB 1490 - Acct. No. 24-1244 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and seller. \$.66 to be collected.

OWNER - Housing Authority - 1957 - W. 38.84 ft. of S. Irr. 66.28 ft. of 1, Blk. 38, NCB 1492 - Acct. No. 24-1259 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and seller. \$11.50 to be collected.

OWNER - Housing Authority - 1957 - E. 38.43 ft. of S. Irr. 78.01 ft. of 2, Blk. 38, NCB 1492 - Acct. No. 24-1262 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and seller. \$.50 to be collected.

OWNER - Housing Authority - 1957 N. Irr. 75.7 ft. of 2, Blk. 38, NCB 1492 - Acct. No. 24-1262 The foregoing described property was purchased by the San Antonio Housing Authority in 1957 and taxes assessed against the same for that year should be prorated by the buyer and the seller. \$10.84 due.

OWNER - Howeth & Mason Oil Company - 1955 and 1956 - Acct. No. 8358-5150 The personal property involved in this assessment is not located in San Antonio and taxes in the amount of \$11.24 for 1955 and 1956 should be deleted from the roll.

OWNER - Hub Pet Shop - 1955 - Acct. No. 8714-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$15.75 be deleted from the delinquent roll.

OWNER - Lillie Mae Huggman - 1955 through 1957 - Acct. No. 8722-4000 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for the years involved in the amount of \$22.87 be deleted from the delinquent roll.

OWNER - Hugos Garage - 1954 - Acct. No. 8732-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$6.90 be deleted from the delinquent roll.

OWNER - Eldon Hunt - 1955 and 1956 - Acct. No. 8748-100 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1955 and 1956 in the amount of \$9.52 be deleted from the delinquent tax roll.

OWNER - Ideal Litho Service - 1955 - Acct. No. 8787-5004 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$11.03 be deleted from the delinquent roll.

OWNER - Richard C. Keene - 1954 through 1958 - Acct. No. 9176-1000 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1954 through 1958 in the amount of \$15.78 be deleted from the delinquent roll.

OWNER - Kelley's Beauty Shop - 1955 - Acct. No. 9187-2100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$9.45 be deleted from the delinquent tax roll.

OWNER - Kelly Corral - 1954 - Acct. No. 9194-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$12.81 be deleted from the delinquent tax roll.

OWNER - J. J. Kenney Service Station - 1955 through 1958 - Acct. No. 9218 The former owner of this service station has moved out of the State of Texas and his present whereabouts is unknown. It is recommended that the personal property taxes involved be deleted from the delinquent tax roll.

OWNER - Kerger Sales Company - 1955 Acct. No. 9225-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$4.73 be deleted from the delinquent roll.

OWNER - Kerr Lumber Company - 1955 - Acct. Nos. 9229 and 9229-100 This business ceased operating in 1956 and the former owner is deceased with no assets remaining in his estate. It is recommended by the Tax Attorney that the personal property assessment for 1955 be deleted from the delinquent roll.

OWNER - Clifford and Nina V. Kies - E. 35 ft. of 6 & W. 25 ft. of 7, Blk. 18, NCB 9687 Acct. No. 560-640-1953 Due to a clerical error the foregoing described property was double assessed for the year 1953 and our records should be corrected to reflect a single assessment.

OWNER - King Bar - 1954 - Acct. No. 9256-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$7.04 be deleted from the delinquent tax roll.

OWNER - Kings Cleaners - 1954 - Acct. No. 9257 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$16.84 be deleted from the delinquent tax roll.

OWNER - Kitchen Kut Poultry, Inc. - 1954 through 1958 - Acct. No. 9287-6500 The foregoing Corporation was dissolved in 1957 and has no assets. It is recommended by the Tax Attorney that personal property assessments for the years involved be deleted from the delinquent tax roll.

OWNER KIT Kat Package Store - 1945 through 1947 - Acct. No. 9287-1500 The enforced collection of the personal property taxes pertaining to the foregoing described business have become barred by the Statute of Limitations and it is recommended by the Tax Attorney that the assessments involved be deleted from the delinquent tax roll.

OWNER - L. A. Fish & Food Market - 1954 - Acct. No. 7289-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$19.70 be deleted from the delinquent tax roll.

