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

1. Payment of the sum of $3,500.00 from the General Fund, Account No. 50-03-01, to R. H. Aguilar and wife, Lizzie D. Aguilar, and their attorneys, T. P. Hull and Herbert M Schenker, in settlement of Cause No. F-126,260, 131st District Court, R. H. Aguilar, et ux vs. City of San Antonio, is hereby authorized.

2. PASSED AND APPROVED this 26th day of January, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 244

ESTABLISHING THE AUTHORIZED NUMBER OF POSITIONS OF "SERGEANT" IN THE SAN ANTONIO POLICE DEPARTMENT AT 64; AND THE NUMBER OF POSITIONS OF "DETECTIVE-INVESTIGATOR" AT 116.

* * * * * * * * * * *

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

1. The authorized number of "Sergeant" positions in the Classified Civil Service of the San Antonio Police Department is hereby established at 64.

2. The authorized number of "Detective-investigator" positions in the Classified Civil Service of the San Antonio Police Department is hereby established at 116.

3. PASSED AND APPROVED this 26th day of January, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 245

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITHA 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. 1337) The rezoning and reclassification of property from "B" Residence District and "J" Commercial District to "J" Commercial District as follows: Lot 27, NCB 7899.

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 2nd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 246

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

* ** * * * * * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1411) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District and "JJ" Commercial District as follows: Lot 28, NCB 11688 to "F" Local Retail District; Lot 29, NCB 11688 to "JJ" Commercial District.

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

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

4. PASSED AND APPROVED this 3rd day of February, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 247

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 ESTABLSIHING 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. 1418) The rezoning and reclassification of property from "A" Residence District to "B" Residence District, "F" Local Retail District and "JJ" Commercial District as follows: Lot 3, Blk. 1, NCB 13370 to "B" Residence District; Lot 2, Blk. 1, NCB 13370 and Lot 1, Blk. 2, NCB 13371 to "F" Local Retail District; Lot 1, Blk. 1, NCB 13370 to "JJ" Commercial District.

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

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

4. PASSED AND APPROVED this 2nd day of February, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 248

ACCEPTING THE PROPOSAL OF MARCO ENGINEERING CO., INC., TO CONDUCT ECONOMIC AND DESIGN STUDIES RELATING TO THE DEVELOPMENT OF THE SAN ANTONIO RIVER AREA AS A MAJOR TOURIST ATTRACTION.

* * * * * * * * * * *

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

1. The attached proposal for economic analyses and design studies relating to the development of the river bend area of San Antonio, Texas, by Marco Engineering Co., Inc., is hereby accepted, except that payment of $15,000.00 for such studies shall be made upon completion of the project.

2. PASSED AND APPROVED this 2nd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

PROPOSAL
FOR
THE ECONOMIC ANALYSES AND ENGINEERING EVALUATIONS
RELATING TO THE DEVELOPMENT OF THE RIVER BEND AREA
AS A MAJOR TOURIST ATTRACTION

BACKGROUND

You are planning to develop the River Bend area of San Antonio, Texas into a major tourist attraction. You desire a research and planning program to be conducted to insure the efficeint utilization of existing land, structures and recommendations regarding designs and operational concepts to insure maximum appeal and economic feasibility of investment. The Tourist Attraction Development Committee has been established to prepare a presentation which will include plot plans and sketches of proposed property improvements and to develop a master plan and schedule for accomplishing the completion of the overall project.

SCOPE OF WORK

Marco will conduct a research program to formulate an optimum development program for the River Bend development project on the basis of investment, analyses and correlation of relevant current and projected economic data. The work will include analyses of the existing public and privately owned facilities and recommendations for their ultimate development. The economic appriasal will consider detailed visitor and population growth trends, sources of visitor and population changes, visitor spending levels and trends, population income levels, sources and trends, needs of visitors for community, business, recreational and housing facilities.

Recommendations will be made with respect to the development of a "theme" concept that will enable the project, when completed, to be recognized as a highly unusual and different attraction developed and maintained for the purpose of attracting tourists and providing local residents with diversified shopping and intersting leisure activities.

Included in the research will also be preliminary engineering, architectual and design recommendations regarding redevelopment and rehabilitation of the area. Consideration will be given to maintaining the natural charm and historic beauty of the general topography and restoration of buildings wherever practicable and feasible. Recommendations will be made with respect to the optimum location, size, type and number of activities that should be included in the completed project.

After completion of the economic analyses and preliminary design studies, sketches and elevations will be prepaared so that the Tourist Attraction Development Committee will be able to visualize certain of the major sections of the project as contemplated and planned by the studies.

Color reproductions of the facades of some of the different suggested operations will be provided with the completed study.

METHOD OF APPROACH

At Marco, emphasis is placed upon the team approach to research and planning program. For each project a group is assigned whose composition is based on the skills and backgrounds required to effect a solution. In this case, staff members who are specialists in community planning, urban development and recreational planning will be assigned to the research team.

The research team will conduct field surveys in San Antonio to obtain the social and economic data needed for subsequent reduction in analysis. Additional economic data accumulated from related enterprises throughout the United States will be correlated to the San Antonio data. Members of the research team will consult with civic leaders in the area to create an overall development program compatible with the conditions of San Antonio.

Sketches and visualizations will be provided with the final report as a result of engineering and design studies.

The research approach to this study will develop social and economic data to establish:

1. The types of activities that should be integrated to insure a balanced merchandising, recreational and leisure activity area.

2. Forecasts of the annual and monthly number of tourists and resident customers that can be reasonably expected.

3. Estimates of per capita expenditure by each customer for each major type of activity.

4. Preliminary estimates of the overall cost to complete the development program.

5. A recommended schedule for the project's development completion.

MARCO ENGINEERING CO., INC.

Marco was organized to provide techno-economic and development services to industry, commerce and government, and is uniquely qualified to plan and design urban commercial development projects. Projects in this field utilize the full spectrum of modern research and design techniques in the conduct of -- (1) socio-economic base studies; (2) customer forecasts (3) site location studies; (4) determination of factors controlling customer appear; (5) estimates of customer spending; and (6) creative design to insure maximum customer satisfaction.

Marco's services for this study will be provided through two divisions: -- (1) the Research and Planning Divison, and (2) the Engineering and Architectural Division. Activities of both divisions are closely integrated. Together the two staffs have more than one hundred specialists, including professional engineers and architects registered variously in all states, Great Britain, Switzerland and West Germany.

Marco is one of themost qualified organizations in the country to assist in the leasing and development of projects of this nature. It's staff members have negotiated over four million dollars worth of merchandising and advertising leases similar to those contemplated to fulfill the development program. After completion of the planning study, Marco expects and desires to enter into a leasing and development program with the city and/or property owners involved.

TIME AND COST

Work on this study can begin within 15 days after acceptance of this proposal and completed in not more than three calendar months thereafter. The cost will be fifteen thousand dollars payable in three equal payments. The first payment of five thousand dollars will be due upon acceptance of this proposal and the other two equal payments will be due thirty and sixty days thereafter.

ACCEPTANCE

For purposes of staff scheduling, this proposal will remain in effect until February 15, 1961. If consideration of this proposal requires a longer period, Marco will be glad to consider a request for extension of time.

Respectfully submitted;

MARCO ENGINEERING CO., INC.

/s/ C. V. Wood, Jr., President

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A RESOLUTION

EXPRESSING THE OPPOSITION OF THE CITY COUNCIL TO HOUSE BILL 29 (S.B. 88) NOW PENDING IN THE LEGISLATURE OF THE STATE OF TEXAS, STATING SAID COUNCIL'S PLEDGE OF FEBRUARY 16, 1959, THAT SENIORITY AND PENSION RIGHTS AND SIMILAR BENEFITS OF FORMER EMPLOYEES OF THE SAN ANTONIO TRANSIT COMPANY HAVE BEEN PROTECTED UNDER MUNICIPAL OPERATION, AND REAFFIRMING THAT SAID RIGHTS WILL BE PROTECTED IN THE FUTURE UNDER MUNICIPAL OPERATION.

WHEREAS, Article 5154c of the Revised Civil Statutes of Texas declares it to be against the public policy of the State of Texas for any official or group of officials of a municipality to recognize a labor organization as the bargaining agent for any group of public employees, or to enter into a collective bargaining contract with a labor organization respecting the wages, hours or conditions of employment of public employees, and further declares that any such contract shall be null and void; and

WHEREAS, House Bill No. 29, introduced in the House of Representatives of the Texas Legislature would, by amending Article 1118w of the Revised Civil Statutes of Texas, in effect, abrogate Article 5154c insofar as public employees of a municipally owned and operated transit system are concerned; and

WHEREAS, there is no justification or compelling reason for setting public transit employees apart from other municipal employees and extending to them privileges not enjoyed by other public employees; and

WHEREAS, a municipality, being created for the purpose of promoting the common interests of its inhabitants has solely governmental, as distinguished from commercial, objectives,having none of the peculiar characteristics of a private enterprise maintained for the purpose of private gain; and

WHEREAS, our system of government contemplates that governmental powers, such as the important power to appropriate public funds, shall be within the freely exercised discretion of elected officials; and

WHEREAS, the entering by a municipality into collective negotiations with labor organizations, or with any other organized group, concerning hours, wages, or conditions of employment, and the making of a contract which embodies the result of such negotiations the basis for fiscal appropriations would constitute the bargaining away of legislative discretion to a group of private individuals, contrary to the fundamental theory that no group of citizens has the right to contract for any legislation or the prevention of legislation;and

WHEREAS, the City Council of the City of San Antonio has, by formal Resolution adopted on December 30, 1958, and reaffirmed by Resolution adopted February 16, 1959, publicly pledged that the seniority and pension rights of the employee of the San Antonio Transit Company would be fully protected when the transit properties of said company are acquired; and

WHEREAS, these seniority and pension rights of said employees have in fact been protected, then the City Council further reaffirms that in the future these rights will continue to be protected under municipal operation.

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

1. The City Council of the City of San Antonio hereby expressed its opposition to House Bill 29 (Senate Bill 88), introduced in the current session of the House of Representatives of the State of Texas.

2. The City Council of the City of San Antonio is opposed to any legislation which constitutes the bargaining away of legislative discretion to any organized group concerning hours, wages or conditions of employment and the submitting to compulsory arbitration, or any questions relating thereto, as the City Council of the City of San Antonio contemplates that governmental powers such as the power to appropriate public funds, shall be within the freely exercised discretion of the City of San Antonio and/or its appointees.

3. The City Council of the City of San Antonio reaffirms its pledge, embodies in a Resolution passed and approved on December 30, 1958, and reaffirmed by Resolution adopted February 16, 1959, that seniority, pension rights and similar benefits formerly enjoyed by employees of the San Antonio Transit Company would be protected under municipal operation, and, in fact have been so protected since the acquisition of the San Antonio Transit Company by the City of San Antonio.

4. The City Clerk is directed to furnish a certified copy of this Resolution to each member of the Bexar County Delegation to the State Legislature and to the Chairman of the Committee on Municipal and Private Corporations of the House of Representatives of the State of Texas.

5. PASSED AND APPROVED this 2nd day of February, A.D. 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 249

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOTOROLA COMMUNICATIONS AND ELECTRONICS TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN TWO-WAY RADIOS FOR A TOTAL OF $10,417.00.

* * * * * * * * * * *

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

1. The attached low qualified bid of Motorola Communications and Electronics, dated January 31, 1961, to furnish the City of San Antonio various departments with certain two-way radios for a total of $10,417.00, net is hereby accepted.

2. Payment to be made from General Fund 1-01 as follows:

Account No.	Amount	
09-02-03	$ 337.00	
09-04-02	664.00	
09-08-01	337.00	
09-08-02	996.00	
11-01-01	337.00	
11-02-01	332.00	
17-02-01	2,022.00	
17-03-01	337.00	
17-04-01	1,685.00	
17-05-01	1,685.00	
18-01-01	337.00	$10,417.00

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 250

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF KOPPERS COMPANY, INC. WOOD PRESERVING DIVISION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN TREATED BRIDGE TIMBER FOR A TOTAL OF $2,024.55.

* * * * * * * * * * *

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

1. The attached low qualified bid of Koppers Company, Inc. Wood Preserving Division, dated February 6, 1961, to furnish the City of San Antonio, Department of Public Works with certain creosoted or penta treated bridge timbers for a total of $2,024.55, net, is hereby accepted.

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 251

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF THE PHILLIPS PAPER & BOX COMPANY AND THE STANDARD SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN CUSTODIAL PAPER PRODUCTS FOR A TOTAL OF $2,814.10

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

1. The attached low qualified bids of Phillips Paper & Box Company and the Standard Supply Company, dated January 30, 1961, to furnish the City of San Antonio various departments with certain custodial paper products for a total of $2,814.10 is hereby accepted as follows:

Phillips Paper & Box Co.

