

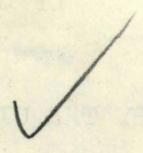
2. All premiums due on said policy shall be paid by the employees involved. Said premiums may be deducted from the salary of the employees pursuant to written authorization from each employee.

3. PASSED AND APPROVED this 18th day of August, A. D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 815



ADOPTING A PLUMBING CODE, DEFINING TERMS USED HEREING; REQUIRING A PERMIT FOR THE DOING OF ANY PLUMBING WORK AND PRESCRIBING THE FEES THEREFOR; PROVIDING FOR THE INSPECTION, AND REQUIRING THE APPROVAL, OF PLUMBING INSTALLATIONS; CREATING A PLUMBING APPEALS AND ADVISORY BOARD AND PRESCRIBING THE POWERS AND DUTIES THEREOF; PROVIDING FOR THE LICENSING AND BONDING OF PLUMBERS; PRESCRIBING RULES AND REGULATIONS FOR THE INSTALLATION OF PLUMBING EQUIPMENT AND FIXTURES; REQUIRING CONNECTIONS TO THE PLUMBING SYSTEM AND TO THE PUBLIC SEWER SYSTEM, EXCEPT IN CERTAIN ENUMERATED INSTANCES; PRESCRIBING THE KIND, QUALITY AND WEIGHT OF MATERIALS WHICH MAY BE USED AND PROVIDING A MEANS FOR THE APPROVAL OF ALTERNATE MATERIALS; PRESCRIBING THE TYPES OF JOINTS AND CONNECTIONS PERMITTED AND PRESCRIBING THE METHOD OF INSTALLATION; PROHIBITING THE USE OF CERTAIN JOINTS AND CONNECTIONS; REGULATING THE INSTALLATIONS OF TRAPS, CLEANOUTS, INTERCEPTORS, SEPARATORS AND BACKWATER VALVES; PRESCRIBING MINIMUM FACILITIES WHEREVER PLUMBING FIXTURES ARE INSTALLED; PRESCRIBING THE METHOD OF SUPPORTING AND SECURING PIPING; REGULATING THE INSTALLATION OF INDIRECT WASTE PIPES, AIR GAP OR BACKFLOW PREVENTORS, RECEPTORS, CONDENSERS AND SUMPS; PROVIDING FOR THE METHOD OF HANDLING ACID AND SPECIAL WASTES; REGULATING THE INSTALLATIONS OF WATER SUPPLY AND DISTRIBUTION SYSTEMS AND PRESCRIBING RULES AND REGULATIONS FOR THE PROTECTION OF POTABLE WATER SUPPLY; PRESCRIBING THE TYPE OF MATERIALS TO BE USED IN, AND THE METHOD OF INSTALLING, DRAINAGE SYSTEMS; PRESCRIBING RULES AND REGULATIONS FOR THE INSTALLATION OF VENTS AND VENTING SYSTEMS; REGULATING THE METHOD OF DISCHARGING WASTE WATER FROM SWIMMING POOLS; PRESCRIBING RULES AND REGULATIONS FOR PLUMBING FACILITIES ON TRAILERS AND IN TRAILER COURTS; PRESCRIBING RULES AND REGULATIONS GOVERNING THE INSTALLATION OF GAS FITTINGS, INCLUDING SPECIFICATIONS RELATING TO THE USE OF MATERIALS, MANNER OF MAKING CONNECTIONS, LENGTH OF PIPE AND NUMBER OF OPENINGS FOR GAS APPLIANCES, AND THE METHOD OF SIZING GAS PIPING; PROVIDING PENALTIES FOR THE VIOLATIONS OF THIS ORDINANCE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING THAT THE EFFECTIVE DATE HEREOF SHALL BE OCTOBER 1, 1960.

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

1. Chapter 30 of the City Code is hereby amended to read as follows:

Chapter 30.

PLUMBING CODE

Article I. Title, Scope and Definitions

Sec. 30-1. Title.

The provisions embraced in the following divisions and sections of this chapter of the City Code shall constitute and may be cited as "The Plumbing Code of the City of San Antonio."

Sec. 30-2 Scope.

The provisions of this Plumbing Code shall apply to every plumbing installation, including alterations, repairs, equipment, appliances, fixtures, fittings, and appurtenances thereto within the City of San Antonio. Provided, however, that existing plumbing, gas and water installations which meet all requirements of applicable ordinances in effect at the time of installation will not require change or modification.

Sec. 30-3. Construction.

This Plumbing Code shall in all cases be construed to secure and promote the public health, sanitation, safety and general welfare.

Sec. 30-4. Definitions.

For purposes of this Plumbing Code, the following words and terms shall have the meaning indicated:

Director- Whenever the term "Director" is used herein, it shall be construed to mean the Director of Housing and Inspections or his authorized representative.

Assistants- Shall be construed to mean the Plumbing Inspectors.

Air Gap- An air gap in a water-supply system is the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood-level rim of the receptable.

Anchors- See Supports.

Approved- Approved means accepted or acceptable under an applicable specification stated or cited in this code, or accepted as suitable for the proposed use under procedures and powers of the Director.

Area Drain- An area drain is a receptable designed to collect surface or rain water from an open area.

Backflow- Backflow is the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source. (See back-siphonage.)

Backflow Connection- A backflow connection or condition is any arrangement whereby backflow can occur.

Backflow Preventor- A backflow preventer is a device or means to prevent backflow into the potable water system approved by the Texas State Department of Health.

Back-Siphonage- Back-Siphonage is the flowing back of used, contaminated, or polluted water from a plumbing fixture or vessel into a water-supply pipe due to a negative pressure in such pipe. (See backflow.)

Battery of Fixtures- A "battery of fixtures" is any groups of two or more similar adjacent fixtures which discharge into a common horizontal waste or soil branch.

Board- When used along in this Code shall apply to the Plumbing Appeals and Advisory Board as defined in Section 30-19.

Boiler Blow-off- A boiler blow-off is an outlet on a boiler to permit emptying or discharge of sediment.

Branch- A branch is any part of the piping system other than a main, riser, or stack.

Branch, Fixture- See Fixture Branch.

Branch, Horizontal- See Horizontal Branch.

Branch Interval- A branch interval is a length of soil or waste stack corresponding in general to a story height, but in no case less than 8 feet within which the horizontal branches from one floor or story of a building are connected to the stack.

Branch Vent- A branch vent is a vent connecting one or more individual vents with a vent stack or stack vent.

Building- A building is a structure built, erected, and framed of component structural parts designed for the housing, shelter, enclosure, or support of persons, animals, or property of any kind.

Building Classification- Building classification is the arrangement in the Building Code for the designation of buildings in classes based upon their use of occupancy.

Building Drain- The building (house) drain is that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes, inside the walls of the building and conveys it to the building (house) sewer beginning 3 feet outside the building wall.

Building Sewer- The building (house) sewer is that part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer, individual sewage-disposal system, or other point of disposal.

Building Storm Drain- A building (house) storm drain is a building drain used for conveying rain water, surface water, ground water, subsurface water, condensate, cooling water, or other similar discharge to a building storm sewer extending to a point not less than 3 feet outside the building wall.

Building Storm Sewer- A building (house) storm sewer is the extension from the building storm drain to the public storm sewer or other approved point of disposal.

Building Subdrain- A building (house) subdrain is that portion of a drainage system which cannot drain by gravity into the building sewer.

Building Trap- A building (house) trap is a device, fitting, or assembly of fittings installed in the building drain to prevent circulation of air between the drainage system of the building and the building sewer.

Circuit Vent- Circuit vent is a branch vent that serves two or more floor set water closets and extends from in front of the last fixture connection of a horizontal branch to the vent stack. All circuit venting shall be diagrammed and submitted to the Director for approval prior to installation of same.

City- The word City shall mean the City of San Antonio, Bexar County, Texas, and shall also include all territory subject to the Police Power of the City of San Antonio.

Code- The word Code when used alone shall mean these regulations, subsequent amendments thereto, or any emergency rule or regulation which the Director may lawfully adopt.

Combination Fixture- A combination fixture is combining one sink and tray or a two or three-compartment sink or tray in one unit.

Combination Waste and Vent System- A combination waste and vent system is a specially designed system of waste piping embodying the horizontal wet venting of one or more sinks or floor drains by means of a common waste and vent pipe adequately sized to provide free movement of air above the flow line of the drain. This system may be permitted only where structural conditions preclude the installation of a conventional system and shall be submitted to the Director for approval prior to installation of same.

Common Vent- A common vent is a vent connecting at the junction of two fixture drains and serving as a vent for both fixtures.

Conductor- See Leader.

Continuous Vent- A continuous vent is a vertical vent that is a continuation of the drain to which it connects.