OWNER - A. H. Mahula - 1955 through 1957 - Acct. No. 10062-200 Personal property assessed under account number MO-10062-200 was not located within the City limits until 1958 and should therefore be removed from the delinquent roll for the years 1955 through 1957.

OWNER - Joe Rainey Manion & Company - 1957 and 1958 - Lot 9, ARB A-7, Blk. 8, NCB 430 Acct. No. 9-327 The foregoing described property consists of a vacant lot however through error the improvement valuation was charged against the same for the years involved and should be removed from the delinquent roll.

OWNER - Martinez Cafe - 1954 through 1957 - Acct. No. 10175-1000 The former owner of

the foregoing named concern is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - Martinez Grocery & Bar - 1955 - Acct. No. 10213-5002 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$12.60 be deleted from the roll.

OWNER - O. W. Maxey - 1955 through 1958 - Acct. No. 10277-100 The personal property assessed under account number 10277-100 is located on Perin-Beitel Road outside the City limits and should therefore be deleted from the delinquent roll.

OWNER - Harris McCarty Company - 1955 - Acct. No. 10318-5100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$15.75 be deleted from the delinquent tax roll.

OWNER - Robert McDonald - 1955 - Acct. No. 10349-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$16.66 be deleted from the roll.

OWNER - J. Russell McInnis - 1955 - Acct. No. 10371-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment in the amount of \$9.45 be deleted from the delinquent tax roll.

OWNER - Medina's Cafe & Bar - Acct. No. 10421-100 - 1955 - The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$23.00 be deleted from the delinquent tax roll.

OWNER - L. F. Megaw - 1954 - Acct. No. 10431 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - Mercado and Son Grocery - 1954 - Acct. No. 10485-5502 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment in the amount of \$2.36 be deleted from the delinquent tax roll.

OWNER - William R. Meredith - 1955 - Acct. No. 10500-100 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Merk's Ice House - 1955 - Acct. No. 10500-1100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$27.09 be deleted from the delinquent roll.

OWNER - Mustang Sheet Metal & Manufacturing Co. - 1954 - Acct. No. 10941-1000 The enforced collection of 1954 taxes are barred by the Statute of Limitations and it is recommended that the personal property assessment for that year pertaining to the foregoing named concern in the amount of \$9.18 be deleted from the delinquent tax roll.

OWNER - Celia Natal - 1954 - Acct. No. 10972-1000 The whereabouts of the foregoing named person is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$.61 be deleted from the delinquent tax roll.

OWNER - National Lloyds - 1957 - Acct. No. 10997 Personal property valued at \$300 was erroneously assessed against the foregoing named concern in 1957. This assessment has already been made against Patric J. Morris, therefore taxes in the amount of \$9.57 should be deleted from the delinquent roll.

OWNER - Naylor Realty - 1955 - Acct. No. 11027 The foregoing named concern ceased operation early in 1955 and personal property taxes for that year in the amount of \$9.45 should be deleted from the delinquent tax roll.

OWNER - Negley Bag and Paper Company - 1955 - Acct. No. 11038 The foregoing named concern is no longer in operation and it is recommended that 1955 personal property taxes in the amount of \$15.75 be deleted from the delinquent tax roll.

OWNER - Neighborhood Package Stores - 1954 - Acct. No. 11042-500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - Nenoka Village - 1954 - Acct. No. 11059-500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1954 in the amount of \$9.18 be deleted from the delinquent tax roll.

OWNER - Neon Sales & Maintenance Company - 1955 - Acct. No. 11059-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for 1955 in the amount of \$5.68 be deleted from the delinquent tax roll.

OWNER - Nick's Place - 1954 - Acct. No. 11115-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$15.91 be deleted from the delinquent tax roll.

OWNER - Nueva Rosita Grocery - 1954 - Acct. No. 11210-5002 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$6.12 be deleted from the delinquent tax roll.

OWNER - Nueva Rosita Moleno - 1955 - Acct. No. 11216-150 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$6.30 be deleted from the delinquent tax roll.

OWNER - Roy Nunnally - 1954 - Acct. No. 11217-1000 The whereabouts of the foregoing named person is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$4.60 be deleted from the roll.

OWNER - Paul's Pleasure Club No. 2 - 1954 - Acct. No. 11519-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$15.76 be deleted from the delinquent tax roll.