317 cs. Standard C-fold paper towels @ $6.50 cs. - $2,060.50

Standard Supply Co.

80 cs. Standard roll type toilet tissue @ $9.42 cs. - 753.60

$2,814.10

2. Payment to be made as follows:

Account:		Fund	Amount
Working Capital		6-01	$ 845.00
Airport	12-02-03	8-01	1,481.60
Parks Dept.	11-02-01	1-01	487.50
			$2,814.10

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 252

ACCEPTING THE LOW BID OF ROSS C. WATKINS, INC., FOR CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 56; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING THE SUM OF $146,471.30 OUT OF NO. 479-13 STORM DRAINAGE IMPROVEMENT BOND SERIES 1957, PAYABLE TO ROSS C. WATKINS, INC., FOR SAID PROJECT; AND APPROPRIATING THE SUM OF $5,000.00 OUT OF SAID SAME BOND FUND, PAYABLE TO ROSS C. WATKINS, INC., FOR USE AS A CONSTRUCTION CONTINGENCY ACCOUNT ON THIS PROJECT.

* * * * * * * * * * *

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

1. The low bid of Ross C. Watkins, Inc., in the amount of $146,471.30, for the construction of Storm Drainage Project No. 56, is hereby accepted.

2. The City Manager is authorized to execute the standard City construction contract with Ross C. Watkins, Inc., for the work of the project mentioned in Paragraph 1 above.

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

4. The following funds are hereby appropriated out of No. 479-13 Storm Drainage Improvement Bond Series 1957, in connection with the contract authorized in Paragraph 2 above:

a. $146,471.30, payable to Ross C. Wathkins, Inc.

b. $5,000.00, payable to Ross C. Watkins, Inc., to be used as a Construction Contingency.

5. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 253

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND M. R. MITCHELL & ASSOCIATES FOR ENGINEERING SERVICES ON CERTAIN STORM DRAINAGE IMPROVEMENTS.

* * * * * * * * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and M. R. Mitchell & Associates, hereinafter called "Engineer", as follows:

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Storm Drainage Projects:

STORM DRAINAGE IMPROVEMENTS IN CONNECTION WITH THE CONSTRUCTION OF U.S. 90 WEST AND THE KELLY ACCESS ROAD FOR AND LIMITED TO THE MAIN DRAINAGE CHANNELS (TRUNK LINES) TO CONVEY SAID DRAINAGE FROM U.S. 90 WEST AND KELLY ACCESS RD. TO CONCEPTION CREEK AT NOGALITOS AND CONNECTION WITH UPSTREAM TERMINAL OF STORM DRAINAGE PROJECT 43

SECTION I

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

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

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

(3) Furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be rquired to complete the Field Survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

B. Field Survey Phase:

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

(2) Plan and supervise such other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by City in accordance with Section IV-C.

C. Plans and Specifications Phase:

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

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

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

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

UTILITIES
~~Show property lines of street project and intersecting side streets, alleys~~, Show location of all existing underground utility mains, valves, manholes, clean-outs, fire hydrants, water meters, storm sewers, utility polies and guys. Indicate manholes and clean-outs to be adjusted.

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

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

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

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

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

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

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

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

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

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

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

D. Construction Layout Staking Phase:

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

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

E. Construction Supervision Phase:

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

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

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

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

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

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

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

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

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

SECTION II

PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee Schedule

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

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

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

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

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary	25	15	10	
Field Survey	10	15	20	
Plans and Specifications	35	35	35	
Construction Layout Staking	10	10	25	
Construction Supervision	20	25	10	

Use Column A for Storm Drainage Projects
Use Column B For Sanitary Sewer Projects
Use Column C for Street Constructinn Projects
Use Column D for all other types of projects

B. Method of Payment

Payment shall be made as follows:

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

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

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

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

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

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

C. Services Not Included in Above Fees

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

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

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

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

SECTION VI

OWNERSHIP OF DOCUMENTS

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII

TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 9th day of February, 1961, A.D.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

3. Signed and accepted this 9th day of February, 1961, A.D.

/s/ M. R. MITCHELL

AN ORDINANCE 29, 254

CLOSING, ABANDONING AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM A PORTION OF BICKLEY STREET AND THREE ALLEYS IN NEW CITY BLOCK 11120, TO H. E. HOLTON AND O. N. WINNIFORD FOR $344.00 AND OTHER GOOD AND VALUABLE CONSIDERATION.

* * * * * * * * * * * *

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

1. Bickley Street and the three alleys in New City Block 11120 as they are more particularly described in the accompanying Quitclaim Deed which is incorporated herein by reference, are hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim Deed to the aforementioned street and alleys for a consideration of $344.00 and other good and valuable considerations. This Deed is not to be delivered until the Planning Commission has accepted a proper replatting of the property involved from the Grantees herein .

3. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 255

CLOSING, ABANDONING AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM A PORTION OF SOUTHWEST 18TH STREET BETWEEN ELVIRA AND EL PASO STREETS TO THE ABUTTING OWNERS FOR A TOTAL CONSIDERATION OF $250.00

* * * * * * * * * * * *

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

1. Southwest 18th Street between Elvira and El Paso Streets, New City Block 6104 and 6105, is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute Quitclaim deeds to the portions of Southwest 18th Street herein being closed, all of which are more particularly described in the accompanying Quitclaim Deeds which are incorporated herein by reference, to the abutting owners as follows: Juan Gonzales and wife for a consideration of $75.00; Joseph B. Garcia and wife for a consideration of $50.00; and Francisco G. Garcia and wife for a consideration of $125.00.

3. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 256

CLOSING, ABANDONING AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM MONTERREY STREET FROM SOUTH MEDINA TO SOUTH FRIO TO THE MONTEREY-MEDINA COMPANY FOR A CONSIDERATION OF $7,035.00.

* * * * * * * * * * * *

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

1. Monterey Street from South Frio Street to South Medina Street is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim Deed to the aforementioned portion of Monterey Street to the Monterey-Medina Company for the consideration of $7,035.00 after the Monterey-Medina Company has complied with the following requirements:

A. An easement or easements for the existing water main and electric lines, which would prohibit construction thereon.

B. Relocation of local water services as required by City Water Board.

C. Elimination of present curb returns to eliminate appearance of street entrances as requested by Traffic Engineer.

3. The City Clerk is hereby directed to transmit a copy of this ordinance to the Department of Planning and Zoning, the City Water Board and the Traffic Division of the Department of Public Works; so that those departments may check and inform the City Manager upon the compliance by Monterey-Medina Company with the regulations set forth in number two of this ordinance.

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 257

APPROPRIATING $103,175.00 FROM THE NAMED FUNDS FOR THE ACQUISITION OF CERTAIN PARCELS OF LAND BY PURCHASE AND BY CONDEMNATION, ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

* * * * * * * * * * *

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

1. The following amounts are hereby appropriated out of the Street Right-of-Way Purchase Bonds, 1957, Account No. 479-12 for the acquisition of right-of-way for Project Loop 13:

a. $66,000.00 payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Arthur J. O'Keefe, San Antonio Tax Assessor and Collector, Bexar County Tax Assessor and Collector and the Alamo Heights School District, as their respective interests may appear for fee title, as acquired in condemnation proceedings, in the name of the State of Texas to a parcel of land consisting of .873 of an acre in New City Block 11874, San Antonio, Bexar County, Texas, Parcel No. 16-3743.

b. $29,500.00 for fee title to 1.274 acres of land, more or less, in New City Block 12188 in the City of San Antonio, Bexar County, Texas, payable to the Stewart Title and Guaranty Company as escrow agent for E. G. Ellis. A Warranty Deed to the aforementioned parcel is hereby accepted. Parcel No. 34-4163.

c. $1,000.00 for fee title to 0.077 of an acre of land, more or less, in New City Block 12116 in the City of San Antonio, Bexar County, Texas, payable to the Stewart Title and Guaranty Company as escrow agent for Homer L. Claypole and Lunette F. Claypole. A Warranty Deed to the aforementioned parcel is hereby accepted. Parcel No. 18-4137.

d. $1,200.00 for fee title to 0.026 of an acre of land, more or less in New City Block 12116 in the City of San Antonio, Bexar County, Texas, payable to the Stewart Title and Guaranty Company as escrow agent for John E. Smith and Jaunita K. Smith. A Warranty Deed to the aforementioned parcel is hereby accepted. Parcel No. 19-4138.

2. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Account No. 479-13 for the acquisition of Storm Drainage Project 58A, 57, payable to the Commercial Abstract and Title Company as escrow agent for the named parties: Easements over, across, under and upon the following parcels are hereby accepted:

a. $250.00 for an easement over, across, under and upon a small triangular tract off the Northeast corner of Lot 8, New City Block 8893, San Antonio, Bexar County, Texas, conveyed by Sam B. Lifshutz, Parcel No. 4059.

b. $100.00 for an easement over, across, under and upon a tract of land out of Lots 22 and 23, Block 29, New City Block 3628, Lakeview Addition, San Antonio, Bexar County, Texas, conveyed by Annie Mae Hill and Sam B. Lifshutz, Parcel No. 4006 and 4007.

c. $100.00 for an easement over, across, under, and upon a tract of land out of Lots 24 and 25, Block 29, New City Block 3628, Lakeview Addition, San Antonio, Bexar County, Texas, conveyed by Sam B. Lifshutz, Parcel No. 4003 and 4004.

3. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Account No. 479-13 for the acquisition of land for Tillie Drive Storm

Drainage Project, payable to Stewart Title and Guaranty Company as escrow agent for the named parties. Easements over, across, under and upon the following parcels are hereby accepted:

a. $2,450.00 for an easement over, across, under and upon a tract of land 100 feet in width out of Tract 2, New City Block 10780, San Antonio, Bexar County, Texas, from Paula Francisca Cover, widow of John S. Cover, deceased, Parcel No. 4178.

b. $1,275.00 for an easement over, across, under and upon a tract of land 100 feet in width, out of the South part of Tract 1, New City BLock 10780, San Antonio, Bexar County, Texas, from Florence Sultenfuss Haecker and husband Edward Haecker and Bianca Sultenfuss, Parcel No. 4177.

c. $1,300.00 for an easement over, across, under and upon a tract of land 100 feet in width, out of the North part of Tract 1, New City Block 10780, San Antonio, Bexar County, Texas, from Anton J. Sultenfuss and wife Marie Sultemfuss, joined by Bianca Sultenfuss, Parcel No. 4176.

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 258

AUTHORIZING PAYMENT OF $96.05 FROM GENERAL FUND NO. 1-01 TO L. C. BEERY COMPANY FOR AN ENDORSEMENT EXTENDING THE CITY'S GLASS INSURANCE COVERAGE TO THE BUILDING AT 320 S. LAREDO STREET, POLICE HEADQUARTERS - CORPORATION COURT BUILDING SITE.

* * * * * * * * * * *

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

1. Payment of $96.05 from General Fund No. 1-01 to . C. Beery Company, agent for Globe Indemnity Company for an endorsement to the said company's comprehensive glass policy which will indlude coverage of the building located at 320 S. Laredo Street on the site of the new Police Headquarters - Corporation Court Building, for the period February 4, 1961 to December 9, 1962, is hereby authorized.

2. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 259

AUTHORIZING THE CITY MANAGER TO EXECUTE A RELAESE OF THE CURBING ASSESSMENT LIEN ON PROPERTY OWNED BY N.H. SNYDER IN CONSIDERATION FOR THE PAYMENT OF $62.35.

* * * * * * * * * * *

WHEREAS, the City levied certain special assessments forthe curbing of portions of Broadway on the abutting owners in Ordinance No. 26,978, passed and approved October 2, 1958; and,

WHEREAS, the assessment lien against N. H. Snyder on Lot 10, NCB 11927 amounted to $59.10 plus $3.25; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a release of the curbing assessment lien to N. H. Snyder in consideration for the payment of $62.35.

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

3. PASSED AND APPROVED this 9th day of February, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 260

GRANTING PERMISSION FOR THE ERECTION OF A
SOLID FENCE 8 FEET IN HEIGHT AT 613-615 OBLATE DRIVE.

* * * * * * * * * * *

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

1. Permission is hereby granted to Mr. R. L. Lindsey, of Lindsey Homes Incorporated to construct a solid fence 8 feet in height at the rear of 613-15 Oblate Drive.

2. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City CLerk

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AN ORDINANCE 29, 261

APPROVING THE ESTABLISHMENT OF AN EMBALMING OR
DEAD ROOM BY JOHNNIE E. MILLER AT 805 SOUTH
HACKBERRY STREET.