Continuous Waste- A continuous waste is a drain from two or three fixtures connected to a single trap.

Cross Connection- A cross connection is any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other water of unknown or questionable safety, whereby water may flow from one system to the other, the direction of flow depending on the pressure differential between the two systems. (See Backflow and Back-Siphonage.)

Dead End- A dead end is a branch leading from a soil, waste, or vent pipe, building drain, or building sewer, which is terminated at a developed distance of 2 feet or more by means of a plug or other closed fitting.

Developed Length- The developed length of a pipe is its length along the center line of the pipe and fittings.

Diameter- Unless specifically stated, the term "diameter" is the nominal diameter as designated commercially.

Double Offset- A double offset is two changes of direction installed in succession or series in continuous pipe.

Downspout- See Leader.

Drain- A drain is any pipe which carries waste water or water-borne wastes in a building drainage system.

Drainage Piping- See Drainage System.

Drainage System- A drainage system (drainage piping) includes all the piping within public or private premises, which conveys sewage, rain water, or other liquid wastes to a legal point of disposal, but does not include the mains of a public sewer system or private or public sewage-treatment or disposal plant.

Dual Vent- See Common Vent.

Effective Opening- The effective opening is the minimum Cross-sectional area at the point of water-supply discharge, measured or expressed in terms of (1) diameter of a circle, (2) if the opening is not circular, the diameter of a circle of equivalent cross-sectional area. (This is applicable to air gap.)

Existing Work- Existing work is a plumbing system or any part thereof which has been installed prior to the effective date of this Code.

Fixture Branch- A fixture branch is a pipe connecting several fixtures.

Fixture Drain.- A fixture drain is the drain from the trap of a fixture to the junction of that drain with any other drain pipe.

Fixture Supply- A fixture supply is a water-supply pipe connecting the fixture with the fixture branch.

Fixture Unit- A fixture unit is a quantity in terms of which the load producing effects on the plumbing system of different kinds of plumbing fixtures are expressed on some arbitrarily chosen scale.

Fixture Unit Flow Rate- Fixture unit flow rate is the total discharge flow in gpm of a single fixture divided by 7.5 which provides the flow rate of that particular plumbing fixture as a unit of flow. Fixtures are rated as multiples of this unit of flow.

Flood Level- See Flooded.

Flood-Level Rim- The flood-level rim is the top edge of the receptacle from which water overflows.

Flooded- A fixture is flooded when the liquid therein rises to the flood-level rim.

Grade- Grade is the slope or fall of a line of pipe in reference to a horizontal plane. In drainage it is usually expressed as the fall in a fraction of an inch per foot length of pipe.

Grease Interceptor- See Interceptor.

Grease Trap- See Interceptor.

Hangers- See Supports.

Horizontal Branch- A horizontal branch is a drain pipe extending laterally from a soil or waste stack or building drain, with or without vertical sections or branches, which receives the discharge from one or more fixture drains and conducts it to the soil or waste stack or to the building (house) drain.

Horizontal Pipe- Horizontal pipe means any pipe or fitting which makes an angle of more than 45 degrees with the vertical.

House Drain- See Building Drain.

House Sewer- See Building Sewer.

House Trap- See Building Trap

Immediate Waste- An immediate waste is that portion of pipe to which the trap and vent are connected.

Indirect Waste Pipe- An indirect waste pipe is a pipe that does not connect directly with the drainage system but conveys liquid wastes by discharging into a plumbing fixture or receptacle which is directly connected to the drainage system.

Indirect Waste Receptor- A receptacle properly trapped and vented and with access provided for cleaning the inlet and the outlet receiving the waste from plumbing fixtures not directly connected to the sanitary sewers.

Individual Vent- An individual vent is a pipe installed to vent a fixture trap and which connects with the vent system above the fixture served or terminates in the open air.

Insanitary- Contrary to sanitary principles; injurious to health to health.

Interceptor- An interceptor is a device designed and installed so as to separate and retain deleterious, hazardous, or undesirable matter from normal wastes and permit normal sewage or liquid wastes to discharge into the disposal terminal by gravity.

Layman- When used in reference to a member of the Plumbing Appeals and Advisory Board shall mean a person not in municipal or federal employment who is not regularly engaged in any of the other Board membership categories.

Leader- A leader (downspout) is the water conductor from the roof of the building storm drain or other approved means of disposal.

Liquid Waste- Liquid waste is the discharge from any fixture, appliance, or appurtenance, in connection with a plumbing system which does not receive fecal matter.

Load Factor- Load factor is the percentage of the total connected fixture unit flow rate which is likely to occur at any point in the drainage system. It varies with the type of occupancy, the total flow unit above this point being considered, and with the probability factor of simultaneous use.

Main- The main of any system of continuous piping is the principal artery of the system to which branches may be connected.

Main sewer- See Public Sewer.

Main Vent- The main vent is the principal artery of the venting system to which vent branches may be connected.

May- The word "may" is used as a permissive term.

Nuisance- The word "nuisance" embraces public nuisance as known at common law or in equity jurisprudence; and also includes whatever is dangerous to human life or detrimental to health; whatever building, structure, or premises is not sufficiently ventilated, sewered, drained, cleaned, or lighted, in reference to its intended or actual use; and whatever renders the air or human food or drink or water supply unwholesome.

Offset- An offset in a line of piping is a combination of elbows or bends which brings one section of the pipe out of line but into a line parallel with the other section.

Person- Person is a natural person, his heirs, executors, administrators, or assigns; and includes a firm, partnership or corporation, its or their successors or assigns. Singular includes plural; male includes female.

Pitch- See Grade.

Plumbing- Plumbing is the practice, materials, and fixtures used in the installation, maintenance, extension, and alteration of all piping, fixtures, appliances, and appurtenances in connection with any of the following: Sanitary drainage or storm drainage facilities, the venting system and the public or private water supply systems, within or adjacent to any building, structure, or conveyance; also the practice and materials used in the installation, maintenance, extension, or alteration of storm-water, liquid-waste, or sewerage, and water-supply systems of any premises to their connection with any point of public disposal or other acceptable terminal.

Plumbing Fixtures- Plumbing fixtures are installed receptacles, devices, or appliances which are supplied with water or which receive or discharge liquids or liquid-borne wastes, with or without discharge into the drainage system with which they may be directly or indirectly connected.

Plumbing System- The plumbing system includes the water-supply and distribution pipes; plumbing fixtures and traps; soil, wastes, and vent pipes; building drains and building sewers including their respective connections, devices, and appurtenances within the property lines of the premises, and water-treating or water-using equipment.

Pool- A pool is a water receptacle used for swimming or as a plunge or other bath, designed to accommodate more than one bather at a time.

Potable Water- Potable water is water which is satisfactory for drinking, culinary, and domestic purposes, and meets the requirements of the Health Authority having jurisdiction.

Private or Private Use- In the classification of plumbing fixtures, private applies to fixtures in residences or apartments and to fixtures in private bathrooms of hotels and similar installations where the fixtures are intended for the use of a family or an individual.

Private Sewer- A private sewer is a sewer privately owned and not directly or indirectly controlled by public authority.

Public or Public Use- In the classification of plumbing fixtures, public applies to fixtures in general toilet rooms of schools, gymnasiums, hotels, railroad stations, public buildings, bars, public comfort stations, and other installations (whether pay or free) where a number of fixtures are installed so that their use is similarly unrestricted.

Public Sewer- A public sewer is a common sewer directly or indirectly controlled by the City of San Antonio.

Registered Practicing Architect- An individual duly licensed under the Laws of the State of Texas to practice the profession of architecture and who is an owner of or principal participating associate of a firm actively engaged in Architectural Practice.

Registered Practicing Engineer- An individual duly licensed under the Laws of the State of Texas to practice the profession of Engineering and who is an owner of or principal participating associate of a firm or employee of a firm actively engaged in consulting Mechanical or Sanitary Engineering.

Relief Vent- A relief vent is a vent the primary function of which is to provide circulation of air between drainage and vent systems.

Return Offset- A return offset is a double offset installed so as to return the pipe to its original alignment.

Revent Pipe- A revent pipe (sometimes called an individual vent) is that part of a vent pipe line which connects directly with an individual waste or group of wastes, underneath or back of the fixture and extends to the main or branch vent pipe.

Rim- A rim is an unobstructed open edge of a fixture.

Riser- A riser is a water-supply pipe which extends vertically one full story or more to convey water to branches or fixtures.

Roof Drain- A roof drain is a drain installed to receive water collecting on the surface of a roof and to discharge it into the leader (downspout).

Roughing-In - Roughing-in is the installation of all parts of the plumbing system which can be completed prior to the installation of fixtures. This includes drainage, water supply, and vent piping, and the necessary fixture supports.