OWNER - Joe Pavelka Cafe & Bar - 1955 - Acct. No. 11522-2000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$11.76 be deleted from the delinquent tax roll.

OWNER - Payless Ice Station - 1954 - Acct. No. 11527-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$10.44 be deleted from the delinquent tax roll.

OWNER - Peckerwood Lumber Company - 1954 - Acct. No. 11546-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1954 in the amount of \$1.97 be deleted from the delinquent tax roll.

OWNER - Pel Star Cattle Company - 1955 - Acct. No. 11557-200 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$23.63 be deleted from the delinquent tax roll.

OWNER - Pierce's Ice Station - 1954 - Acct. No. 11691-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the year 1954 in the amount of \$2.75 be deleted from the delinquent roll.

OWNER - Pinky's Grocery - 1955 - Acct. No. 11703-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the year 1955 in the amount of \$5.67 be deleted from the delinquent tax roll.

OWNER - Polo Barber Shop - 1954 and 1955 - Acct. No. 11768-6500 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended by the Tax Attorney that the personal property tax assessment for the years involved in the amount of \$9.33 be deleted from the delinquent tax roll.

OWNER - J. E. & Frank Rock - E. 56 ft. of S. 52.3 ft. of 31, Blk. 25, NCB 7746 - Acct. No. 524-2458 - 1958

Due to age and condition of the improvements located on the foregoing described property and further that a residence was charged in error, it is recommended that the assessed valuation be reduced from \$1930 to \$120 for 1958. Taxes in the amount of \$8.43 to be collected.

OWNER - A. P. Sanchez - Lots 27 and 28, NCB 10045 - 1951 and 1952 Acct. No. 566-726 As a result of a reinspection of the foregoing described property, it is recommended that the assessed valuation for 1951 and 1952 on Lot 27 be established at \$1390 and a valuation of \$1160 on Lot 28, NCB 11045. Taxes in the amount of \$108.38 are to be collected.

OWNER - San Antonio River Authority - 1957 - Lot 3, Blk. 1, NCB 2271 Acct. No. 36-1415 The foregoing described property is owned by the San Antonio River Authority and is not subject to taxation. Taxes assessed against the same for 1957 should be deleted from the delinquent tax roll.

OWNER - State of Texas - 1946 through 1948 - Lot 20, Blk. 6, NCB 1194 - Acct. No. 18-1596 The foregoing described property is owned by the State of Texas and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the delinquent tax roll.

OWNER - State of Texas - 1955 - 7.418 Ac. out of 7 & 8, NCB 11295, Acct. No. 587-2819
The foregoing described property was purchased by the State of Texas for expressway purposes and taxes erroneously assessed against the same should be deleted from the delinquent tax roll.

OWNER - State of Texas - 1958 N. Irr. 91.9 ft. of 8, Blk. 76, NCB 7092 - Acct. No. 78-1268-2-1 The foregoing described property was purchased by the State of Texas for expressway purposes and taxes erroneously assessed against the same should be deleted from the delinquent tax roll. Taxes in the amount of \$.45 are to be collected.

OWNER - State of Texas - 1958 - Tract E (1.017 Ac.), NCB 10663 - Acct. No. 138-1058
The foregoing described property was purchased by the State of Texas for expressway purposes and taxes erroneously assessed against the same should be deleted from the roll. Taxes in the amount of \$13.91 are to be collected.

OWNER - State of Texas - 1958 - .554 Ac. out of Tract C (I.H.35), NCB 12191 - Acct. No. 602-1280-9-1 The foregoing described property was purchased by the State of Texas for expressway purposes and taxes erroneously assessed against the same should be deleted from the delinquent tax roll. Taxes in the amount of \$1.25 are to be collected.

OWNER - Paul Wagner - S. 110 ft of 21 and 22, Blk. 5, NCB 723 - 1953 through 1958 - Acct. No. 202357- 12-2357 As a result of a reinspection of the foregoing described property by a city building appraiser, it is recommended that the assessed valuation on the improvements located thereon be reduced from \$3400 to \$3010 for the years involved, \$567.10 to be collected.