* * * * * ** * * * * *

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

1. The petition of Johnnie E Miller to establish a dead or embalming room in connection with his undertaking business or establishment on Lot 9, Block 41, New City Block 645, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and commonly known as 805 South Hackberry Street, is hereby granted.

2. Since the Director of Public Health has approved such location as required by Section 9-2 of the City Code of the City of San Antonio, the City Manager is hereby authorized to issue a permit to Johnnie E. Miller to establish a dead or embalming room at the above location.

3. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 262

REVISING AND ESTABLISHING ELECTION PRECINCTS FOR
THE CITY OF SAN ANTONIO AFTER JANUARY 31st, 1961.

* * * * * * * * * * *

WHEREAS, as more fully appears by reference to the minutes of the County Commissioners of Bexar County, Texas, on the 14th day of August, 1946, the 14th day of August, 1947, the 12th day of August, 1948, the 10th day of August, 1949, the 19th day of August, 1950, the 18th day of August, 1951, the 18th day of August, 1952, the 14th day of August, 1953, the 9th day of August, 1954, the 11th day of August, 1955, the 17th day of August, 1956, the 14th day of August, 1957, the 15th day of August, 1958, the 14th day of August, 1959, and the 12th day of August, 1960, the County Commissioners, acting by the authority vested in them by Article 2934, Chapter 2, Title 50, and Article 2997a, Sec. 5, Chapter 6, Title 50, Revised Civil Statutes of 1925, revised, established and corrected voting precincts within the City of San Antonio, NOW, THEREFORE;

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

1. That the following voting precincts within the corporate limits of the City of San Antonio shall be, after January 31, 1961, identical precincts as revised, established and corrected by the orders of the Commissioners Court of the County of Bexar, State of Texas, as promulgated by the order of the 14th day of August, A.D. 1946, the 14th day of August, A.D. 1947, the 12th day of August A.D. 1948, the 10th day of August, A.D. 1949, the 19th day of August A.D. 1950, the 18th day of August A.D. 1951, the 18th day of August A.D. 1952, the 14th day of August A.D. 1953, the 9th day of August A.D. 1954, the 11th day of August A.D. 1955, the 17th day of August A.D. 1956, the 14th day of August A.D. 1957, the 15th day of August, A.D. 1958, the 15th day of August A.D. 1959 and the 12th day of August A.D. 1960 which orders are included herein by reference as fully and to all intents and purposes as if they were copied herein, the said voting precincts

being numbered as follows: 1 through 70, 72, 78, 79, 90, 91, 100, 102, 103, 107, 113, 114, 118 through 124, 126, 128, 129, 130, 132, 135 through 138, 140 through 145, 149 through 170.

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

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

4. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 263

DIRECTING THE SALE OF 284 MISCELLANEOUS ITEMS OF PROPERTY IN THE POSSESSION OF THE POLICE DEPARTMENT IN EXCESS OF NINETY (90) DAYS AND NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * * * * * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property, consisting of 284 miscellaneous items of property, not owned or claimed by the City of San Antonio; and,

WHEREAS, a schedule of such property has heretofore been filed with the City Clerk and with the Chief of Police; and,

WHEREAS, said property, on which there are charges unpaid and due the City, has been in the possession of the Police Department in excess of ninety (90) days and is unclaimed; NOW, THEREFORE,

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

1. Said property consisting of 284 miscellaneous items of property, described in the aforesaid schedule, is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" in which the day, hour and place of the sale shall be given.

2. Said notice shall be given by publication of this ordinance in the "Commercial Recorder" at least two times within the said ten (10) day period.

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interests of the City; said sale of these items is to be held on the lot adjacent to the Police Building at Market and St. Mary's Streets, on the following days: From 9:30 A.M. to 1:00 P.M., March 4, 1961, and to continue on March 5, 1961, from 9:30 A.M. until all items have been disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

5. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.

6. Within five (5) days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the monety received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

7. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 264

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 62 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * * * * * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 62 vehicles not ownedor claimed by the City of San Antonio; and,

WHEREAS, a schedule of such property has hereto been filed with the City Clerk and with the Chief of Police; and,

WHEREAS, said property on which there are charges unpaid and due theCity has been in the possession of the Police Department in excess of Ninety (90) days and in unclaimed; NOW, THEREFORE,

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

1. Said property consisting of 62 vehicles described in the aforesaid schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" which the day, hour and place of sale shall be given.

2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Storage Lot at 406 South Laredo Street, beginning February 27, 1961, from 10:00 A.M. to 12.00 Noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

5. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.

6. Within five days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

7. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 265

ADOPTING AND RATIFYING THE ORDER OF THE JOINT AIRPORT ZONING BOARD OF THE CITY OF SAN ANTONIO AND COUNTY OF BEXAR, TEXAS, DATED JANUARY 19, 1961; AMENDING THE AIRPORT ZONING REGULATIONS WHICH CONSTITUTE CHAPTER 4 OF THE CITY CODE TO REDEFINE "LANDING AREA", "PLAT OF THE AIRPORT HAZARD AREA", "APPROACH SURFACE", "TRANSITIONAL SURFACES"; AND ESTABLISHING HEIGHT RESTRICTIONS PROHIBITING THE ERECTION OF STRUCTURES OVER 35' AND 40' ABOVE THE NATURAL TERRAIN IN CERTAIN GLIDE AND APPROACH AREAS IN THE VICINITY OF AIRPORTS IN BEXAR COUNTY.

* * * * * * * * * * *

WHEREAS on November 17, 1952, the Joint Airport Zoning Board for the City of San Antonio and Bexar County, Texas, did adopt Airport Zoning Regulations for the Airport Hazard Areas surrounding San Antonio International Airport, Stinson Municipal Airport, Brooks Air Force Base, Kelly Air Force Base and Randolph Air Force Base; and,

WHEREAS, said regulations were duly amended by said Joint Airport Zoning Board on September 23, 1960; and,

WHEREAS a duly advertised public hearing was held on further amendments to said regulations on the 19th day of January, 1961, and said amendments were adopted and ratified so as to provide for the public safety and to make certain changes in height restrictions in and about airports in Bexar County; NOW, THEREFORE:

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

1. The order of the Joint Airport Zoning Board of the City of San Antonio, County of Bexar, Texas, dated January 19, 1961, amending the Airport Zoning REgulations is hereby ratified and approved.

2. Chapter 4 of the City Code, entitled "Airports", Article 2 Zoning is hereby amended pursuant to the order of the Joint Airport Zoning Board adopted in Paragraph 1 above, as follows:

1. The following paragraph of Section 4-6 "Definitions" is hereby amended to read as follows:

(19) "Landing Area" means the land area which extends 750' (500' for Runway 12 West of the intersection with Runway 17-35 at International Airport) to either side of the renway centerline and 1,000' beyond each end of each runway (200' beyond the end of Runway 12 at International Airport) at any Airport.

2. Section 4-15 of the City Code is hereby amended to read as follows:

"Sec. 4-15. Airport Hazard Area - Plats adopted.

In order to definitely outline the horizontal and vertical limits beyond which the projection of any structure or tree will constitute an airport hazard, the plats of the airport hazard areas of the following airports located in Bexar County, Texas, are filed in the office of the City Clerk and of the Joint Airport Zoning Board and are hereby incorporated into this article and made a part hereof:

a. San Antonio International Airport - Map A as amended by overlay Map A-1 showing the revised zoning for Runway 12, West of the intersection with Runway 17-35 at International Airport.

b. Stinson Municipal Airport - Maps No. 3 and No. 4.

c. Brooks Air Force Base - Maps No. 5 and No. 6.

d. Kelly Air Force Base - Maps No. 7 and No. 8.

e. Randolph Air Force Base - Maps No. 9 and No. 10.

3. Paragraph 1 of Section 4-17 of the City Code is hereby amended to read as follows:

1. San Antonio International Airport.

a. Approach Surface: The approach surface is an inclined plane which extends outward and upward at a rate of one foot vertically for every fifty feet horizontally beginning at a distance of 1,000 feet (200 feet beyond the end of Runway 12) beyond both ends of the runway and at the same elevation as the near end of the runway. It is symmetrical with respect to a vertical plane through the centerline of the runway, and the width measured horizontally at the end adjacent to the runway is 1,500 feet (1,000 feet for Runway 12). The width increases at a rate of two hundred fifty feet (300 feet for Runway 12) for every 1,000 feet measured horizontally from the end adjacent to the runway. The approach surface continues upward and outward to the limit of the Airport Hazard Area as defined in Section 4 hereof, except where more restrictive surfaces take precedence as provided in this section.

b. Transitional Surfaces: The transitional surfaces are inclined planes which extend outward and upward symmetrically from either edge of the landing area (See Section 2) and from either edge of the approach surface, joining same with the inner horizontal surface, and thereby forming a continuous transition from one surface to the other. The slope of the transitional surface shall be measured in a vertical plane at right angles to the runway centerline and shall be a rise of one foot vertically for every twenty feet (7 feet for Runway 12, West of the intersection with Runway 17-35) horizontally. At either edge of the landing area ~~of~~-the transitional surface shall extend upward and outward from a line which is parallel to and at the same gradient with the runway center-axis.

4. Paragraph 3 of Section 4-17 of the City Code is hereby amended to reas as follows:

"Height Limitations.

The above height restrictions shall not operate so as to prevent the establishing of objects which are no higher than 40 feet above the natural terrain with the exception that the restrictions imposed by the approach surface shall not operate so as to prevent the establishing of objects which are no higher than 35 feet above the natural terrain."

3. PASSED AND APPROVED this the 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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A RESOLUTION

MANIFESTING THE INTENT OF THE CITY COUNCIL TO REGULATE THE CONSTRUCTION OF BUILDINGS AND STRUCTURES IN AND ABOUT RUNWAYS, APRONS, APPROACH ZONES AND OTHER PROPERTY ABUTTING BROOKS AIR FORCE BASE TO INSURE SAID BASE AIRFIELD'S FUTURE USE AS A CIVILIAN AIRPORT.

* * * * * * * *

WHEREAS, the runways, aprons, and certain abutting property such as hangar lines, in and about Brooks Air Force Base may be abandoned for airfield purposes by the United States Government; and,

WHEREAS there is a growing importance for airfields to service civilian aviation and for use during future national emergencies; and,

WHEREAS the City Planning Commission has become aware of this need and will initiate action to insure the protection of the aforementioned areas; and,

WHEREAS, it is the desireof the City Council to investigate the possibility of acquiring said runways, apron area and hangar line space as may be abandoned so as to maintain and utilize this airfield for civilian aviation; NOW, THEREFORE:

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

1. The City Council does hereby manifest its intent to regulate the construction of buildings and structures in and about Brooks Air Force Base in order to protect approach zones, runways, hangar lines and aprons so that in the event said airfield is abandoned for such purposes by the Federal Government, said area may continue to be used for civilian aviation purposes.

2. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 266

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALAMO AVIATION INCORPORATED FOR THE USE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A 25-YEAR PERIOD AND FOR A 5-YEAR OPTION TO USE ADDITIONAL PREMISES AT INTERNATIONAL AIRPORT.

* * * * * * * * * * *

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

1. The City Manager is hereby authorized to execute an agreement with Alamo Aviation, Incorporated, for the lease of certain premises at International Airport for a 25-year period, and the option to lease additional premises within a 5-year period.

2. The Lease Agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher, City Clerk

Lease Agreement in City Attorney's Office pending filing of bond and insurance.

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AN ORDINANCE 29, 267

APPROPRIATING AN ADDITIONAL $25.86, PAYABLE TO THE T. & N.P. RAILROAD, OUT OF STREET IMPROVEMENT BOND FUND NO. 479-10 IN CONNECTION WITH THE WIDENING OF PROBANDT STREET.

* * * * * * * * * * *

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

1. The additional sum of $25.86 is hereby appropriated out of Street Improvement Bond Fund No. 479-10, payable to the T. & N.O. Railroad Company, in connection with the widening of Probandt Street.

2. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 268

AUTHORIZING THE PAYMENT OF THE SUM OF $750.00, OUT OF SEWER RENTAL PLEDGED FUND NO. 204, TO REIMBURSE CERTAIN INDIVIDUALS FOR THE SEWER CONNECTION FEE THEY PAID TO BUSBY THE BUILDER, INC.