Revent- Revent is a vent connecting to the drain pipe through a fitting at an angle not greater than 45 degrees to the vertical.

Sand Interceptor- See Interceptor

Sanitary Sewer- A sanitary sewer is a pipe which carries sewage and excludes storm surface and ground water.

Second Hand- Second hand as applied to material or plumbing equipment is that which has been installed, and has been used, removed, and passed to another ownership or possession.

Separator- See Interceptor.

Septic Tank- A septic tank is a watertight receptacle which receives the discharge of a drainage system or part thereof, and is designed and constructed so as to separate solids from the liquid, digest organic matter through a period of detention, and allow the liquids to discharge into the soil outside of the tank through a system of open-joint or perforated piping, or disposal pit.

Sewage- Sewage is any liquid waste containing animal or vegetable matter in suspension or solution, and may include liquids containing chemicals in solution.

Shall- The word "shall" is used as a mandatory term.

Size of Pipe and Tubing- See Diameter.

Slope- See Grade.

Soil Pipe- A soil pipe is any pipe which conveys the discharge of water closets or fixtures having similar functions, with or without the discharge from other fixtures, to the building drain or building sewer.

Soil Vent- See Stack Vent.

Special Waste Pipe- See Article VIII.

Stack- A stack is the vertical main of a system of soil, waste, or vent piping.

Stack Group- Stack group is a term applied to the location of fixtures in relation to the stack so that by means of proper fittings, vents may be reduced to a minimum.

Stack Vent- A stack vent (sometimes called a waste vent or soil vent) is the extension of a soil or waste stack above the highest horizontal drain connected to the stack.

Stack Venting- Stack venting is a method of venting a fixture or fixtures through the vent stack.

Storm Drain- See Building Storm Drain.

Storm Sewer- A storm sewer is a sewer used for conveying rain water, surface water, condensate, cooling water, or similar liquid wastes.

Subsoil Drain- A subsoil drain is a drain which receives only subsurface or seepage water and conveys it to a place of disposal.

Sump- A sump is a tank or pit which receives sewage or liquid waste, located below the normal grade of the gravity system and which must be emptied by mechanical means.

Supports - Supports, hangers, and anchors are devices for supporting and securing pipe and fixtures to walls, ceiling, floors, or structural members.

Tank Operated Flush Valves - Hereinafter referred to as Tank Flush Valves is a device located at the bottom of a tank for the purpose of flushing water closets and similar fixtures.

Trap - A trap is a fitting or device so designed and constructed as to provide, when properly vented, a liquid seal which will prevent the back passage of air without materially affecting the flow of sewage or waste water through it.

Trap Seal - The trap seal is the maximum vertical depth of liquid that a trap will retain, measured between the crown weir and the top of the dip of the trap.

Vacuum Breaker - See Backflow Preventer.

Vent Pipe - See Vent System.

Vent Stack - A vent stack is a vertical vent pipe installed primarily for the purpose of providing circulation of air to and from any part of the drainage system.

Vent System - A vent system is a pipe or pipes installed to provide a flow of air to or from a drainage system or to provide a circulation of air within such system to protect trap seals from siphonage and back pressure.

Vertical Pipe - A vertical pipe is any pipe or fitting which is installed in a vertical position or which makes an angle of not more than 45 degrees with the vertical.

Waste - See Liquid Waste and Industrial Wastes.

Waste Pipe - A waste pipe is a pipe which conveys only liquid waste, free of fecal matter.

Water-Distributing Pipe - A water-distributing pipe in a building or premises is a pipe which conveys water from the water service pipe to the plumbing fixtures and other water outlets.

Water Main - The water (street) main is a water supply pipe for public or community use.

Water Operated Flush Valves - Hereinafter referred to as Flush Valves or Flushometers is a device which discharges a predetermined quantity of water to fixtures for flushing purposes and is actuated by direct water pressure.

Water Outlet - A water outlet, as used in connection with the water distributing system, is the discharge opening for the water (1) to a fixture; (2) to atmospheric pressure (except into an open tank which is part of the water supply system); (3) to a boiler or heating system; (4) to any water-operated device or equipment requiring water to operate, but not a part of the plumbing system.

Water Riser Pipe - See Riser.

Water Service Pipe - The water service pipe is the pipe from the water main or other source of water supply to the building served.

Water Supply System - The water supply system of a building or premises consists of the water service pipe, the water-distributing pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances in or adjacent to the building or premises.

Wet Vent - A wet vent is a vent which receives the discharge from wastes other than water closets.

Yoke Vent - A yoke vent is a pipe connecting upward from a soil or waste stack to a vent stack for the purpose of preventing pressure changes in the stacks.

Article II. Administration

Sec 30-5. Plumbing Division.

The Plumbing Division shall be a part of the Housing and Inspections Department. No employee connected with the Plumbing Division, except a member of the board established by this Ordinance, shall be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of plumbing installations in a building or in the making of plans or of specifications therefor, unless he is the owner of such building. No such employee shall engage in any work which is inconsistent with his duties or with the interests of the Division.

Sec. 30-5. Powers and duties of Director of Housing and Inspections.

a. Stop Work Orders. Upon notice from the Director that work or any plumbing installation is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of such property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where any emergency exists, oral notice given by the Director shall be sufficient.

b. Revocation of Permits. The Director may revoke a permit or approval, issued under the provisions of this chapter, in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. In all such cases no permit fees shall be refunded.

c. Requirements Not Covered by Code. Any requirements necessary for the safety, strength or stability of an existing or proposed plumbing installation, or for the safety of the occupants of a building or structure, not specifically covered by this code, shall be determined by the Director.

d. Alternate Materials and Alternate Methods of Installations. Alternate Plumbing materials and alternate methods of installations shall be approved in accordance with Section 30-52.

Section 30-6. Permit required.

Any person who desires to connect any plumbing work with any sewers or public water supply of the city, sanitary or storm, septic tanks or private connection or install fixtures or appliances in new or existing system, structures, or premises, or repair, or add to any existing plumbing, shall first make application to the Director and obtain the required permit therefor. Ordinary minor repairs may be made without a permit provided that such repairs shall not violate any of the provisions of this code.

Sec. 30-7. Application for Permit.

Application for a permit shall be made in person. The applicant shall furnish information as may be required to complete the application form furnished by the Director.

Sec. 30-8. Drawings and Specifications.

Whenever, in the opinion of the Director, drawings and specifications are needed to show definitely the nature and character of the work for which the application is made the applicant shall furnish such drawings and specifications. These drawings and specifications shall be drawn to scale.

Sec. 30-9. Issuance of Permit.

The Director shall act upon an application for a permit with plans as filed, or as amended, without unreasonable or unnecessary delay. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this code, nor shall such issuance of a permit prevent the Director from thereafter requiring correction of errors in plans or in construction, or of violations of this code. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within six months, after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of one year after the time the work is commenced; provided, that for cause, one or more extensions of time for period not exceeding ninety days each, may be allowed in writing by the Director.

No permit shall be valid until the fees prescribed in this section shall have been paid; nor shall an amendment to a permit be approved until the additional fees, if any, shall have been paid.

Schedule of Permit Fees

Permit Fees:	
For issuing each permit . . .	\$1.00
In addition	
For each Plumbing Fixture or Trap or Set of Fixtures on one trap (including water and Drainage Piping). . .	\$1.00
For each House Sewer. . .	\$1.00
For each House Sewer having to be replaced or repaired. . .	\$1.00
For each Water Heater and/or Vent. . .	\$1.00
For each Gas Piping System of 1 to 5 Outlets	\$2.00
For each Gas Piping System of 6 or more, per outlet. . .	\$.50
For each Gas Piping System to 6 or more, per outlet. . .	\$.50
For installation of water piping for water treating equipment...	\$1.00
For re-inspection. . .	\$1.00

Point of Connection:

Building Sewers and Water Serv. Pipes shall connect to the Public Sewer and Water Main at a point designated by the proper Municipal Authority.

Sec. 30-10. Persons Who May Obtain a Permit.

Permits shall be issued only to the following:

1. Any duly licensed Master Plumber.

2. Any property for plumbing work to be done by him in a building owned or occupied by him as his home.
3. Any person who is regularly employed as or acting as a maintenance man or maintenance engineer for plumbing work incidental to and in connection with the business in which he is employed or engaged and who does not engage in the occupation of a plumber for the general public.
4. Any person who is employed by the railroad for plumbing work done upon the premises or equipment of the railroad and who does not engage in the occupation of a plumber for the general public.
5. Any person engaged by any public service co. for plumbing work in connection with laying, maintenance and operation of its service mains or lines and the installation, alteration, adjustment, repair, removal, and renovation of all types of appurtenances, equipment and appliances.
6. Any appliance dealer or employee of an appliance dealer who is acting as an appliance installation man or appliance service man in connecting appliances to existing piping installations.