OWNER - R. H. Walker & Thurman Barrett - 1958 - Pt. of Tr. 7 (15.29 Acres), NCB 8616- Acct. No. 542-150--\$119.36 due. As a result of a reinspection of the improvements located on the foregoing described property, it is recommended that the assessed valuation be reduced from \$3610 to \$1500 for the 1958 tax year.

OWNER - Marilee T. Wallace - 1956 through 1958 - Lot A, Blk. 2, NCB 10618 - Acct. No. 138-316 Due to age and condition of the improvements located on the foregoing described property, it is recommended that the assessed valuation of the same be established at \$830 for the years involved. Taxes in the amount of \$275.62 are to be collected.

OWNER - Carl Wideman - 1953 - 67 Exc. W. 63 ft. of S. 160 ft. of 67, Blk. 3, NCB 11967 - Acct. No. 599-1268 Due to a clerical error the valuation of \$160 was placed on the foregoing described property for 1953 whereas the correct assessment should be \$50.00. Taxes in the amount of \$.99 are to be collected.

OWNER - W. T. Yett - 1953 through 1958 - Tract B (8.3 Acres) NCB 11107 - Acct. No. 584-299 As a result of a reinspection of the improvements located on the foregoing described property by a city building appraiser, it is recommended that due to age and condition of the same, that the assessed valuation be reduced to a figure of \$9410 for the years involved. Taxes in the amount of \$1995.63 are to be collected.

PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 117 ✓

EXERCISING THE CITY'S OPTION TO PURCHASE STORAGE TANKS
AND PUMPING EQUIPMENT TO BE INSTALLED BY TEXACO INC. FOR
THE STORAGE AND HANDLING OF GASOLINE AT THE NORTH LOOP 13
AND ZARZAMORA AREA SERVICE CENTERS FOR THE COST PRICE OF
\$15,421.18.

* * * * *

WHEREAS, the City approved a contract with Texaco Inc. for the furnishing of Fire Chief gasoline in Ordinance No. 27686; and

WHEREAS, Paragraph 5 of said contract grants the City the option to purchase from Texaco Inc., at cost, such storage tanks and equipment as the City shall require for the storage and handling of gasoline; said tanks and equipment to be installed at such location within the City limits as designated by the Purchasing Agent; and

WHEREAS, the City desires to have storage tanks and equipment installed at its Area Service Centers located on North Loop 13 and on South Zarzamora; NOW, THEREFORE,

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

1. The City hereby exercises its option to purchase storage tanks and pumping equipment to be installed by Texaco Inc. for the storage and handling of gasoline at the North Loop 13 and South Zarzamora Area Service Centers.

2. This option is being exercised pursuant to the provisions of Paragraph 5 of the contract approved by the City in Ordinance No. 27686.

3. The gasoline equipment, overhead lines and other equipment required by the City are listed as gasoline service equipment for jobs #849B and #850B dated October 26, 1959. The plans for said jobs are attached hereto and made a part hereof, and the installation by Texaco Inc. shall conform thereto.

4. The City agrees to pay \$15,421.18 to Texaco Inc. for the work of the aforementioned jobs under the terms and in the manner prescribed by Paragraph 5 of the contract approved by Ordinance No. 27686. Said sum being the actual invoice price of the equipment paid by Texaco Inc.

5. PASSED AND APPROVED this 25th day of November, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 118 ✓

ACCEPTING THE HIGH BIDS FOR TWO PARCELS AND REJECTING
ALL BIDS ON ONE PARCEL OF CITY-OWNED REAL PROPERTY.

* * * * *

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

The following high bids submitted for purchase of City-owned real property are hereby accepted, and the City Manager is hereby authorized to convey this property to the high bidders by special warranty deed:

<u>Inventory No.</u>	<u>Description</u>	<u>High Bidder</u>	<u>Amount</u>
833-7	Lot 7, except North 42 feet and Southwest triangular 43 feet, NCB 833 (Wilmington at Quincy Street)	Frank R. Silcock	\$1,576.00
7846-249	Portion of Lot 249, NCB 7846 (114 West Mayfield)	Frank T. Silcock	\$2,976.00

2. All other bids on the above described property are hereby rejected.

3. All bids on the following described city-owned real property are hereby rejected:

<u>Inventory</u>	<u>Description</u>
9431-18, 19, 20	Lots 19 and 20 and West 25 feet of Lot 18, except South 13 feet NCB 9431 (Hutchins at Oppenheimer Street)