* * * * * * * * * * *

WHEREAS Busby the Builder, Inc., is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by Busby the Builder, Inc., and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby the Builder, Inc., for said connection, NOW, THEREFORE:

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

1. The sum of $750.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund No. 204, to reimburse the following named parties for the fee they paid Busby the Builder, Inc., for a sanitary sewer connection:

a. $75.00 payable to Mrs. Dorothy H. Spencer, 237 E. Sunset Road, San Antonio, Texas.
b. $75.00 payable to Martin Grimsinger, 8826 Broadway, San Antonio, Texas.
c. $75.00 payable to Mr. M. W. Story, 338 E. Sunset Road, San Antonio, Texas.
d. $75.00 payable to Mrs. Emma Eiler, 329 E. Sunset Road, San Antonio, Texas.
e. $75.00 payable to P. Johnson Plbg. Co., 437 Gillette, San Antonio, Texas.
f. $75.00 payable to J. A. Albert, 1500 Oakhurst, San Antonio, Texas.
g. $75.00 payable to Rankin Thompson, 227 E. Sunset Road, San Antonio, Texas.
h. $75.00 payable to Chas. T. Earle, 8043 N. New Braunfels, San Antonio, Texas.
i. $75.00 payable to M. C. Schraub, 101 Wyanoke, San Antonio, Texas.
j. $75.00 payable to Berlee Lumber Company, 215 N. Flores St., San Antonio, Texas.

2. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 269

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY VARIOUS CHURCH AND CHARITABLE ORGANIZATIONS.

* * * * * * * * * * *

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

1. That the property owned by the Apostolic Faith Church, the same being Lot 25, Block 5, New City Block 11191, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal as valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1955 through 1959 at whichtime said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

2. That the property owned by the Calvary Mexican Baptist Church, the same being Lot 21 and S. 20 ft. of Lot 22, Block 14, New City Block 10541, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation. Tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

3. That the property owned by the Harlandale Church of Christ, the same being Lots F and G, Block 3, New City Block 8578, located in the City of San Antonio, Bexar County, Texas, be and the sameis hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

4. That the property owned by the MacArthur Church of Christ, the same being Lots 1, 2,3,4, and 5, Block 1, New City Block 11976, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxatinn effective June 1, 1960, and to continue from year to year as longas said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

5. That the property owned by the Rayburn Drive Baptist Church, the same being Lot 9, Block 207, New City Block 11035, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

6. That the property owned by the Rayburn Drive Baptist Church, the same being Lots 11 and 12, Block 7, New City Block 11311, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1958 and 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

7. That the property owned by the Sisters of Charity of the Incarnate Word, the same being Lot A-4, Block 1, New City Block 328, located inthe City of San Antonio, Bexar County, Texas, be and the sameis hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

8. That the property owned by the Solid Rock Baptist Church, the same being Lots 13 and 14, Block 110, New City Blocl 9380, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to

municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

9. That the property owned by the Trustees of the Congregation of Jehovah's Witnessess, the same being the N. 47.16 ft. of 11 and W. 75 ft of 12, Block 11, New City BLock 1511, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exampt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1958 and 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

10. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 8, New City Block 3791, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of SanAntonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

11. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 18, Block 97, New City Block 8847, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 270

ACCEPTING THE DEDICATION OF ALL STREETS, SERVICE STREETS, SIDEWALKS AND A FIVE FOOT STRIP ADJACENT TO SAID STREETS FOR TRAFFIC CONTROL PURPOSES, LOCATED WITHIN THE HOUSING PROJECTS OPERATED BY THE SAN ANTONIO HOUSING AUTHORITY, AND ACCEPTING $5,000.00 AS AN AID TO THE CITY IN ITS PROGRAM OF REPAIR AND MAINTENANCE OF THE SAID STREETS.

* * * * * * * * * * *

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

1. The streets, side streets, and easement to a five foot strip adjacent to the said streets all of which are more particularly described in the accompanying dedication from the San Antonio Housing Authority are hereby accepted as public streets within the City of San Antonio.

2. $5,000.00 is hereby accepted from the San Antonio Housing Authority to aid the City in the expense incurred in the repair and maintenance of the abovementioned streets.

3. PASSED AND APPROVED this 9th day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City clerk

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Rec 8/22/62 amended by ord 30688 8/22/62 Repealed by ord 34494 aug 4, 1966

AN ORDINANCE 29, 271

REPEALING ORDINANCE NO. 22374, ADOPTED AND APPROVED FEBRUARY 23, 1956; APPROVING AND ADOPTING A SCHEDULE OF RATES TO BE CHARGES CUSTOMERS OF THE WATERWORKS BOARD OF TRUSTEES.

* * * * * * * * * * * *

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

SECTION 1. That the Water Service Rates as contained in the schedule attached to and made a part of Ordinance No. 22374, approved and adopted on the 23rd day of February, A.D. 1956, as the lawful rates to be charged customers of water supplied by the Waterworks Board of Trustees of the City of San Antonio, effective on and after February 23, 1956, be and the same are hereby declared to be null and void and of no force and effect following the effective date of this Ordinance, and that the following schedules of Water Service Rates, to be effective with statements of charges mailed on and after thirty (30) days after the effective date of this ordinance, are hereby established to be the lawful rates to be charged and shall be collected from customers supplied with water services by the Waterworks Board of Trustees of the City of San Antonio through the facilities of the City Water System, exclusive of water service specifically provided for private fire protection purposes:

(a) The Minimum Monthly Charge for all water service Within the City Limits of the City of San Antonio, furnished through meters of the following sizes and measured in cubic foot units (one cubic foot being equivalent to 7.5 gallons) together with the volume allowance of water usage included within such charge, in every instance of service for each month or fraction thereof, shall be as follows:

Meter Size	Minimum Charge	Water Allowance Cu. Ft.	Water Allowance Equivalent Gallons
5/8"	$ 1.18	500	3,750
3/4"	3.20	1,500	11,250
1"	4.20	2,000	15,000
1½"	8.20	4,000	30,000
2"	12.20	6,000	45,000
3"	22.60	13,000	97,500
4"	32.40	20,000	150,000
6"	57.80	48,000	360,000
8"	83.40	80,000	600,000
10"	115.40	120,000	900,000

For water usage in excess of the stated volume allowance included with the minimum charges for the respective meter sizes, beginning in each instance within the step-rate bracket in which the stated meter size allowance falls, charges for such excess usage shall be at the following step rates:

Step	Volume in Cubic Feet	Rate per ~~1~~00 Cu. Ft.
First	500	$ 0.236
Next	6,500	0.20
Next	18,000	0.14
Next	225,000	0.08
All in excess of	250,000	0.07

(b) The Minimum Monthly Charge for all water service Outside the City Limits of the City of San Antonio, furnished through meters of the following sizes and measured in cubic foot units (one cubic foot being equivalent to 7.5 gallons) together with the volume allowance of water usage included with such charge, in every instance of service for each month or fraction thereof shall be as follows:

Meter Size	Minimum Charge O.C.	Water Allowance Cu. Ft.	Water Allowance Equivalent Gallons
5/8"	$ 1.55	500	3,750
3/4"	4.15	1,500	11,250
1"	5.45	2,000	15,250
1½"	10.65	4,000	30,000
2"	15.85	6,000	45,000
3"	29.85	13,000	97,500
4"	43.15	20,000	150,000
6"	77.95	48,000	360,000
8"	113.15	80,000	600,000
10"	157.15	120,000	900,000

For water usage in excess of the stated volume allowance included with the minimum charges for the rexpective meter sizes, beginning in each instance within the step-rate bracket in which the stated meter size allowance falls, charges for such excess usage shall be at the following step-rates:

~~Step----------Volume in Cu. Ft.----------Rate per 100 Cu. Ft.~~

Step	Volume in Cu. Ft.	Rate per 100 Cu. Ft.
First	500	$ 0.31
Next	6,500	0.26
Next	18,000	0.19
Next	225,000	0.11
All in excess of	250,000	0.10

(c) The foregoing Water Service Rates, both inside and outside the City Limits of the City of San Antonio, shall be the net charges for water service made available and rendered when such charges are paid in advance or on or before ten (10) days after the date of the mailing of bill, otherwise such charges shall be subject to a penalty of increased charges in the amount of ten percent (10%) of the net charges if payment is made on or before thirty (30) days after the date of the mailing of bill. Should payment of charges not be made on or before thirty (30) days after date of mailing of bill water service shall be discontinued at any time thereafter. Prior to the reinstatement of service, all charges shown on the bill including the penalty charge of ten percent (10%) plus a turn-on fee of Two Dollars ($2.00), when such turn-on is made between the hours of 8:00 A.M. to 5:00 P.M. on regular working days shall be paid in full; at all other times such turn-on fee shall be Four Dollars ($4.00). In addition to the foregoing, there shall be deposited an amount reasonably adequate to secure the customer's future charges.

An advance deposit of an amount reasonably adequate to secure the customer's future charges shall be required of all new customers up to such an amount as shall be considered by the management sufficient to insure paymentof final bills. Such a deposit shall be collected and refunded in accordance with such regulationsand under such terms as the Board may prescribe.

SECTION 2. That the meter readings of two or more meters even though serving a single customer and even though serving a single building or establishment never shall be combined for billing purposes, but separate billing shall be made for the water metered through each individual meter based upon the step-rate scale of charges as provided hereinbefore, with the said charges computed the same as if that were the only meter serving such customer, building or establishment; provided that the foregoing prohibition against combining meter readings is not applied in those instances, if any, in which two or more meters are connected to different water mains and are necessitated by inability of the Waterworks Board to furnish the customer's entire requirements from a single main through a single service connection on account of insufficient main capacity.

SECTION 3. Where water service is provided for private fire protection purposes, and the fire protection service is utilized only through sprinkler head systems, the following schedule of Water Service Rates for Fire Protection Service are hereby established to be the lawful rates to be charged and shall be collected from each customer supplied with water services for fire protection by the Waterworks Board of Trustees of the City of San Antonio through the facilities of the City Water System:

Service-line Size	Water Service Rate Minimum Annual Charge
4"	$75.00
6"	100.00
8"	125.00

The foregoing Water Service Rates shall be the net annual charge for water service made available when such charges are paid in advance or before January 31st of each year such service is to be rendered, otherwise such charges shall be subject to a penalty of increased charges in the amount of ten percent (10%) of thenet charges if payment is made on or before March 1st of the current year. Should payment of charges not be made on or before March 1st of the current year, water service shall be discontinued.

SECTION 4. This Ordinance shall take effect from and upon the passage hereof.

SECTION 5. If any provisions, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid (or for reason unenforceable), the validity of the remaining portions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council of the City of San Antonio in adopting this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provisions or regulations, and to this end, all provisions of this Ordinance are declared to be severable.

SECTION 6. The fact that the present rates and charges of the Waterworks Board of Trustees for water service made available and rendered to customers both inside and outside the City of San Antonio are inadequate to provide sufficient funds for the proper operation and maintenance of the City Water System and necessary additions, replacements, betterments and extension thereof creates an imperative public necessity, urgency and emergency in the immediate preservation of the public health, peach and safety, and requires that the Ordinance shall take effect from and after its passage, and it is accordingly ordained.

PASSED AND APPROVED this 9th day of February, A.D. 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 272

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 re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1041) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 1, NCB 12170.

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 16th day of February, 1961.

MIKE PASSUR, M A Y O R PRO-TEM

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 273

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 re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1360) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 35A, Blk. A, NCB 11529.

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 16th day of February, A.D., 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 274

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 re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1407) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District and "J" Commercial District as follows: from "A" Residence District to "F" Local Retail District, Lot 9, NCB 12894; from "A" Residence District to "J" Commercial District, Lot 10, NCB 12894.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for vilations 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 16th day of February, A.D. 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 275

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

* * * * * * * * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1430) The rezoning and reclassification of property from "D" Apartment District to "A" Residence District as follows: Lots 16 thru 21, inc., Blk. 2, NCB 9507; Lots 1 thru 4, inc.,and Lots 23, 24, 25, 29 and 30, Blk. 17, NCB 10092; Lots 1 thru 7, inc., Blk. 18, NCB 10093; Lots 9 thru 29, inc., Blk. 19, NCB 10094; Lots 9 thru 21, inc., Blk. 20, NCB 10095; Lots 9 thru 11, inc., Blk. 21, NCB 10096.

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 16th day of February, A.D., 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 276

LEVYING AN AD VALOREM TAX FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF SAN ANTONIO: LEVYING A TAX TO SUPPORT THE CITY-COUNTY TB CONTROL BOARD: LEVYING A TAX TO PAY THE INTEREST ON THE FUNDED DEBT OF SAID CITY, AND TO CREATE A SINKING FUND THEREFOR: AND FIXING THE TAX RATE AT $1.82 PER $100.00 OF VALUTATION, ALL SAID TAXES BEING LEVIED FOR THE TAX YEAR BEGINNING JUNE 1, 1960 AND ENDING MAY 31, 1961.