Sec. 30-11. Failure to Obtain a Permit.

If any person commences any work on a plumbing installation before obtaining the necessary permit from the City, he shall be subject to the penalty prescribed herein.

Sec. 30-12. Inspection Required.

All new plumbing work, and such portions of existing systems as may be affected by new work or any changes, shall be inspected to insure compliance with all the requirements of this code and to assure that the installation and construction of the plumbing system is in accordance with approved plans. It shall be the duty of the plumber to give reasonable advance notice to the Plumbing Division when plumbing work is ready for test or inspection.

If the Director finds that the work will not pass the test, the plumber shall be required to make necessary corrections and the work shall then be resubmitted for inspection. Where additional inspections are necessary for retesting there shall be an additional fee of \$1.00 for each such inspection.

The equipment, material, power and labor necessary for the inspection and test shall be furnished by the plumber.

a. Test of Drainage and Vent Systems. All the piping of the plumbing system shall be tested with water or air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted for final inspection. The water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening and the system filled with water to point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 42 inch head of water. In testing successive sections at least the upper 10 feet of the next preceding section shall be tested, so that no joint or pipe in the building (except the uppermost 10 feet of the system) shall have been submitted to a test of less than a 42 inch head of water. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before inspection starts; the system shall then be tight at all points.

b. Test of Water-Supply System. Upon completion of a section or of the entire water-supply system, it shall be tested and proved tight under a water pressure not less than 150 lbs. The water used for tests shall be obtained from a potable source of supply.

c. Building Drain. All building drains shall be inspected and approved prior to backfill.

d. Covering the Work. The plumbing system or part thereof shall not be covered until it has been inspected, tested and approved as prescribed in this section. If a plumbing system or part thereof is covered before being inspected, tested, and approved as prescribed in this chapter it shall be uncovered upon the direction of the Director.

e. Test of Defective Plumbing. The drainage system of any building, where there is reason to believe that it has become defective, shall be subjected to test or inspection.

Sec. 30-13. Certificate of Approval.

a. Roughing-In Inspection. Upon the satisfactory completion of the roughing-in inspection, approval shall be so noted on the Plumbing Permit. This approval shall give the date of the roughing-in inspection and the initials of the Inspector.

b. Final Inspection. Upon the satisfactory completion and final test of the plumbing system, the approval shall be noted on the Plumbing Permit.

Sec. 30-14. Licensing of Plumbers.

Before any person, firm or corporation shall engage in the plumbing business within the City, he shall be qualified as set forth herein, and a license shall be obtained from the Texas Board of Plumbing Examiners as required and a proper Bond posted. Where any plumbing work is being done, a Master or Journeyman Plumber shall at all times be present on the job, and in actual control, and in charge of the work being done.

Sec. 30-15. Illegal Work.

Any person, firm or corporation engaged in the plumbing business whose work does not conform to the rules and regulations hereinafter set out, or whose workmanship or materials

are of inferior quality, shall on notice from the Director make necessary changes or corrections at once so as to conform to this code; if work has not been so changed after ten (10) days' notice from the Director, the Director shall then refuse to issue any more permits to such person, firm or corporation until such work has fully complied with the rules and regulations of this code.

Sec. 30-16. Bond Required.

Before any person, firm or corporation shall engage in the business of plumbing in the City, he, it, or they shall first obtain the proper license and deposit with the City a good and sufficient bond in the sum of Five Thousand (\$5,000.00) Dollars, to be approved by the Director of Housing and Inspections, conditioned that the person, firm or corporation engaged in the plumbing business will faithfully observe all the laws pertaining to plumbing and drain laying; further, that the City shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm or corporation engaged in the plumbing business, or by any other unfaithful inadequate work done either by themselves or their agents or employees.

Sec. 30-17. Allowing Ones Name, License or Bond to be Used to Obtain Permit Fraudulently.

No person, firm or corporation engaged in the business of plumbing shall allow his, its, or their names to be used by any other person, firm or corporation, directly or indirectly, to obtain a permit, or for the construction of any work under his, its or their names, license or bond; nor shall he, it or they make any misrepresentations or omissions in his, its or their application for permit.

Sec. 30-18. Violations and Penalties.

Any person, firm or corporation or agent who shall violate a provision of this code or fail to comply therewith or with any of the provisions thereof, or violate a detailed statement or plans submitted and approved thereunder, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction in the Corporation Court of the City for any such violation such person shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars.

Sec. 30-19. Plumbing Appeals and Advisory Board.

There is hereby created a Board to be known as Plumbing Appeals and Advisory Board. Such Board shall consist of seven members, all of whom shall reside within the corporate limits of the City of San Antonio. The members shall be appointed by the City Council and shall consist of the following persons.

- One Registered Practicing Architect
- Two Registered Practicing Engineers
- One Licensed and Bonded Master Plumber
- One Licensed Journeyman Plumber
- One Licensed Practicing Physician
- One Layman

None of said members shall have held any public office within three years prior to appointment. The members shall choose from among their number, one member to act as chairman and another member to act as secretary.

Sec. 30-20. Powers and Duties of the Board.

The Board shall have jurisdiction over all appeals from decisions of the Director which relate to plumbing installation and shall have the power to pass upon the true intent and meaning of the provisions of this Code and also upon questions wherein it is claimed an equally good and desirable material can be used in any specific case and to permit the use of same if concurred in by the majority of the said Board, but it is expressly limited to those matters. The Board shall have no power to otherwise limit, modify or change the plumbing code as it now exists. All rulings and decisions of the Board of Plumbing Appeals shall be final and binding upon all parties and it shall be the duty of the Director of Housing to enforce the decision of the Board.

Whenever the Board of Appeals finds in this Code any provision that is inadequate or obsolete, it shall be the duty of the said Board to recommend the necessary amendments to this Code to the City Council through the City Manager.

Sec. 30-21. Appointment and Term.

(a) All present appointments to the Plumbing Appeals and Advisory Board shall be considered vacated upon the adoption of this Ordinance.

(b) Appointments shall be made by the City Council. All the terms of office of Board members shall be a period of two years. In making initial appointments to the Board, one architect, one engineer and one physician shall be appointed as Board members for a period of one year each. The other members shall be appointed for a period of two years and upon the expiration of said initial terms, all Board members thereafter appointed shall serve for two years.

Sec. 30-22. Meetings and Procedure.

Regular meetings of the Board shall be held on the second and fourth Wednesday of each month for the purpose of hearing appeals and rendering interpretations of the Plumbing Code and hearing applications for the proposed use of new materials and new methods of installation.

All meetings of the Board shall be conducted in accordance with Parliamentary Rules of Order and such other rules and regulations which shall be agreed upon by a majority of the members of the Board. Each member of the Board shall be entitled to one vote, which shall be in person.

Five members shall constitute a quorum. All decisions and proceedings of the Board shall be accurately recorded by the secretary in chronological order of occurrence and decisions as announced shall be carefully preserved.

Sec. 30-23. Appeals to the Board.

Any person desiring to appeal to the Board shall give notice of such appeal in writing stating the grounds for the appeal. Such notice of appeal shall be filed in duplicate with the Director of Housing and Inspections; one copy to be retained by the said Director of Housing and Inspections and the other copy to be forwarded by him to the secretary of the Plumbing Appeals Board. All requests for a hearing shall be granted and the appellant shall be given reasonable and actual notice of the time and place at which such appeal will be heard by the Board.

Article III. General Regulations

Sec. 30-24. Conformance with Code.

All plumbing systems hereafter installed shall conform at least with the provisions of this Code. This applies to all State and local government property that is connected to City sewers.

Sec. 30-25. Grade of Horizontal Drainage Piping.

Horizontal drainage piping shall be run in practical alignment at a uniform grade. (See Article XII for specific slopes.)

Sec. 30-26. Change in Direction.

Changes in direction in drainage piping shall be made by the appropriate use of 45-degree wyes or 1/2 wyes, long or short sweep quarter bends, sixth, eighth, or sixteenth bends, or by a combination of these or equivalent fittings. Single and double sanitary tees and quarter bends may be used in drainage lines only where the direction of flow is from the horizontal to the vertical.

Sec. 30-27. Fittings and Connections Prohibited.

a. Fittings. No fitting having a hub in the direction opposite to flow, or tee branch shall be used as a drainage fitting. No running threads, bands, or saddles shall be used in the drainage system. No drainage or vent piping shall be drilled or drilled and tapped.

b. Heel or Side-Inlet Bend. A heel inlet quarter bend shall not be used as a vent when the inlet is placed in a horizontal position.

c. Obstruction to Flow. No fittings or connection which offers abnormal obstruction to flow shall be permitted.