4. PASSED AND APPROVED this 25th day of November, A.D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 119 ✓

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

* * * * *

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

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

Ordinance ✓
 a. \$1,500.00 payable to Fred Huntress, County Clerk, Bexar County, Texas, subject to the order of: L. H. Cox, R. L. Forrest, F. C. Thomas, Nicholas V. Cummings and wife, Alma C. Cummings, Estate of John P. Forrest, deceased, J. C. Russell and wife, the heirs and unknown heirs and legal representatives of the above mentioned parties, if there be any, according to their respective interests as may be determined by the Court, for all of Lots 1 and 2, Block 191, NCB 9717 and all of Lots 1, 2, 3 and 4, Block 192, NCB 9718, said blocks being in the Los Angeles Heights Addition of San Antonio, Bexar County, Texas. These parcels are being acquired in connection with Storm Drainage Project #85. Parcels No. 3586, 3587, 3591, 3592, 3593 and 3594.

2. Loop 13, Skyway to Nacogdoches 521-4-15 Fund No. 479-12 Street Right-of-Way Purchase Bonds.

a. \$7,200.00 payable to Stewart Title Guaranty Company as escrow agent for Robert E. Olson Company, Inc., for full title to tract of land consisting of 0.193 of an acre of land more or less being out of and a part of the West 100 feet of Lot 1, Block 2, NCB 12572, Town and Country Estates, Unit 1 in the City of San Antonio, Bexar County, Texas, This parcel is being acquired for the enlargement of Loop 13, Skyway to Nacogdoches. Title to said parcel is to be acquired in the name of the State of Texas. City Parcel No. 29-3756.

3. PASSED AND APPROVED this 25th day of November, A. D., 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
 City Clerk

AN ORDINANCE 28, 120 ✓

MAKING A SEWER SERVICE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF CASTLE HILLS; PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER SYSTEM BY THE CITY OF CASTLE HILLS; PROVIDING FOR THE CONNECTION OF THE SYSTEM OF THE CITY OF CASTLE HILLS WITH THAT OF THE CITY OF SAN ANTONIO; PROVIDING FOR THE CITY OF SAN ANTONIO TO TRANSPORT THE SANITARY SEWAGE OF THE CITY OF CASTLE HILLS AND TREAT IT FOR DISPOSAL; AND ESTABLISHING A SCHEDULE OF CHARGES TO BE MADE TO THE CITY OF CASTLE HILLS BY THE CITY OF SAN ANTONIO FOR SUCH SERVICES.

* * * * *

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

1. This ordinance manifests and creates a contract between the City of San Antonio, hereinafter referred to as "San Antonio", and the City of Castle Hills, hereinafter referred to as "Castle Hills", with regard to the transportation and disposal of sanitary sewage of the City of Castle Hills by the City of San Antonio in words and figures as follows, to wit: WITNESSETH:-

2. Castle Hills agrees to construct and maintain a sanitary sewer system within the boundaries of said city. The costs of construction of said system shall be borne solely by Castle Hills. The sanitary sewer system within Castle Hills shall be constructed according to the standards required for such facilities by the San Antonio Planning Area Subdivision Regulations and plans for the installation of said system must be approved by the Director of Public Works of the City of San Antonio.

3. When the Director of Public Works for San Antonio approves the plans for the system, as provided in Paragraph 2 above, and upon the completion of the system within Castle Hills, San Antonio agrees to take the sewage of Castle Hills into the existing 15 inch line along and parallel to the Jackson-Keller Road and/or into the existing sanitary sewer line serving the eastern drainage area of Castle Hills, and transport said sewage through the San Antonio lines until it reaches the San Antonio Sewage Treatment Plant for disposal.

4. The following number and type of connections within Castle Hills will be permitted and no others:

- a) 500 residential connections in the City of Castle Hills to the 15 inch main along and parallel to the Jackson-Keller Road;
- b) 200 residential connections in the City of Castle Hills to the existing sanitary sewer serving the eastern drainage area of Castle Hills.

5. San Antonio hereby states its intention to construct additional sanitary sewer facilities within its corporate boundaries during the next four (4) years, if bond funds are voted therefor. As soon as the governing body of San Antonio determines that these additional facilities are capable of servicing an addition to the number of connections presently permitted in Castle Hills, then an agreement shall be made between San Antonio and Castle Hills regarding said additional connections.