* * * * * * * * * * *

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

Section 1: - That there is hereby levied for general purposes, for the tax year beginning June 1, 1960 and ending May 31, 1961 on all property real, personal and mixed, within the limits of the City of San Antonio, not otherwise exempted by the constitution and laws of the State of Texas and ordinances of this city, an ad valorem tax of, and at the rate of $1.273 upon each one hundred dollars of assessed valuation.

Section 2: - That, to provide for the support of the City-County TB Control Board, there, hereby, is levied for the tax year beginning June 1, 1960 and ending May 31, 1961, a special tax of, and at the rate of $.015 upon each one hundred dollars of assessed valuation.

Section 3: - That, to provide for the payment of the interest on general bonds and City Hall Annex purchase note issued by the City of San Antonio and to create a sinking fund for the payment thereof as they severally mature, there, hereby, is levied for the tax year beginning June 1, 1960 and ending May 31, 1961, a special tax of, and at the rate of $.532 on every one hundred dollars of assessed valuation on all property mentioned in Section 1 hereof, in accordance with the rate for each issue of bonds, enumerated as follows:

DATE OF ISSUE	ISSUE	RATE PER $100.00 OF ASSESSED VALUATION
January 1, 1924	Public Park Improvements	$.00034
January 1, 1924	Street Paving and Street Marking	.00150
January 1, 1924	Sanitary Sewers, Mains and Laterals	.00035
January 1, 1924	Fire and Police Department Building	.00034
January 1, 1924	Opening and Widening and Straightening Streets	.00082
January 1, 1924	Permanent Bridges	.00034
January 1, 1924	Storm Sewers and Drains	.00082
January 1, 1924	Flood Prevention	.00955
January 1, 1924	Public Auditorium Building	.00068
January 1, 1926	Opening and Widening and Straightening Streets	.00146
January 1, 1926	Constructing Permanent Bridges	.00037
January 1, 1926	Public Auditorium Building	.00073
January 1, 1926	Paving Public Streets and Public Places	.00102
January 1, 1926	Sewers and Drains	.00022
January 1, 1927	City Hall Building	.00092
January 1, 1927	Incinerators and Garbage Loading Stations	.00060
January 1, 1927	Construction of a Permanent System of Sewers and Drains	.00287
January 1, 1927	Street Paving and Grading	.00108
January 1, 1927	Permanent Bridges	.00092
January 1, 1927	Opening and Widening and Straightening Streets	.00334
January 1, 1927	Public Parks Improvements	.00061
January 1, 1927	Fire and Police Department Buildings	.00046
January 1, 1927	Public Auditorium Building	.00031
January 1, 1927	Flood Prevention	.00227
August 1, 1928	Constructing a Permanent System of Sewage Disposal and Permanent Sanitary Sewers and Drains	.00504
August 1, 1928	Opening and Widening and Straightening Public Streets and Public Places	.00244
August 1, 1928	Paving and Grading the Public Streets and Public Places	.00295
August 1, 1928	Permanently Improving the San Antonio River, San Pedro and Alazan Creeks and Constructing Permanent Storm Sewers and Drains	.00197
August 1, 1928	Permanent Bridges	.00051
August 1, 1928	Permanent Building, Fire Alarm and Police Signal System	.00115
August 1, 1928	Construction of Permanent Public Improvements in the Public Parks	.00162
August 1, 1928	Permanent Public Library Building	.00197
August 1, 1928	Acquiring Land for International Exposition Grounds	.00098
August 1, 1928	Acquiring "Spanish Governor's Palace"	.00018
July 15, 1931	Funding Bond Series	.00084
November 1, 1946	A-45 Interregional Highway	.01186

DATE OF ISSUE	ISSUE	RATE PER $100.00 OF ASSESSED VALUATION
November 1, 1946	B-45 Airport Administration Building	$.01031
November 1, 1946	C-45 Street and Bridge	.01345
November 1, 1946	E-45 Garbage Disposal	.00204
November 1, 1946	U-45 Fire Station	.00095
March 1, 1948	Sanitary Sewer Plant and System A-47	.04334
March 1, 1950	State or State-Aid Highways and Streets and Bridges A-49	.02663
March 1, 1955	Expressway and Street Improvement	.07389
March 1, 1956	General Improvement	.04246
December 1, 1956	General Improvement - Series "A"	.04723
December 1, 1957	General Improvement Bonds of 1957	.02301
February 1, 1958	General Improvement Bonds of 1958	.04782
April 1, 1958	Supplemental City Hall Note - Sinking Fund	.00922
March 1, 1959	General Obligation Bonds of 1959	.08284
March 1, 1960	General Obligation Bonds of 1960	.02910
April 1, 1961	General Obligation Bonds of 1961	.01628
		$.53200

PASSED AND APPROVED this 16th day of February, A.D., 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 277

ACCEPTING MINUTE ORDER NO. 48969 OF THE TEXAS HIGHWAY COMMISSION, DATED JANUARY 31, 1961, RELATING TO THE NORTH EXPRESSWAY, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE STATE OF TEXAS FOR RIGHT-OF-WAY PROCUREMENT IN CONNECTION WITH SAID NORTH EXPRESSWAY (U.S. 281)

* * * * * * * * * * *

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

1. The City of San Antonio hereby accepts and agrees to the terms and conditions of Minute Order No. 48969 of the Texas Highway Commission, dated January 31, 1961.

2. The Mayor is hereby authorized to execute the contractual agreement withthe State of Texas, acting by and through the Texas Highway Department, for right-of-way procurement in connection with U.S. Highway 281 between State Highway 35 and the North City Limits of the City of San Antonio. A copy of said contractual agreement is attached hereto and made a part hereof.

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

4. PASSED AND APPROVED this 16th day of February, 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

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CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT

STATE OF TEXAS X COUNTY Bexar
X PROJECT
COUNTY OF TRAVIS X HIGHWAY U.S. 281

This agreement entered into this day of , 1961, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and City of San Antonio Texas, acting by and through its duly authorized official under Ordinance dated 16th day of February, 1961, hereinafter called the City.

~~WHEREAS, the State has deemed it necessary to make certain highway improvements in conjunction with Highway No. U.S.~~

WHEREAS, the State has deemed it necessary to make certain highway improvements in conjunction with Highway No. U.S. 281 located between Interstate Highway 35 and the North City Limits of San Antonio, and which section of highway improvements will necessitate the acquisition of certain right of way, and

WHEREAS, it is agreed that such right of way purchase shall be by joing effort of the State and the City;

NOW, THEREFORE be it AGREED that acquisiton of such right of way shall be in accordance with the termsof this contract. The State hereby authorizes and requests the City to proceed with acquisiton and the State agrees to reimburse the City for its share of the cost of such right of way providing such acquisiton and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the City, will do the necessary preliminary engineering and title search in order to supply to the City the data and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The City agrees to make a determination of property values for each right of way parcel by methods acceptable to the City and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate City representative. Such tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, and (if a partial taking) damages, if any, or enhancements, if any, to the remainder. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at determined values. Such work will be performed by the City at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the State and the City that there should be waived the requirement that the City submit to the State property value determinations for any part or all of the required right of way, the City will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the City as soon as possible as to the State's determination of valur. Negotiation and settlement with the property owner will be the responsibility of the City without participation by the State. The City will deliver properly executed deeds with title in the name of the State supported by an acceptable title insurance policy for each right of way parcel involved. The costs incidental to negotiation and the costs of recording of the right of way instruments will be the responsibility of the City. The cost of title insurance will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the City and will be the City's responsibility at its own expense except as hereinafter indicated. Except as hereinafter set forth under "Excess Takings", the City should file condemnation proceedings in each case in the name of the State and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. Where it is determined to be necessary, the City may enter condemnation proceedings in its own name. Property acquired for right of way in such case will be conveyed by the City to the State supported by an acceptable title insurance policy. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject tothe conditions as hereinafter outlined under the section entitled "Reimbursement". The cost of title insurance will be the responsibility of the State.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or City in condemnation proceedings conducted on behalf of the State and fees incident thereto, will be paid by the City. Such costs and fees as are applicable to the requested right of way, with the exception of recording fees, will be eligible for 50 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the City uses the State's appriasers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appriaser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal, will be paid direct by the City, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the City shall be in accordance with the fee schedule set forth in the appraisers' contract for appraisal services with the State. Reimbursement for court costs, costs of Special Commissioners' hearings and the cost of the State's appriaser as herein set forth will not be paid by the State where the property condemned involves an excess taking, unless the State approves the excess taking.

EXCESS TAKINGS: In the event the City desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to

the property needed for right of way purposes. If the City elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the City and that portion requested by the State for right of way will be conveyed to the State. The State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the City.

DISPOSAL OF IMPROVEMENTS: It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A". Where the owner retains an improvement, which is to be moved by either the City or the owner, the maximum amount in which the State will participate is that figure derived from an application of the provisions of Administrative Order 8-57, In the event theimprovements which are in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in thename of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. Revenue derived by the State from the disposition of any improvements will be credited to the cost of the right of way procured.

RELOCATION OF UTILITIES: If the required right of way to be acquired for this project encroaches upon an existing utility located upon its own right of way acquired for utility purposes, and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity, eligibility, and approved firm commitment for the utility work prior to the actual accomplishment of such work, and reach an agreement with the owners of the utility facilities and the City on the exact limp sum amount of reimbursement based upon such prior appriasal. This agreement will be accomplished by the execution of a three party contract among the State, the City and the utility owners. The reimbursement by the City to the owners of the utility facilities will be made after proper certification has been made that the work is accomplished, said reimbursement being on the basis of the prior lump sum agreement. The State will reimburse the City in an amount equal to 50 per cent of this firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000 except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities except railroads.

FENCING REQUIREMENTS: Where fencing is to be a part of the cash considerationpaid to the property owner, the appraised estimated cost of fencing will be included in the appriasal, the recommended value and the approved value.

Where the City performs right of way fencing as a part of the total right of way consideration, the estimated cost of required fencing will not be included in the appraisal,the recommended value or the approved value for each parcel. The State and theCity will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and firm commitment of the entire fencing work to be performed on each project. The State's 50 per cent reimbursement to the City will be made after proper certification has been made that the work is accomplished and payment made therefore, said reimbursement being on the basis of the agreement. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000 except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based uponthe circumstances involved.

REIMBURSEMENT: The State will reimburse the City for right of way acquired after the date of this contract in an amount not to exceed 50 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. The State will reimburse the City in the amount of 50 per cent of the firm commitments for utility adjustments and rightof way fencing performed by the City in accordance with the terms and provisions of separate contracts to be executed. The State's reimbursement for other right of way costs are defined elsewhere in this agreement.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such proceedings and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the proceedings at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the City as provided by other provisions of this agreement.

GENERAL: It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or City; it being specifically understood that the City agrees and binds itself to make available at no cost to the State, all right of waylocated on land now owned by the City, and to convey said right of way to the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement between the State and the City.

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Sale of land ord 32127 2-20-64 Sale of land ord 32084 1-30-64 amended 34925 11-27-63 amended ord 33133 March 11, 1965

AN ORDINANCE 29, 278

APPROVING THE URBAN RENEWAL PLAN AND THE FEASIBILITY OF RELOCATION FOR CENTRAL WEST AREA, PROJECT I BEING PROJECT NO. TEXAS R. 39.