Sec. 30-28. Existing Buildings.

In existing buildings or premises in which plumbing installations are to be altered, repaired, or renovated, necessary deviations from the provision of this Code may be permitted, provided such deviations conform to the intent of the Code and are approved in writing by the Director.

Sec. 30-29. Health or Safety.

Whenever compliance with all the provisions of this Code fails to eliminate or alleviate a nuisance which may involve health or safety hazards, the owner or his agent shall install such additional plumbing or drainage equipment as may be necessary to abate such nuisance.

Sec. 30-30. Separation of Sewer and Water Pipes.

Water service pipes, or any underground water pipes, shall not be run or laid in the same trench as the building sewer or drainage piping, except as provided for in Articles XI and XII.

Sec. 30-31. Trenching, Excavation and Backfill.

a. Support of Piping. Buried piping shall be supported throughout its entire length.

b. Tunneling and Driving. Tunneling may be done in yards, courts, or driveways of any building site. When pipes are driven, the drive pipe shall be at least one size larger than the pipe to be laid.

c. Open Trenches. All excavations required to be made for the installation of a building-drainage system, or any part thereof within the walls of a building, shall be open trench work and shall be kept open until the piping has been inspected, tested and accepted. Mechanical means of excavation may be used.

d. Backfilling for Private Property. Adequate precaution shall be taken to insure proper compactness of backfill around piping without damage to such piping. Trenches shall be backfilled in thin layers to 12 inches above the top of the piping with clean earth which shall not contain stones, boulders, cinderfill, or other materials which would damage or break the piping or cause corrosive action.

Trenches for bituminized fiber pipe shall have true bottoms free from soft spots and stones. Pipe shall be laid on a 4 inch thick bed of sand with 1/4 to 1/3 of pipe's diameter

bedded in same, covered pipe with 4 to 6 inches of sand and tamped firmly. Then 8 inches of selected backfill free of large rocks, stones or debris shall be added and tamped. The trench shall be filled with backfill which is completely free of large rocks, stones, or debris of any nature.

Sec. 30-32. Structural Safety.

In the process of installing or repairing any part of a plumbing and drainage installation, the finished floors, walls, ceilings, tile work, or any other part of the building or premises which must be changed or replaced shall be left in a safe structural condition in accordance with the requirements of the Building Code. All workmanship shall conform to generally accepted good practice.

Sec. 30-33. Protection of pipes.

a. Breakage and Corrosion. Pipes passing under or through walls shall be protected from breakage. Pipes passing through or under cinder or concrete or other corrosive material shall be protected against external corrosion by protective coating, wrapping, or other means which will prevent such corrosion.

b. Cutting or Notching. No structural member shall be weakened or impaired by cutting, notching, or otherwise.

c. Pipes through Footings of Foundation Walls. A soil or waste pipe, or building drain passing through a foundation wall shall be provided with a sleeve at least two pipe sizes greater than the pipe passing through or as may be approved in writing by the Director.

Sec. 30-34. Damage to Drainage System or Public Sewer Prohibited.

It shall be unlawful for any person to deposit by any means into the building drainage system or into a public or private sewer any ashes; cinders, rags; inflammable, poisonous, or explosive liquids; gases; oils; grease; or any other material which would or could obstruct, damage, or overload such system or sewer.

Sec. 30-35. Industrial Wastes.

Wastes detrimental to the public sewer system or detrimental to the functioning of the sewage-treatment plant shall be treated and disposed of as directed by the Director to other authority having jurisdiction.

Sec. 30-36. Sleeves.

Annular space between sleeves and pipes shall be filled or tightly calked with coal tar or asphaltum compound, lead, or other material found equally effective and approved as such by the Director. Exception to this provision may be granted where damage to piping due to movement is likely to occur.

Sec. 30-37. Ratproofing

a. Exterior openings. All exterior openings provided for the passage of piping shall be properly sealed with snugly fitting collars of metal or other approved ratproof material securely fastened into place.

b. Interior Openings. Interior openings through walls, floors, and ceilings shall be ratproofed as found necessary by the Director.

Sec. 30-38. Used equipment.

It shall be unlawful to install used or second hand equipment or material for plumbing installations unless it complies with the minimum standards set forth in this code.

Sec. 30-39. Condemned equipment.

Any plumbing equipment condemned by the Director because of wear, damage, defects, or sanitary hazards shall not be re-used for plumbing purposes.

Sec. 30-40. Depth of Building Outside Sewer and Water Service.

Sewer and water-service piping outside of a building shall be installed with a minimum of 1 foot of cover. Where conditions prohibit the required amount of cover, cast iron soil pipe must be used for sewers.

Sec. 30-41. Piping in Relation to Footings.

No piping shall be buried parallel to footings or outside bearing walls closer than three (3) feet; and such piping installed deeper than footings or bearing walls shall be 45 degrees therefrom; except as may be approved by the Director upon a finding that a less distance or greater angle is safe.

Sec. 30-42. Drainage Below Sewer Level.

Drainage piping located below the level of the sewer shall be installed as provided for in Articles XI and XII.

Sec. 30-43. Connections to Plumbing System Required.

All plumbing fixtures, drains, appurtenances, and appliances used to receive discharged liquid wastes or sewage shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this Code.

Sec. 30-44. Sewer Required.

Every building in which plumbing fixtures are installed shall have a connection to a public or private sewer except that when a public sewer is not available within 200 feet

for use, sewage and drainage piping shall be connected to an individual sewage-disposal system found to be adequate and approved by the City Health Department.

Sec. 30-45. Location of Fixtures.

Plumbing fixtures, except drinking fountains, single lavatories, and floor drains shall be located in compartment or rooms provided with ventilation and illumination conforming to standards of good practice. (See ASA A 53.1-1946)

Piping, fixtures, or equipment shall not be located in such a manner as to interfere with the normal operation of windows, doors, or other exit openings.

Sec. 30-46. Piping Measurements.

Except where otherwise specified in this Code, all measurements between pipes or between pipes and walls, etc., shall be made to the center lines of the pipes.

Sec. 30-47. Venting.

The drainage system shall be provided with a system of vent piping which will permit the admission or emission of air so that under no circumstances of normal or intended use shall the seal of any fixture trap be subjected to a pressure differential of more than 1 inch of water.

Sec. 30-48. Ventilation ducts.

Ventilation ducts from washrooms and toilet rooms shall exhaust to the outer air or form an independent system.

Sec. 30-49. Water closet connections.

a. Lead. Three-inch extra heavy lead bends and stubs may be used on water closets or similar connections, provided the inlet is dressed or expanded to receive a 4-inch floor flange.

b. Rigid. Wall outlet water closets may have rigid connections of approved manufacture.

c. Reducing. Four- by three-inch extra heavy lead or approved copper reducing bends are permitted.

Sec. 30-50. Dead Ends.

In the installation or removal of any part of a drainage system, dead ends shall be avoided except where necessary to extend a clean-out so as to be accessible.

Article IV. Materials - Quality and Weight

Sec. 30-50. Materials.

a. Minimum Standards. The materials listed in this chapter shall conform at least to the standards cited when used in the construction, installation, alteration, or repair of any part of the extension, addition, or relocation of existing soil, waste, or vent pipes with materials of like grade or quality, as permitted in Section 30-28.

b. Use of Materials. The following Table 30-50 outlines permissible materials for various uses subject to the restrictions of the following chapters. Materials other than those listed for the various uses may be permitted upon approval by the Director and the Plumbing Appeals and Advisory Board.

c. Identification of Materials. Each length of pipe and each pipe fitting, trap, fixture, and device used in a plumbing system shall have cast, stamped, or indelibly marked on it the maker's mark or name, the name, the weight, type and classes of the product, when such marking is required by the approved standard that applies.

Sec. 30-51. Special Materials.

a. Sheet lead. Sheet lead shall be not less than the following:

For shower pans- not less than 4 psf.
For flashings of vent terminals- not less than 3 psf.
Lead bends and lead traps shall not be less than extra heavy weight.

b. Cooper. Sheet cooper shall be not less than the following:

Shower pans- 12 oz. per sq. ft.
Vent terminal flashings- 8 oz. per sq. ft.

c. Calking Ferrules. Calking ferrules shall be manufactured from brass and shall be in accordance with the following table:

Pipe Sizes Inches	Inside Diameter Inches	Length Inches	Minimum Weight Each
2	2 1/4	4 1/2	1 lb. 0 oz.
3	3 1/4	4 1/2	1 lb. 12 oz.
4	4 1/4	4 1/2	2 lb. 8 oz.

d. Solder Nipples. Solder nipples, where permitted, shall be of red brass in accordance with the following table:

Pipe Sizes InchesMinimum Weight Each

1 1/4	6 oz.
1 1/2	8 oz.
2	14 oz.
2 1/2	1 lb. 6 oz.
3	2 lb. 0 oz.
4	3 lb. 8 oz.

e. Floor Flanges. Floor flanges for water closets or similar fixtures shall be not less than one-eighth inch thick, 16 oz., brass.