6. Castle Hills agrees to establish a permit system in cooperation with San Antonio so that every connection made to the lines within Castle Hills will also be registered in the City of San Antonio.

7. The provisions and requirements, as to types, size and design of connections to the sewer lines within Castle Hills shall be the same as those required in the City of San Antonio.

8. The City of Castle Hills shall be responsible for the inspection and approval of sanitary sewer service connections within Castle Hills. San Antonio may also provide inspectors for such purposes.

9. Castle Hills agrees to pay San Antonio for the transportation and disposal of its sewage on an individual connection basis according to the rates per connection established in the Schedule of Charges attached hereto and made a part hereof as Exhibit "A" of this contract.

10. Castle Hills will arrange for the collection of the charges outlined in Exhibit "A" hereof and shall pay the monthly sum owing to the City of San Antonio in advance on or before the 10th day of every month this contract is in effect. Said sum shall be paid for all connections made prior to the 1st day of each month.

11. All payments made by Castle Hills to San Antonio under this contract are payable at the office of the License and Dues Collector, City Hall, San Antonio, Texas.

12. The rights under this contract are limited to the contracting parties and no other person shall have any right of action herein or based hereon.

13. Castle Hills will maintain careful inspection of its sanitary system and will stop the flow of any surface water, oil or any substance detrimental to the sewer system of San Antonio or which might impair the functions of its Sewage Treatment Plant; and it is the intent of this contract to limit the handling of sewage to that of the City of Castle Hills.

14. During the existence of this contract and any renewals or extensions thereof, Castle Hills shall be responsible for the maintenance of the sewer lines within said City of Castle Hills, Texas. San Antonio shall have the right of inspection to determine whether or not the lines are being properly maintained.

15. San Antonio shall never be liable to Castle Hills for pecuniary damages for failure to take the sewage of Castle Hills into the sewerage system of San Antonio and the right of action therefor is waived as part of the consideration of this contract; provided that such waiver of damages shall not be construed to prevent the appropriate enforcement of this contract upon the part of Castle Hills by injunction or other appropriate legal remedies, which remedies are herein specifically preserved and acknowledged by the City of San Antonio.

16. This contract shall become effective immediately upon the date any sewage is received into the lines of San Antonio from any connection within Castle Hills and shall continue in existence for a period of three (3) years therefrom; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this agreement, are superseded expressly by this contract and shall be null and void.

17. Castle Hills covenants to indemnify and save whole and harmless from any costs, expense, demands, or causes of action, real or asseted, or for any damage to any person or property caused by a failure of Castle Hills to properly comply with the obligations placed upon Castle Hills by this contract. It is understood and agreed that in the disposal of the sewage of Castle Hills by the City of San Antonio, as contemplated by this contract, the City of San Antonio will be an independent contractor.

18. San Antonio reserves the right to terminate this agreement upon the breach by Castle Hills of any of the obligations or covenants undertaken by Castle Hills herein.

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

20. PASSED AND APPROVED this 3rd day of December, 1959.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

AN ORDINANCE 28, 121

ACCEPTING THE LOW BID OF W. E. WILCOX FOR THE CONSTRUCTION OF OFFICES, ADDITIONS AND REVISIONS TO EXISTING BUILDINGS TO PROVIDE MEETING ROOMS AND CHANGE HOUSES FOR THE NORTH LOOP 13 AND S. ZARZAMORA AREA SERVICE CENTERS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND AUTHORIZING PAYMENT OF \$88,149.00 OUT OF ACCOUNT NO. 09-06-01 TO W. E. WILCOX IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of W. E. Wilcox for the construction of offices, additions and revisions to existing building to provide meeting rooms and change houses for the North Loop 13 and South Zarzamora Area Service Centers is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City Construction Contract with W. E. Wilcox for the construction project accepted in Paragraph 1 hereof.

3. The contract is attached hereto and made a part hereof.

4. Payment to W. E. Wilcox of \$88,149.00 is authorized out of Budget Account No. 09-06-01 in connection with the contract authorized in Paragraph 2 hereof.

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

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher

City Clerk

AN ORDINANCE 28, 122

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

* * * * *

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

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

(Case 831)