* * * * * * * * * * *

WHEREAS, under the provisions of Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and,

WHEREAS, it is provided in such Act that contracts for financial aid thereunder shall require that the Urban Renewal Plan for the respective project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan; (2) the Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; and (3) the Urban Renewal Plan conforms to a general plan for the development of the locality as a whole; and,

WHEREAS, the Urban Renewal Agency of the City of San Antonio (herein called the "Local Public Agency") has entered into a planning contract for financial assistance under such Act with the United States of America, acting by and through the Housing and Home Finance Administrator, pursuant to which Federal funds were provided for the urban renewal project (herein called the "project") identified as "Central West Area, Project I" and encompassing the area bounded by and located immediately West of the Central business district, bounded on the North by Buena Vista-Dolorosa Streets, on the East by San Pedro Creek and the M-K-T Trackage, on the South by Arsenal and El Paso Streets, and on the West by the Central Link of the Expressway, in the City of SanAntonio, County of Bexar, State of Texas, herein called the "locality"; and,

WHEREAS, the Local Public Agency has applied for additional financial assistance under such Act and proposes to enter into an additional contract with the Housing and Home Finance Agency for the undertaking of, and for making available additional financial assistance for, the Project; and,

WHEREAS, the Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and the social, cultural, and economic conditions of the Project area and has determined that the area is a slum and blighted area and that it is detrimental and a menace to the saftey, health, and welfare of the inhabitants and users thereof and of the locality at large, because it is an area within the City in which there is a predominance of improvements which are in a state of eilapidation, deterioration, and obsolescence; and which, by the reason of the presence of slum, deteriorated and deteriorating residential and non residential buildings, structures and improvements and by reason of the existence therein of insanitary, unhealthful and hazardous conditions endangers the public health, safety, morals and welfare of the inhabitants; endangers life and property by fire and disease; and due to a combination of the mentioned factors and conditions results in a condition in that area which substantially retards or arrests the provisions of a sound and healthy housing environment and thereby constitutes an economic and social liability to the City; and is therefore a menace in its present condition and use to the public health, safety, morals and public welfare of the City of San Antonio, and the members of this Governing Body have been fully appriased by the Local Public Agency and are aware of these facts and conditions; and,

WHEREAS, there has been prepared and referred to the City Council of the Locality (herein called the "Governing Body") for review and approval an Urban Renewal Plan for the Project area, dated July 21, 1960, and consisting of 30 pages and Exhibits ~~supported by the following supplementary material, data, and recommendations, which material, data, and recommendations are not a part of said Urban Rene~~ being: : Maps and documents found in Binder of Part I - Application for Loan and Grant, Central West Area, Project I.; and,

WHEREAS said Urban Renewal Plan has been approved by the Governing Body of the Local Public Agency, as evidenced by the copy of said Body's duly certified ordinance approving said Urban Renewal Plan which is attached thereto; and,

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the Locality as a whole; and,

WHEREAS the Urban Renewal Agency for the City of San Antonio, which is the duly designated and acting official planning body for the Locality, has submitted to the Governing Body its report and recommendations respecting said Urban Renewal Plan for the Project area, which has also been submitted to and approved by the Planning Commission of the City of San Antonio as prescribed by Art. 1269L-3, Sec. 7b, and has certified that said Urban Renewal Plan conforms to the said general plan for the Locality as a whole, and the Governing Body has duly considered said report, recommendation, and certification of the planning body; and,

WHEREAS said Urban Renewal Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities; and,

WHEREAS, the Local Public Agency has prepared a plan for the relocation of families that may be displaced as a result of carrying out the Project in accordance with said Urban Renewal Plan and has submitted to the Governing Body a Relocation Plan for the Project, identified as "Relocation Plan for Central West Area Project I"; and,

WHEREAS there have also been presented to the Governing Body information and data respecting the Relocation Plan which have been prepared by the Local Public Agency as a result of studies, surveys, and inspections in the Project Area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and,

WHEREAS the members of this Governing Body have general knowledge of the conditions prevailing in the Project area and of the availability of proper housing in the locality for the relocation of families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such Relocation Plan; and,

WHEREAS it is necessary that the Governing Body take appropriate official action respecting the Relocation Plan and said Urban Renewal Plan for the Project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America acting by and through the Housing and Home Finance Administrator:

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

1. It is hereby found and determined that the Central West Area Project I is a slum and blighted area and qualifies as an eligible Project area under Vernon's Annotated Civil Statutes of Texas 1269L-3.

2. Said Urban Renewal Plan for the Project aforementioned having been duly reviewed and considered, is hereby approved and the City Clerk is directed to file a copy of said Urban Renewal Plan with the minutes of this meeting.

3. It is hereby found and determined that:

a. Said Urban Renewal Plan for the Project area conforms to said general plan of the Locality;

b. A feasible method exists for the location of families or individuals who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families or individuals;

c. The Urban Renewal Plan conforms to the General plan of the City as a whole;

d. The Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise;

e. The financial aid provided and to be provided pursuant to said contract for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Urban Renewal Plan for the Project area; and

f. The proposals set forth in the Relocation Plan for the proper relocation of the families displaced in carrying out the Project in decent, safe and sanitray dwellings in conformity with acceptable standards are feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced families are at least equal in number to the number of displaced families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced families in the Project area, are available at rents or prices within the financial means of the displaced families, and are reasonably accessible to their places of employment.

4. In order to implement and facilitate the effectuation of the Urban Renewal Plan hereby approved it is found and determined that certain official action must be taken by this Body with reference, among others, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street

patterns, the location and relocation of sewer and water mains and other public facilities, and, accordingly, this Body hereby: (a) pledges its cooperation in helping to carry out such Urban Renewal Plan; (B) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said Urban Renewal Plan; and (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate said Urban Renewal Plan; and,

5. Financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project area to be renewed in accordance with the Urban Renewal Plan for the Project area and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under said Title I is hereby approved.

6. PASSED AND APPROVED this 16th day of February, 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 279

AUTHORIZING THE SALE OF FORTY (40) SAN ANTONIO GAS AND ELECTRIC REVENUE BONDS TO DITTMAR & COMPANY, INC., FOR A TOTAL CONSIDERATION OF $34,504.00, PLUS ACCRUED INTEREST THROUGH FEBRUARY 16, 1961.

* * * * * * * * * * *

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

1. The sale of the following forty (40) San Antonio Gas and Electric Revenue Bonds held by the City to Dittmar & Company, Inc., for the total sum of $34,504.00, plus accrued interest through February 16, 1961, is hereby authorized:

(a) Bond Nos. 24556 to 24585, inclusive (30);

(b) Bond Nos. 24736 to 24745, inclusive (10).

2. The Director of Finance is instructed to effectuate the sale and delivery of the bonds enumerated in Paragraph 1 above.

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

4. PASSED AND APPROVED this 16th day of February, 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 280

CONFIRMING THE APPOINTMENT OF M. J. GONZALEZ TO THE FIREMAN'S AND POLICEMAN'S CIVIL SERVICE COMMISSION.

* * * * * * * * * * *

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

1. The City Manager's appointment of M. J. Gonzalez as a member of the Fireman's and Policeman's Civil Service Commission, to fill the vacancy created by the resignation of Roy Padilla, is hereby confirmed.

2. PASSED AND APPROVED this 16th day of February, 1961.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 281

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SMITH & MOORE, INC., TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN TREES AND SHRUBS FOR A TOTAL OF $2,815.12.

* * * * * * * * * * *

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

1. The attached low qualified bid of Amith & Moore, Inc., dated February 10, 1961, to furnish the City of San Antonio, Department of Parks and Recreation with certain trees and shrubs for a total of $2,815.12, net be accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 282

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS, SIGN SHOP FOR A TOTAL OF $6,521.77.

* * * * * * * * * * *

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

1. THAT the Director of Finance be authorized to purchase certain items of Scotchlite from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio, Department of Public Works - Building Maintenance Sign and Paint Shop for a total of $6,521.77.

2. This is the sole source of supply of this particular items.

3. Payment to be made from Fund 6-01, Code 6-22.

4. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - -

AN ORDINANCE 29, 283

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE CLEGG COMPANY TO FURNISH CERTAIN FIESTA SAN ANTONIO INVITATIONS FOR A TOTAL OF $1,500.00

* * * * * * * * * * *

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

1. The attached low qualified bid of the Clegg Company, dated February 17, 1961, to furnish the City of San Antonio Civic Advertising with certain fiesta invitations for a total of $1,500.00 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Civic Advertising, Account No. 19-02-01.

3. This is the only bid received.

4. PASSED AND APPROVED this 23rd day of Febraury, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City CLerk

- - -

AN ORDINANCE 29, 284

MANIFESTING A CONTRACT BETWEEN THE CITY AND VELMA AWALT FOR THE FOOD CONCESSION AT CITY HALL ANNEX.

* * * * * * * * * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Velma Awalt, hereinafter called "Concessionaire", as follows:

a. Concessionaire is hereby granted the exclusive privilege, for a period beginning February 23, 1961, and ending February 22, 1962, of operating a food concession at City Hall Annex, 406 Dolorosa Street, San Antonio, Texas. The privilege hereby granted shall be exercised only in the area, hereinafter called "concession area" shown on the plat attached to Ordinance No. 27280, and the physical arrangements shall be as shown on said plat. City will not, during the term of this contract, enter into any agreement with any other person, persons or organization for the operation of a food concession at the City Hall Annex.

b. Concessionaire, upon written approval of the City may set up machine type food, drink, cigarette, etc., dispensers in the City Hall Annex Building. Concessionaire, in order to attain this approval, will make written to the City Purchasing Agent, stating the proposed location, type and make of machine or machines to be used.

c. City shall furnish all gas, water and electricity for the ordinary and usual operation of the food concession. Concessionaire, however, will furnish all connections, materials, etc., to the necessary utilities toreceive the mentioned gas, water ans electricity.

d. Concessionaire shall provide sufficient food concession employees to adequately service this concession and its patrons. These said employees shall wear neat unforms while on duty and shall conduct themselves with courtesy and propriety at all times in their dealings with patrons of the concession and all other persons at the City Hall Annex. Employees whose conduct is discourteous or objectionable on any reasonable ground, shall be removed by the Concessionaire on the written request of the City Purchasing Agent. Concessionaire shall operate and maintain this food concession at the prescribed location meeting with the following special requirements:

(1) Concessionaire will comply with all City building, plumbing and electrical codes and regulations in the installation and maintenance of this concession.

(2) Concessionaire will abide by all City regulations, rules, codes, ordinances and charter provisions; and all County, State and Federal laws applicable to food establishments of this type. This applies to the installation period as well as to the period of operation of this concession.

(3) Concessionaire will prepare all foods in the concession area set out for the cooking and preparation of foods on the attached plat. No prepared food will be brought into the Annex Building. No food prepared in the Annex Building will be taken out for use in other concessions under the jurisdiction of Concessionaire.

(4) Concessionaire will provide seating arrangements for a minimum of 100 persons.

(5) A self service type of operation for the serving and dispensing of food from the counter or serving area to the dining area will be acceptable. However, Concessionaire will pick up and clear all dishware, etc. from tables after patrons vacate same. Sufficient help must be employed at all times to keep tables clean and clear immediately after patrons leave same.

(6) Concessionaire will be solely responsible for the custodial upkeep of the entire concession area and those areas in the Annex Building where written permission is given Concessionaire to operate machines. All custodial and disinfectant supplies must be approved by the City Purchasing Agent before being used by the Concessionaire.

(7) Concessionaire will operate this concession in the Annex Building every working day scheduled by the City from 7:00 A.M. to 5:00 P.M. Normal working schedule is Monday through Friday, excluding holidays as set

by the City Council.

(8) Concessionaire may, with approval from the City Purchasing Agent, erect or set up suitable signs.

(9) Concessionaire may not use the concession area for any other purposes but that of operating a food concession for the employees of the Annex Building.

(10) Concessionaire may not assign the privilege granted herein without the written consent of the City Council of the City of San Antonio.

(11) All menus and prices proposed by Concessionaire in the operation of this privilege must be approved by the City Purchasing Agent before being put into effect.

(12) Concessionaire shall furnish to the City a Public Liability Insurance Policy, a copy of which shall be filed with the City Clerk. The minimum terms of said policy shall be as follows:

(a) It shall name the City of San Antonio as co-insured.

(b) The limits of liability shall be $10,000 per person and $20,000 per accident in case of bodily injuries; the limits in case of property damage shall be $10,000.

(c) The policy shall expressly provide for 30 days' written notice to be given City by the insurer of any proposed cancellation of said policy.

(13) Concessionaire agrees to use only mechanically or electrically operated cash registers dispensing printed receipts and visibly showing charges made.

e. Concessionaire agrees to pay City four (4) per cent of its gross receipts realized from the operation of said concession. The term "gross receipts," as used herein, means the aggregate amount of all money and the value of any goods, services or other things of value received by Concessionaire in payment for food concession items or for any services rendered by Concessionaire in connection therewith. If the gross receipts for the term of this contract exceed $25,000.00, Concessionaire shall pay to City six and one-half (6½) per cent of all gross receipts in excess of $25,000.00.

f. Concessionaire shall keep adequate books and records maintained in accordance with accepted accounting principles and procedures. City's agents shall have the right, at any and all reasonable times, to inspect said books and records for the purpose of confirming or verifying the accuracy of the reports filed by Concessionaire.

g. Payments of the percentage of "gross receipts" mentioned in Paragraph (e) will be made by Concessionaire to City on a monthly basis not later than the 15th day of the month succeeding for the month for which payment is due. Concessionaire will submit with said payments a detailed sworn statement showing the "Gross receipts" from the operation of this food concession during the preceeding calendar month. City may require additional information to accompany said payments.

h. All improvements constructed by City pursuant to Paragraph 13 of Ordinance No. 27280 are and shall remain the property of City.

i. It is expressly understood and agreed that Concessionaire shall never be considered as the agent or servant of the City, but shall be solely an independent contractor; and Concessionaire herein further agrees to hold the City harmless from any and all claims, damages or causes of action of any kind or character arising under this contract or as a result of Concessionaire's operation and performance under this contract.