Flanges shall be soldered or sweated to lead or copper bends or stubs. Closet screws and bolts shall be brass.

f. Cleanouts. Cleanouts shall have plugs of brass and shall conform to Federal Specifications WW-P-401. Plugs may have raised square or countersunk heads. Countersunk heads should be used where raised heads may cause a hazard.

Sec. 30-52. Alternate Materials and Methods.

a. Approval. Provisions of this Code are not intended to prevent the use of any material, device, method of assemblage or installation, fixture, or appurtenance not specifically authorized, provided such alternate has been approved by the Board.

b. Evidence of Compliance. The Board shall require sufficient evidence to enable them to judge whether proposed alternates meet the requirements of this Code for safety and health.

c. Tests. When there is insufficient evidence to substantiate claims for alternates, the Board may require tests of compliance and proof to be made by an approved agency at the expense of the applicant. Tests shall be made in accordance with generally recognized standards; but in the absence of such standards, the Board shall specify the test procedure. The Board may require tests to be repeated if, at any time, there is reason to believe that an alternate no longer conforms to the requirements on which its approval was based.

d. Existing Premises. In existing buildings or premises in which plumbing installations are to be altered, repaired, or renovated, the Director has discretionary powers to permit deviation from the provisions of this Code, provided that such a proposal to deviate is first submitted to the Director for proper determination in order that health and safety requirements, as they pertain to plumbing, shall be observed.

Sec. 30-53. Approved Materials.

a. Periodic Review. The Director shall annually review the approved list of specifications and standards for materials in Table 30-53 and in Article VIII to check the designations, numbers, etc., which are used for identification, and if there are later issues shall submit them for their legal adoption. The Director shall maintain copies of all applicable standards and latest revisions thereto as outlined in Table 30-53. Such copies to be made readily available for reference in the office of the Director by all parties concerned by this Code.

b. Specific Usage. Wherever this Code indicates specifically the type of material permitted for the various parts of the plumbing system, the specifications or standards for each of those materials shall be as given in the following Table 30-53.

Article V. Joints and Connections.

Sec. 30-54. Tightness.

Joints and connections in the plumbing system shall be gastight and watertight for the pressure required by test, with the exception of those portions of perforated or open-joint piping which are installed for the purpose of collecting and conveying ground or seepage water to the underground storm drains.

Sec. 30-55. Types of Joints.

a. Calked Joints. Calked joints for cast-iron bell-and-spigot soil pipe shall be firmly packed with oakum or hemp and filled with molten lead not less than 1 inch deep and not to extend more than 1/8-inch below rim of hub. No paint, varnish, or other coatings shall be permitted on the jointing material until after the joint has been tested and approved.

b. Threaded Joints. Screwed Joints. Threaded joints shall conform to American National Taper Pipe Thread, ASA B2.1-1945 or FS GGG-P-351a. All burrs shall be removed. Pipe ends shall be reamed or filled out to size of bore, and all chips shall be removed. Pipe-joint cement and paint shall be used only on male threads.

c. Wiped Joints. Joints in lead pipe or fittings, or between lead pipe or fittings and brass or copper pipe, ferrules, solder nipples, or traps, shall be fullwiped joints. Wiped joints shall have an exposed surface on each side of a joint not less than one inch and at least as thick as the material being jointed.

d. Soldered or Sweat Joints. Soldered or sweat joints for tubing shall be made with approved fittings. Surfaces to be soldered or sweated shall be cleaned bright. The joints shall be properly fluxed and made with approved solder. Joints in copper water tubing shall be made by the appropriate use of approved brass water fittings, properly sweated or soldered together.

e. Flared Joints. Flared joints for soft tempered copper water tube shall be made with fittings meeting approved standards. The tubing shall be expanded with a proper flaring tool.

f. Flanged Joints. Flanged joints shall be installed in the various piping systems wherever connections are made to flanges on valves, strainers, or other items of equipment and appurtenances. On ferrous piping systems, assembled using screwed joints, cast iron screwed flanges shall be used, and they shall be of the proper pressure class; on ferrous piping systems assembled using welded joints, welding flange fittings shall be used of ratings based on the American Standard Code for Pressure Piping, A.S.A. B31.1- (latest modification). Flanges in copper lines shall be of cast brass with solder joint connections to the piping systems. Special flanges shall be provided where required and shall be of approved types.

g. Compound Joints for Sewer. Hot-poured or cold compound for clay or concrete sewer pipe shall not be water absorbent and when poured or molded against a dry surface shall have a bond of not less than 100 pse. All surfaces of the joint shall be cleaned and dried before pouring or molding. If wet surfaces are unavoidable, a suitable primer shall be applied. Compound shall not soften sufficiently to destroy the effectiveness of the joint when subjected to a temperature of 180 degrees F nor be soluble in any of the waste carried by the drainage system. Approximately 25 per cent of the annular joint space at the base of the socket shall be filled with jute or hemp. A pouring collar, rope or other device shall be used to hold the hot compound during pouring. Each joint shall be poured or moulded in one operation until the joint is completely filled. Joints shall not be tested until one hour after pouring.

h. Precast Joints. Precast collars shall be of resilient material formed in both the spigot and bell of the pipe in advance of use. The vitrified clay pipe and fittings shall be fitted with factory fabricated compression joints or couplings meeting the requirements set forth in the latest specifications for vitrified clay pipe using materials having resilient properties, designation C-425-58T, of the American Society for testing materials.

Prior to making joint contract, surfaces shall be cleaned and coated with solvents and adhesives as recommended in the standard. When the spigot end is inserted in the collar, it shall bind before contacting the base of the socket. Material shall be inert and resistant to both acids and alkalies.

i. Brazed Joints. Brazed joints shall be made in accordance with the provisions of Section 6 of the Code for Pressure Piping, ASA B31.1-1942 (with all supplements.)

j. Burned Lead Joints. Burned (welded) lead joints shall be lapped and the lead shall be fused together to form a uniform weld at least as thick as the lead being jointed.

k. Asbestos Cement Sewer Pipe Joints. Joints in asbestos cement pipe shall be made with sleeve couplings of the same composition as the pipe, sealed with rubber-neoprene rings. Joints between asbestos cement pipe and metal pipe shall be made by means of an adapter coupling calked as required in Section 30-55a.

l. Bituminized Fiber Pipe Joints. Joints in bituminized fiber pipe shall be made with tapered type couplings of the same material as the pipe. ~~Joints between asbestos cement-pipe-and-metal-pipe-shall-be-made-by-means-of-an-adapter-coupling-calked-as-required-in-Section-30-55a.~~ bituminized fiber pipe and metal pipe shall be made by means of an adapter coupling calked as required in Section 30-55a.

Sec. 30-56. Use of Joints.

a. Clay Sewer Pipe. Joints in vitrified clay pipe or between such pipe and metal pipe shall be made as provided in Sections 30-55g and 30-55h.

b. Concrete Sewer Pipe. Joints in concrete sewer pipe or between such pipe and metal pipe shall be made as in Sections 30-55g and 30-55h.

c. Cast-Iron Pipe. Joints in cast-iron soil pipe shall be calked as provided in Section 30-55a.

d. Screw Pipe to Cast Iron. Joints between wrought-iron, steel, brass, or copper pipe, and cast-iron pipe shall be either calked or threaded joints made as provided in Sections 30-55a and 30-55b or shall be made with approved adapter fittings.

e. Lead to Cast-Iron, Wrought-Iron, or Steel. Joints between lead and cast-iron, wrought-iron, or steel pipe shall be made by means of wiped joints to a calking ferrule, soldering nipple, or bushing as provided in Section 30-55c.

f. Copper Water Tube. Joints in copper tubing shall be made either by the appropriate use of approved brass or wrought copper water fittings, properly sweated or soldered together or by means of approved compression fittings as provided in Sections 30-55d and 30-55e.

g. Plastic Sewer Pipe. Plastic sewer pipe and joints to be in accordance with standards adopted by the Board.

h. Plastic Water Service Pipe. Plastic water pipe and joints to be in accordance with standards adopted by the Board.

Plastic pipe shall be joined and fitted by solvent weld method according to manufacturers' published recommendations. Plastic fittings shall be of the socket type molded of the same material as the pipe. Threads shall not be cut on Schedule 40 weight plastic pipe.