2. The foregoing instrument in writing constitutes the entire agreement for this contract, there being no other written or parole agreement with any officer or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

3. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

4. Accepted in all things by the undersigned this day of , A.D. 1961.

Velma Awalt
Concessionaire

AN ORDINANCE 29, 285

FORFEITING THE 3% BID DEPOSIT OF GILLESPIE MOTOR COMPANY IN THE AMOUNT OF $1,984.74 FOR FAILURE TO DELIVER CERTAIN TRUCKS PURCHASED BY THE CITY IN ORDINANCE NO. 29159.

* * * * * * * * * * *

WHEREAS, the City purchased 27 trucks from Gillespie Motor Company in Ordinance No. 29159, passed and approved December 23, 1960; and,

WHEREAS, Gillespie Motor Company has failed to deliver said trucks on the prescribed delivery date - February 10, 1961; NOW, THEREFORE,

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

1. The 3% bid deposit in the amount of $1,984.74 made by Gillespie Motor Company in conjunction with its bid on 27 trucks accepted by the City in Ordinance No. 29159 is hereby forfeited.

2. The City Clerk is directed to forward the bid deposit forfeited in Paragraph #1 above to the Finance Director for deposit in the General Fund of the City.

3. The act of the Purchasing Agent in advertising for bids for the purchase by the City of trucks needed by the City of San Antonio as a result of the forfeiture of the above-mentioned contract is hereby ratified.

4. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 286

GRANTING PERMISSION TO ARTHUR G. FISCHER 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 Arthur G. Fischer and wife, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions;

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

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

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

NUMBER 207 Canterbury Hill Street, LOT Eighteen (18)

BLOCK Twenty-Three (23), NCB 5742, City of Terrell Hills

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

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary 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 23rd day of February, A.D. 1961.

J. EDWIN KUYKENDALL, M A Y OR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 287

GRANTING PERMISSION TO LEO CRANE 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 Mr. & Mrs. Leo Crane, 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 110 Sheraton STREET, LOT 15

CO. BLOCK 5742 Blk. 5 Terrell Hills, Texas

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

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

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

PASSED AND APPROVED this 23rd day of February, A.D. 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 288

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT, EXPRESSWAY SOUTH SECTION PROJECT AND LOOP 13 PROJECT.

* * * * * * * * * * *

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

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

INTERNATIONAL AERIAL MAPPING COMPANY
127 Airport Boulevard
San Antonio 12, Texas . . . . . the sum of- $ 50.00

for maps on Airport Section -- Parcel 2562.

WILLIS A. PORTER
814 West Hildebrand
San Antonio, Texas . . . . . .the sum of- $400.00

for services of preparation and consultation on condemnation case, Parcel 2562.

2. The following sum is hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Fund #478-01, Expressway South Section Project, in payment for statement attached hereto:

FRED HUNTRESS, Clerk County Court at Law #1
Bexar County Court House
San Antonio 5, Texas . . . . . .the sum of- $ 18.35

Bill of costs on Cause #46,370, Parcel 516.

3. The following sums are hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund #479-12, Loop 13 Project, in payment for statements attached hereto:

LEHR BROS.
Alamo National Building
San Antonio 5, Texas . . . . . .the sum of- $237.50

for services as appriaser on Parcel 16-3743.

RALPH E. LEHR
Alamo National Building
San Antonio 5, Texas . . . . . .the sum of- $125.00

for services as appriaser and counselor on Parcel 16-3743.

R. ROBERT LOZANO
1007 West Houston
San Antonio, Texas . . . . . the sum of- $ 75.00

for services as Commissioner on Condemnation case - Parcel 16-3743.

TOM NG
229 South Santa Rosa
San Antonio, Texas . . . . . .the sum of- $ 75.00

for services as commissioner on Condemnation case - Parcel 16-3743.

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

for services as commissioner in Condemnation case - Parcel 16-3743.

4. PASSED AND APPROVED this 23rd day of February, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y OR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 289

APPROPRIATING $8,500.00 OUT OF THE NAMED FUND FOR THE PURCHASE OF A PARCEL OF LAND AND ACCEPTING VARIOUS DEDICATIONS OF PROPERTY, ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

* * ** * * * * * * *

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

1. $8,500.00 is hereby appropriated out of Street Improvement Bonds 1957 Account No. 479-10 payable to the Texas Title Guaranty Company, Inc., as escrow agent for Enla Adelia Rose Rockwell and Harry D. Rockwell, Sr., for all of Lots 1 and 2, New City Block 7850, Harlandale Acre Tract #2, San Antonio, Bexar County, Texas, Said parcel of land is being acquired in connection with the Commercial Avenue Street Widening Project, Parcel No. 4194.

2. The easement dedication from the San Antonio River Authority to certain parcels of land, all of which are described in the accompanying easement dedication which is incorporated herein by reference is hereby accepted. Project 58A, Parcel Nos. 3971, 4005, and 4008.

3. The easement dedication from Ray Ellison described in the accompanying easement which is incorporated herein by reference is hereby accepted.

4. The easement dedication from Easthill Park, Inc., described in the accompanying easement which is incorporated herein by reference is hereby accepted.

5. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y OR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 290

AUTHORIZING EXECUTION OF A CONTRACT IN CONNECTION WITH THE CHILD WELFARE PROGRAM.

* * * * * * * * * * *

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

1. The City Manager is hereby authorized to execute a contract, a copy of which is attached hereto and made a part hereof, with the County of Bexar and the Bexar County Child Welfare Board, relative to the operation of a Child Welfare Program.

2. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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STATE OF TEXAS

COUNTY OF BEXAR

Whereas the Commissioners Court of Bexar County, Texas; the City Council of the City of San Antonio, Texas; and the Bexar County Child Welfare Board have previously, and for the year beginning 1-1-60 and ending 12-31-60, contracted to operate a Child Welfare Program through the Department of Welfare of the City of San Antonio, Texas and

Whereas it is in the best interest of the citizens of Bexar County, Texas to continue said Child Welfare Program, and

Whereas the Commissioners Court of Bexar County, Texas has appropriated the sum of $45,000 for the operation of a Child Welfare Program for the calendar year, 1961, and

Now, Therefore, the parties hereto, which include the County of Bexar, Texas, hereinafter referred to as County; the Bexar County Child Welfare Board, hereinafter referred to as Board; and the City of San Antonio, Texas , hereinafter referred to as City, do agree and contract as follows:

1. The City agrees to administer said Child Welfare Program through the Child Welfare Division of the Department of Welfare of the City. The Administrator of said Department of Welfare shall serve as Administrator of said Child Welfare Program and shall be responsible for investigating the status of alleged dependent and neglected children residing in Bexar County, Texas; for the keeping of records necessary to the service; for administration of services and care to such children; and for the carrying out of appropriate policies of the County,

2. The City agrees to continue supplying office space and utilities to house Child Welfare staff, and the services of said Administrator.

3. Since employees of said Child Welfare Program are to have the status and benefits of City employees, said Child Welfare employees are subject to all the same personnel policies as all other City employees.

4. The Board shall have the power to determine the nature and scope of the services to be given, subject to financial limitations imposed by the annual appropriation of the Commissioners Court plus any other revenues the Child Welfare Division may from time to time receive, and subject to the limitations of applicable State and Federal Statutes and State licensing standards.

5. The Board shall have the power, in consultation with the Administrator, to allocate funds appropriated by the Commissioners Court among the various operating accounts, giving prudent attention to the efficient and effective operation of the program.

6. The City agrees to furnish the same general administrative services to the said Child Welfare Division as are given to other City operating Departments and Divisions.

7. The County agrees, subject to and within the limits of the County annual appropriation for Child Welfare Services and the approved operating budget, to reimburse the City for expenditures other than the salary of said Administrator, for office space, or for utilities, necessary to the provision of said Child Welfare Services in the manner hereinafter provided.

8. It is agreed by the parties hereto that the said Administrator shall furnish monthly itemized reports, which shall constitute bills for service, to the County Auditor with copies to the County Judge, the County Commissioners, the City Manager, the City Finance Department, and the Chairman of the Board. Said reports shall be submitted on or before the fifteenth day of each month and shall show substantially the following:

   (a) The amount spent during the previous month for care of dependent and neglected children.

   (b) The amount spent for administrative costs during the previous month.

   (c) The number of children served and the characteristics of their problems.

   Upon receipt of such reports, the Commissioners Court, within five days thereafter shall authorize reimbursement of the City for the total of such expenditures.

9. It is agreed that said Child Welfare Service shall be provided dependent and neglected children living within the geographical confines of Bexar County, Texas.

10. It is agreed that this contract shall be in force for the period beginning January 1, 1961 and ending December 31, 1961 and that it may be renewed and/or revised upon mutual consent of the parties hereto. It is agreed that negotiations for renewal of this contract shall be completed on or before November 1, 1961.

In Witness Whereof, this agreement has been duly executed by the County of Bexar on the 3rd day of February, 1961; by the City of San Antonio on the day of , 1961; and by the Bexar County Child Welfare Board on the day of , 1961.

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462

A RESOLUTION

ACCEPTING THE GIFT OF FOUNTAIN EQUIPMENT FOR
SAN PEDRO PARK FROM "FOUNTAINS, SAN ANTONIO,"
A NON-PROFIT ORGANIZATION.

* * * * * * *

WHEREAS, "Fountains, San Antonio," has offered to pay the entire cost of equipping the fountain in San Pedro Park by Theatre Drive with light, pumps and other equipment; and,

WHEREAS, it is the recommendation of the Director of Parks and Recreation that the City co-operate in the re-activation of said fountain; NOW, THEREFORE:

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

1. The City does hereby accept the proposal of "Fountains, San Antonio," a non-profit organization, for the placing of equipment and the re-activation of the fountain in San Pedro Park by Theatre Drive, and the City does hereby express its appreciation to said organization for the gift accepted herein.

2. PASSED AND APPROVED THIS 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 291

AUTHORIZING THE CITY PUBLIC SERVICE BOARD TO
INSTALL A TRANSMISSION TOWER ON A CITY-OWNED
TRAFFIC ISLAND AT LAMAR AND NINTH STREET.

* * * * * * * * * *

WHEREAS the City Public Service Board has requested permission to erect a transmission tower on a small, city-owned traffic island at Lamar and Ninth Street; and,

WHEREAS the installation of said tower has been approved by the City Traffic Engineer; NOW, THEREFORE:

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

1. The City Public Service Board is hereby permitted to erect a transmission tower on the city-owned traffic island at Lamar and Ninth Street.

2. The right is expressly reserved to the City to terminate said grant then deemed inconsistent with the public use of the property by the City or when the same may become a nuisance.

3. This permission is granted on the condition that the City Public Service Board agrees to indemnify and hold harmless the City of San Antonio for any damages, claims or accidents of any nature whatsoever which might result from the location of this tower on City property.

4. A further condition of this grant is that should the City Council determine the necessity of moving the mentioned tower at a later date, the City Public Service Board shall be responsible for the cost of such move.

5. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

6. ACCEPTED IN ALL THINGS BY THE UNDERSIGNED THIS day of , 1961.

CITY PUBLIC SERVICE BOARD

- - -

AN ORDINANCE 29, 292

AUTHORIZING THE CITY MANAGER TO EXECUTE AN
APPLICATION TO THE UNITED STATES OF AMERICA
(FEDERAL AVIATION AGENCY) FOR A GRANT OF

FEDERAL FUNDS FOR THE DEVELOPMENT OF CERTAIN TAXIWAYS AND REMODELING OF BUILDINGS AT THE SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * * * * * *

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

1. The City Manager is hereby authorized to execute a Project Application to the United States of America (Federal Aviation Agency) for the grant of Federal funds for the purpose of aiding and financing the following projects at the San Antonio International Airport:

(1) Construct high-speed taxiway runway 12-30
(2) Overlay taxiway #6
(3) Overlay taxiway #11
(4) Overlay taxiway #9 & light
(5) Overlay taxiway #14 & light
(6) Rehabilitate and remodel Government office-Terminal Annex.

2. The Project Application is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY
PROJECT APPLICATION
(For Federal Aid for Development of Public Airports)

PART I - PROJECT INFORMATION

The City of San Antonio, Texas (herein called the "Sponsor") hereby makes application to the Regional Administrator of the Federal Aviation Agency, Region 2 (herein called the Regional Administrator"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the San Antonio International Airport (herein called the "Airport") located in San Antonio, State of Texas.

It is proposed that the Project cosist of the following described airport development:

1. Construct high-speed taxiway runway 12-30
2. Overlay taxiway #6
3. Overlay taxiway #11
4. Overlay taxiway #9 & Light
5. Overlay taxiway #14 & light
6. Rehabilitate and remodel Government office-Terminal Annex.

all as more particularly described on the property map attached (hereto as Exhibit "A"), and in the plans and specifications submitted to the Regional Administrator on which are made a part hereof.