Polyethylene pipe shall be joined and fitted with insert fittings. All stainless clamps shall be used to secure each fitting insert. At least one foot of slack pipe shall be left in each 100' run of polyethylene pipe. Use of polyethylene pipe shall be restricted to non-static pressure service as interpreted by the Board.

Sec. 30-57. Special Joints.

a. Slip Joints. In drainage and water piping, slip joints may be used only on the inlet side of the trap, in the trap seal, and on the discharge side of the trap where not concealed, and on the exposed fixture supply.

b. Expansion Joints. Expansion joints shall be accessible and may be used where necessary to provide for expansion and contraction of the pipes.

c. Ground Joint Brass Connections. Ground joint brass connections which allow adjustment of tubing but provide a rigid joint when made up shall not be considered as slip joints.

d. Copper Tubing to Screwed Pipe Joints. Joints from copper tubing to the threaded pipe shall be made by the use of brass converter fittings. The joint between the copper pipe and the fitting shall be properly sweated or soldered, and the connection between the threaded pipe and the fitting shall be made with a standard pipe size screw joint.

e. Brazing or Welding. Brazing or welding shall be performed in accordance with requirements of recognized published standards of practice and by licensed or otherwise qualified mechanics except when it is determined by the Director to be equivalent procedure for the purpose of this Code.

Sec. 30-58. Unions (Screwed).

a. Water Supply System. Unions in the water supply system shall be metal-to-metal with ground seats.

b. Drainage System. Unions may be used in the trap seal and on the inlet side of the trap. Unions shall have metal-to-metal seats.

Sec. 30-59. Water Closet, Pedestal Urinal, and Trap Standard Service.

Fixture connections between drainage pipes and water closets, floor-outlet service sinks, pedestal urinals, and earthenware trap standards, shall be made by means of flanges, soldered to the drainage pipe. Any aforementioned fixtures connected to piping which is buried in or in contact with the ground will be provided with lead pipe connections only. The connection shall be bolted, with an approved gasket or washer or setting compound between the earthenware and the connection. The floor flange shall be set on an approved firm base. The use of commercial putty or plaster is prohibited.

Sec. 30-60. Prohibited Joints and Connections.

Any fitting or connection which has an enlargement, chamber, or recess with a ledge, shoulder or reduction of pipe area, that offers an obstruction to flow through the drain, is prohibited. No fitting or connection that offers abnormal obstruction to flow, shall be used. The enlargement of a 3-inch closet bend or stub to 4 inches shall not be considered an obstruction.

No screw pipe joints will be permitted in the waste and drainage system buried in or in contact with the ground.

Sec. 30-61. Waterproofing openings.

Joints at the roof, around vent pipes, shall be made water-tight by the use of lead, copper, galvanized-iron, or other approved flashings or flashing material. Exterior wall openings shall be made water-tight.

Sec. 30-62. Increasers and reducers.

Where different sizes of pipes or pipes and fittings are to be connected, the proper size increasers or reducers or reducing fittings shall be used between the two sizes.

Article VI. Traps and Cleanouts

Sec. 30-63. Traps.

a. Fixture Traps. Plumbing fixtures, excepting those having integral traps, shall be separately trapped by a water seal trap, placed as close to the fixture outlet as possible.

- (1) Provided, that a combination plumbing fixture may be installed on one trap, if one compartment is not more than 6 inches deeper than the other and the waster outlets are not more than 30 inches apart.
- (2) Provided, that one trap may be installed for a set of not more than three single-compartment sinks or laundry trays or three lavatories immediately adjacent to each other in the same room, if the waste outlets are not more than 36 inches apart and the trap is centrally located when three compartments are installed.

b. Distance of trap from fixture. The vertical distance from the fixture outlet to the trap weir shall not exceed 30 inches.

Sec. 30-64. Type and Size of Traps and Fixture Drains.

a. Trap Size. The size (nominal diameter) of trap for a given fixture shall be sufficient to drain the fixture rapidly but in no case less than given in Table 30-136a. No trap shall be smaller than the fixture drain to which it is connected.

b. Type of Traps. Fixture traps, other than integral traps without partitions or movable parts, shall be self-cleaning except as specifically approved in other sections of this Code.

Slip joints or couplings may be used on the trap inlet or within the trap seal of the

trap if metal-to-metal ground joint is used.

A trap integral with the fixture shall have uniform interior and smooth waterway.

Cast Brass or lead P-traps, or lead bag traps shall be used on urinals which are not provided with integral traps.

c. Drum Traps. Drum traps shall be 3 or 4 inches in diameter by 10" deep and shall be provided with a water seal of not less than 2 inches.

The trap screw shall be one size less than the trap diameter.

Sec. 30-65. General Requirements.

a. Trap Seal. Each fixture trap shall have a water seal of not less than 2 inches and not more than 4 inches, except where a deeper seal is required by the Director for special conditions.

b. Trap Cleanouts. Each fixture trap, except those cast integral or in combination with fixtures in which the trap seal is readily accessible or except when a portion of the trap is readily removable for cleaning purposes, shall have an accessible brass trap screw of ample size protected by this water seal.

Cleanouts on the seal of a trap shall be made tight with threaded cleanout plug and approved washer.

c. Trap Level and Protection. Traps shall be set true with respect to their water seals and, where necessary, they shall be protected from freezing.

d. Traps Underground. Underground traps, except "P" traps into which floor drains with removable strainers discharge, shall be provided with accessible and removable cleanouts.

e. Prohibited Traps. The following traps are prohibited.

- (1) Traps which depend for their seal upon the action of movable parts.
- (2) Full "S" traps.
- (3) Bell traps.
- (4) Crown-vented traps.

f. Double Trapping Prohibited. No fixture shall be double trapped.

Sec. 30-66. Pipe Cleanouts.

a. Material and Design. The bodies of cleanout ferrules shall conform in thickness to that required for pipe and fittings of the same metal, and extend not less than 1/4-inch above the hub. For new work, the cleanout plug shall be of heavy brass not less than 1/8-inch thick and shall be provided with raised nut or recessed socket for removal. Both ferrule and plug shall have American national tapered pipe threads. Heavy lead plugs may be used for repairing a cleanout where necessary.

b. Location. Cleanouts inside of buildings shall be not more than 50 feet apart in horizontal drainage lines of 4 inches nominal diameter or less and not more than 100 feet apart for larger pipes. Line cleanouts which may be rodded both ways shall be used whenever possible. Cleanouts shall be provided on outside of commercial buildings not more than 100 feet apart in horizontal drainage lines.

c. Underground Drainage. Cleanouts, when installed on an underground drain, shall be extended to or above the finished grade level directly above the place where the cleanout is installed; or may be extended to outside of the building and brought to grade as indicated above.

d. Change of Direction. Cleanouts shall be installed at each horizontal change of direction of the building drain greater than 45 degrees and at the end of each line or branch, except as hereafter specified. Cleanouts on horizontal branch laterals not greater than 90 degrees change of direction may be installed with wye and 1/8 bends, providing cleanout at end of lateral does not exceed 40 feet from junction. A single toilet or floor drain with 5 feet of main line is not considered a stack or line and does not require a cleanout. Batteries of fixture wastes connecting vertical into main line does not require individual cleanouts. Test tees may be used for cleanouts wherever practical.

e. Concealed Piping. Cleanouts on concealed piping shall be extended through and terminate flush with the finished wall or floor or brought to grade. Pits or chases may be left in the wall or floor, provided they are of sufficient size to permit removal of the cleanout plug and proper cleaning of the system.

f. Base of Stacks. A cleanout shall be provided at or near the foot of each vertical waste or soil stack.

g. Direction of Flow. Every cleanout shall be installed so that the cleanout opens in a direction opposite to the flow of the drainage line or at right angle thereto.

Cleanout plugs shall not be used for the installation of new fixtures or floor drains except where approved in writing by the Director.

Sec. 30-67. Size of Cleanouts.

a. Small Pipes. Cleanouts shall be of the same nominal size as the pipes up to 4 inches for larger piping.

b. Large Pipes. For underground piping over 10 inches, manholes shall be provided and

located at each 90 degree change in direction and at intervals of not more than 300 feet.

c. Covers. Approved metal covers shall be provided for manholes.

Sec. 30-67.1 Cleanout Clearances.

a. Large Pipes. Cleanouts on 3-inch or larger pipes shall be so installed that there is a clearance of not less than 18 inches for the purpose of rodding.

b. Small Pipes. Cleanouts smaller than 3 inches shall be so installed that there is a 12-inch clearance for rodding.

c. Concealment. Where it is necessary to conceal a cleanout plug, a covering plate or access door shall be provided which will permit ready access to the plug. Cement, plaster, or other permanent finishing material shall not be placed over a cleanout plug.

Sec. 30-68. Cleanout Equivalent.