The following is a summary of the estimated costs of the project:

Item	Total Estimated Cost	Estimated sponsor's share of cost		Estimated federal share of cost	
		Amount	Percent	Amount	Percent
1. Land Costs	$-----	$-----	----	$------	----
2. Construction Costs	193,686				
3. Engineering and Supervsion Costs	11,006				
4. Administrative Costs	--------				
5. Total of 2,3, and 4 above	204,692	$102,346		$102,346	
6. Contingencies	18,898	9,449		9,449	
7. Total all estimated Project costs (ITems 1,5,and 6)	$223,590	$111,795		$111,795	

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority. - The Sponsor has the legal power and authorityY: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulation; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds. - The Sponsor now has on deposit, or is in a position to secure, $111,795 for use in defraying the costs of the Project. The present status of these funds is as follows:

Airport improvement fund

3. Approvals of Other Agencies. - THe Project has been approved by all non-Federal agencies whose approval is required, namely:

Department of Public Works, City of San Antonio

4. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the defelopment, operation, or maintenance of any airport, except as stated herewith:

None

5. Possible Disabilities. -There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

6. Land. - The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforemnetioned property map designated as Exhibit "A":

Tract A, Original Airport Property (prior to Proj. 5608), Owned in -Fee-simple
Tract B, Acquired or Being Acquired in Proj. 5608
Tract C, Easement Acquired in Proj. 5608
Tract D, Acwuired of Being Acquired in Proj. 5709
Tract E, Acquired or Being Acquired in Proj. 6012 (transf. from Proj. 5608)
Tract F, Acquired or Being Acquired in Proj. 6012
Tract G, Easement or Fee-simple Title to be Acquired in Proj. 6012

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

PART III - SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Regional Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the vacilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Projcet.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agreed that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kings, and classes: PROVIDED That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: AND PROVIDED FURTHER, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such axtion is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 308 of the Federal Aviation Act of 1958. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise,

or grant to any person, firm or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to rurnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: PROVIDED, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to colume purchasers.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection a, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection a.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfer with its use for airport purposes: PROVIDED, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; AND PROVIDED FURTHER, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and eforecement of zoning regulations, prevent the construction, erection, alteration, or growth or any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1950. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the Regional Administrator, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Regional Administrator, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (Counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative

weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the Regional Administrator, the Sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be determined by the Regional Administrator to be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities, and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary to establish and maintain at the airport for such purposes: PROVIDED, HOWEVER, That the amount of space the Sponsor may be required to furnish for such purposes, and on such conditions, shall not be in excess of the maximum amounts prescribed in the Grant Agreement relating to the Project. Such space or any portion thereof will be made available as provided herein within six months after receipt of written request from the Regional Administrator. Additional Building space for such purposes may be furnished to any civil agency of the United Statesupon such terms as may be agreed upon between such civil agency and the Sponsor.

10. The Sponsor will furnish the Regional Administrator with such annual or special airport financial and operational reports as he may reasonably request. Such reports may be submitted to the Regional Administrator on forms furnished by him, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the Regional Administrator upon reasonable request. The Sponsor will furnish to the Regional Administrator, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the Regional Administrator to be eligible under the Act and the Regulations to assume ~~a~~ such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arragnement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification thereof, shall be subject to the approval of the Regional Administrator, which approval shall be evidenced by the signature of the Regional Administrator or his authorized representative on the face of the master plan layout. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the master plan layout as so approved by the Regional Administrator, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. (a) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interests in the following areas of land on which such construction work is to be performed, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A",

None

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas oa land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of ~~the~~ the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

Tract G either easement or acquisition or both, in Project 9-41-080-6012

14. If at any time it is determined by the Regional Administrator that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 3 of Part II and paragraphs 13(a) and 13(b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modigy said right or claim of right in a manner acceptable to the Regional Administrator.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

PART IV - PROJECT AGREEMENT

If the Project or any portion thereof is approved by the Regional Administrator, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Regional Administrator, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this day of , 1961.

/s/ L. H. Andrews
City Manager

AN ORDINANCE 29, 293

AUTHORIZING THE PLACEMENT OF MUNICIPAL ADVERTISING IN NATIONAL PUBLICATIONS AND AUTHORIZING PAYMENT OF $2934.39 OUT OF ACCOUNT #19-02-01 TO CLAUDE ANIOL & ASSOCIATES IN CONNECTION THEREIWTH.

* * * * * * * * * * *

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

1. The placing of the following municipal advertising in the stated national publications is hereby authorized, and payment of $2934.39 out of Account #19-02-01 to Claude Aniol & Associates is authorized as follows:

Art Work, layout, illustrations and negatives for Life in Mexico ad "Beinvenido, Vecino Nuestro", February 6	$ 133.10
Revise city of San Antonio ad "Added Attractions that will Build Added Attendance" to run in SALES MEETINGS publication in January	70.83
Layout and finished art, photo retouching, copper combination plates for 2 color ad "Where else but Texas..." to run in NATIONAL GEOGRAPHIC	161.97
Layout, finished art, one combination zinc etching and 23 mats for newspaper ad "This Free Color Book Pictures the Alamo etc." December	127.21
Layout, finished art, one combination zinc etching and 23 mats for newspaper ad "ENJOY A HAPPY HISTORIC HOLIDAY IN SAN ANTONIO" December	139.06
Art work, layout, illustrations and negatives for LIFE in Mexico ad "Un Mundo aparte en culture" for Jan. 23	127.22
Redbook Magazine, 1/3 page, April 1961	1980.00
1/4 page ad LIFE EN ESPANOL, January 23	65.00
February 6	65.00
February 20	65.00
TOTAL:	$2934.39

2. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 294

AUTHORIZING THE PAYMENTOF THE SUM OF $2,520.00 OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CONSTRUCTED SANITARY SEWERS.

* * * * * * * * * * *

WHEREAS the policy of the City of San Antonio has been to permit individuals to construct sanitary sewer lines at their own cost and expense; and,

WHEREAS it has also been the policy of the City of San Antonio to cooperate with said parties in the recovery of their capital outlay and expense for the construction of said lines, by allowing said private parties to charge fees for connections to said lines until the costs of construction were recovered; and,

WHEREAS it is now the intent of the City of San Antonio to settle all agreements made pursuant to this policy by the payment of 60% of unrecovered costs; NOW, THEREFORE:

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

1. $2,520.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund #204, payable to the MISSIONARY SOCIETY OF OBLATE FATHERS of San Antonio, Bexar County, Texas, in full and final settlement of all rights and claims the above named party is asserting, to collect fees for connections made to particular privately constructed sanitary sewer lines. The settlement agreement signed by the above-mentioned party is incorporated herein and made a part hereof by reference and is hereby accepted.

2. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 295

APPROPRIATING $4,500.00 OUT OF STREET IMPROVEMENT BOND FUND, SERIES 1956, #479-01 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE FINAL JUDGMENT IN CONDEMNATION CAUSE NO. 51,028.

* * * * * * * * * * * *

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

1. The sum of $4,500.00 is hereby appropriated out of Street Improvement Bond Fund, Series 1956, #479-01 payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of William N. Faulk, Lamy F. Faulk and Ann L. Faulk, according to their respective interests as may be determined by the Court, said sum respective interests as may be determined by the Court, said sum being the final judgment of damage in Condemnation Cause No. 51,028, City of San Antonio vs. William N. Faulk, et al, in County Court at Law No. 2 of Bexar County, Texas. Parcel #3026A, Project #22.

2. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 296

AUTHORIZING EXECUTION OF A QUITCLAIM DEED TO THE WEST 255.4 FEET OF LOT 10, N.C.B. 174, TO SEYMOUR DREYFUS, ET AL.

* * * * * * * * * * * *

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

1. The execution of a quitclaim deed to the West 255.4 feet of Lot 10, N.C.B. 174, San Antonio, Texas, to Seymour Dreyfus and wife, Jane Kallison Dreyfus, James Kallison and wife, Ruth Kallison, and Jack Kallison is hereby authorized.

2. Said deed may be executed by the City Manager, the Assistant City Manager, or the Chief Administrative Assistant to the City Manager.

3. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 297

AMENDING SEC. 10-52 (c) oF THE CITY CODE TO DECREASE THE FEE FOR THE OCCUPANCY OF PUBLIC WAY WHILE BUILDINGS ARE UNDER CONSTRUCTION.

* * * * * * * * * * * *

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

1. Sec. 10-52 (c) of the City Code is hereby amended to read as follows:

"...(c) Applicant shall pay a fee for the occupancy of such public way as follows:

(1) For public alley and public sidewalk space occupied, no fee.

(2) For area of the traveled portion of a street from the curb or boundary, a fee of two-tenths of one cent per square foot per day or fraction thereof."

2. The new fee provided for in the amendment to the City Code adopted in Paragraph 1 above shall apply to all users of public right-of-way obtaining building permits subsequent to the effective date of this ordinance.

3. An emergency exists for the immediate preservation of the public peace, property, health, welfare, and safety, requiring that this ordinance become effective immediately; therefore, upon passage, this ordinance, by an affirmative vote of six (6) members of the City Council, shall be effective from and after the date of its passage as provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 23rd day of February, 1961 .

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 29, 298

APPROVING THE UNDERTAKING OF A GENERAL NEIGHBORHOOD PLAN AS PROJECT NO. 2 BY THE URBAN RENEWAL AGENCY FOR THE CITY OF SAN ANTONIO AND AUTHORIZING SAID BODY TO FILE AND APPLY FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSE.

* * * * * * * * * * *

WHEREAS, under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to extend financial assistance to localities in the elimination and prevention of the spread of their slums and urban blight through the planning and undertaking of urban renewal projects; and

WHEREAS, under Section 102(d) of said Title I, the Housing and Home Finance Administrator may make advances of funds for the preparation of General Neighborhood Renewal Plans for urban renewal areas of such scope that the urban renewal activities therein may have to be carried out in stages over a period of not more than 10 years; and

WHEREAS, it is desirable and in the public interest that the Urban Renewal Agency of the City of San Antonio prepare such a General Neighborhood Plan in the area proposed as an Urban Renewal Area situated in the City of San Antonio, County of Bexar, State of Texas, and described as follows:

BEGINNING at the intersection of Buena Vista and San Pedro Creek;

THENCE North with the meanderings of the San Pedro Creek to the Missouri-Pacific Railroad tracks, South along the Missouir-Pacific Railroad tracks to Buena Vista Street, West on Buena Vista Street to Alazan Creek, South with the meanderings of Alazan Creek to San Marcos Street;

THENCE South on San Marcos Street to Tampico Street, East on Tampico Street to the central link of the expressway system;

THENCE North on the central expressway system to Buena Vista Street;

THENCE East on Buena Vista Street to PLACE OF BEGINNING, containing approximately 368 acres;

NOW, THEREFORE,

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

1. The proposed Urban Renewal Area described above is an area of such scope that it is estimated that the urban renewal activities therein may have to be carried out in stages over a period of not more than 10 years.

2. The undertaking by the Urban Renewal Agency of the City of San Antonio of the preparation of a General Neighborhood Renewal Plan for the proposed Urban Renewal Area described above is hereby approved.

3. It is cognizant of the intention of the Urban Renewal Agency of the City of San Antonio to undertake an urban renewal project promptly upon completion of the General Neighborhood Renewal Plan and the preparation of an urban renewal plan for such project, which project shall embrace at least 10 percent of the Urban Renewal Area and shall be of the character contemplated by Section 110(c) of said Title I.

4. It is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal assistance under Title I, including the requirements that a General Neighborhood Renewal Plan conform to the Workable Program of the community, as set forth in Section 101(c) of Title I, and to a general plan of the locality as a whole, as well as those requiring a feasible method of relocation and the provision of necessary local grants-in-aid.

5. It is the intention of this body that the General Neighborhood Renewal Plan will be used to the fullest extent feasible as a guide for the provision of public improvements in such Area and that the Plan will be considered in formulating codes and other regulatory measures affecting property in the Area and in undertaking other local governmental activities pertaining to the development, redevelopment, rehabilitation, and conservation of the Area.

6. The Urban Renewal Agency of the City of San Antonio is hereby authorized to apply for an advance of funds from theUnited States for the preparation of a General Neighborhood Renewal Plan for the Urban Renewal Area described above and said filing is hereby approved.

7. PASSED AND APPROVED this 23rd day of February, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City CLerk

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AN ORDINANCE 29, 299

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 re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1118) The rezoning and reclassification of property from "B" Residence District to "E" Office District as follows: Lot 3, NCB 9724.

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 providedin 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 2nd day of March, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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