A fixture trap or a fixture with integral trap, readily removable without disturbing concealed roughing work, may be accepted as a cleanout equivalent, if there is no more than one 90 degree bend on the line to be rodded.

Sec. 30-69. Acidproof Traps; Installation.

Where a vitrified-clay or other brittleware, acidproof trap is installed underground, it shall be embeded in concrete to a thickness of 6 inches from the bottom and sided or the trap.

Article VII. Interceptors- Separators and Backwater Valves.

Sec. 30-70. Interceptors & Separators.

a. When Required. Interceptors (including grease, oil, and sand interceptors, etc.) shall be provided when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing grease, flammable wastes, sand and other ingredients harmful to the building drainage system, the public sewer or sewage-treatment plant or processes.

b. Approval. The size, type and location of each interceptor or separator shall be approved by the Director and no wastes other than those requiring treatment or separation shall be discharged into any interceptor..

c. Separation. A mixture of light and heavy solids or liquids and solids having various specific gravities may be treated and then separated in an interceptor as approved by the Director in accordance with Section 30-72.

Sec. 30-71. Grease Interceptors, When Required.

A grease interceptor shall be installed in the waste line leading from sinks and dishwashers, drains, or other fixtures in the following establishments when, in the opinion of the Director, a hazard exists: restaurants, hotel kitchens or bars, factory cafeterias or restaurants, clubs, or other establishments where grease can be introduced into the drainage system in quantities that can effect line stoppage or hinder sewage disposal.

No grease interceptor shall be required for individual dwelling units or any private living quarters.

Sec. 30-72. Oil Separators.

An oil separator shall be installed in the drainage system or section of the system where, in the opinion of the Director, a hazard exists or where oils or other flammables can be introduced or admitted into the drainage system by accident or otherwise. The type of separator, the method of installation, and the location of same shall be approved by the Director.

Sec. 30-73. Sand Interceptors.

Sand and similar interceptors in commercial installations for heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than 6 inches.

Sec. 30-74. Venting Interceptors.

Interceptors shall be so designed that they will not become air bound if closed covers are used. Each interceptor shall be properly vented.

Sec. 30-75. Accessibility of Interceptor.

Each interceptor shall be so installed as to provide ready accessibility to the cover and means for servicing and maintaining the interceptor in working and operating condition. The use of ladders or the removal of bulky equipment in order to service interceptors shall constitute a violation of this section.

Sec. 30-76. Efficiency of Interceptors.

a. Flow Rate. Grease interceptors shall be rated and approved for their efficiency as determined by the Director and in accordance with generally accepted practice, or in accordance with the following table:

<u>Total Number of Fixtures Connected</u>	<u>Maximum Capacity of Fixtures Connected Gallons</u>	<u>Required Rate of Flow Per Minute Gallons</u>	<u>Grease Retention Capacity Pounds</u>
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<u>Total Number of Fixtures Connected</u>	<u>Maximum Capacity of Fixtures Connected Gallons</u>	<u>Required Rate of Flow per Minute Gallons</u>	<u>Grease Reten- tion Capacity Pounds</u>
1	50	20	40
2	65	25	50
3	90	35	70
4	125	50	100

No grease interceptor shall be approved until it has successfully passed the rating procedure set up by the Director.

b. Water Connection Prohibited. Water connection for cooling or operating an interceptor shall not be permitted.

Sec. 30-77. Laundries, Interceptors.

Commercial laundries shall be equipped with an interceptor having a removable wire basket or similar device that will prevent strings, rags, buttons, or other materials detrimental to the public sewerage system from passing into the drainage system. The basket or other similar device shall prevent passage into the drainage system of solids 1/2-inch or larger in size, and shall be removable for cleaning purposes.

Sec. 30-78. Bottling establishments.

Bottling plants shall discharge their process wastes into an interceptor which will provide for the separation of broken glass or other solids, before discharging liquid wastes into the drainage system.

Sec. 30-79. Slaughter Houses.

a. Separators. Slaughtering-room drains shall be equipped with separators which shall prevent the discharge into the drainage system of feathers, entrails, and other materials likely to clog the drainage system.

b. Interceptors. Slaughtering and dressing room drains shall be provided with interceptors approved by the Director in accordance with Section 30-70b.

c. Food Grinder. Food grinder wastes may discharge directly to the building drainage system.

Sec. 30-80. Commercial Grinders.

Where commercial food-waste grinders are installed, the waste therefrom may discharge directly into the building drainage system instead of through a grease interceptor.

Sec. 30-81. Maintenance.

Interceptors shall be maintained in efficient operating condition by periodic removal of accumulated grease.

a. Where required; depth. Oil separators shall be installed when required by the Director and shall have a depth of not less than 2 feet below the invert of the discharge drain.

b. Motor Vehicle Storage. Interceptors shall have a capacity of 6 cubic feet where not more than three vehicles are serviced and one cubic foot in net capacity shall be added for each additional vehicle up to ten vehicles. Where more than ten vehicles are serviced and stored, the Director shall determine the size of separator required.

c. Motor Vehicle Servicing. Where storage facilities are not maintained, as in repair shops, the capacity of the separator shall be based on a net capacity of 1 cubic foot for each 100 square feet of surface to be drained into the interceptor with a minimum capacity of 6 cubic feet.

d. Special Type Separators. Before installing any special type separator a drawing including all pertinent information shall be submitted for approval of the Director, as being in accordance with this Code.

Sec. 30-83. Backwater Valves.

a. Fixtures Subject to Backflow. The installation of backwater devices shall be in accordance with lawful requirements of the Director of Public Works. (See also Section 30-139i)

b. Fixture Branches. Backwater valves shall be installed in the branch of the building drain which receives only the discharge from fixtures located within such branch and below grade and shall be so constructed as to insure a mechanical seal against backflow. All bearing parts shall be of bronze or other corrosion resistant material.

c. Diameter. Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed.

d. Location. Backwater valves shall be so installed as to provide ready accessibility to their working parts.

Article VIII. Plumbing Fixtures

Sec. 30-4. General Requirements- Materials.

Plumbing fixtures shall be constructed from approved materials, have smooth impervious surfaces, be free from defects and concealed fouling surfaces, and, except as permitted elsewhere in this Code, shall conform in quality and design to one of the following standards:

Staple Porcelain Plumbing Fixtures, NBS Commercial Standard CS 4-29.

Vitreous China Plumbing Fixtures, NBS Commercial Standard CS 2-49.

Enameled Cast-Iron Plumbing Fixtures, NBS Commercial Standard CS 77-48.

Earthenware (vitreous glazed) Plumbing Fixtures, NBS Commercial Standard CS 111-43.

Plumbing Fixtures (for) Land Use, F.S. WW-P-541a-1947.

Formed Steel Enameled Sanitary Ware, F.S. WW-P-542.

Formed Metal Porcelain Enameled Sanitary Ware, NBS Commercial Standard CS 144-47.

Plumbing Fixtures, Fittings, Trim R 227-47.

Lavatory and Sink Traps R 21-46.

Sec. 30-85. Alternate Materials.

Sinks and special fixtures may be made of soapstone, chemical stoneware, or may be lined with lead, copper-base alloy, nickel-copper alloy, corrosion-resisting steel or other materials especially suited to the use for which the fixture is intended.

Sec. 30-86. Overflows.

a. Design. When any fixture is provided with an overflow, the waste shall be so arranged that the standing water in the fixture cannot rise in the overflow when the stopper is closed or remain in the overflow when the fixture is empty.

b. Connection. The overflow pipe from a fixture shall be connected on the house or inlet side of the fixture trap, except that overflows of flush tanks may discharge into the water closets or urinals served by them, but it shall be unlawful to connect such overflows with any other part of the drainage system.

Sec. 30-87. Installation.

a. Accessibility. Plumbing fixtures shall be installed in a manner to afford easy access for cleaning. Where practical, all pipes from fixtures shall be run to the nearest wall.

b. Joints. Where fixture comes in contact with wall and floor, the joint shall be watertight.

c. Securing Fixtures. Floor-outlet fixtures shall be rigidly secured to floor by screws or bolts.

d. Wall Hung Bowls. Wall hung water closet bowls shall be rigidly supported by a concealed metal supporting member so that no strain is transmitted to the closet connection.

e. Setting. Fixtures shall be set level and in proper alignment with reference to adjacent walls. (See Sec. 30-59)

Sec. 30-88. Water Supply Protection; Supply Fittings.

The supply lines or fittings for every plumbing fixture shall be so installed as to prevent backflow. (See Sec. 30-121c)

Sec. 30-89. Prohibited Fixtures and Connections.

Pan, valve, plunger, offset, wadout, latrine, frostproof, and other water closets having an invisible seal or an unventilated space or having walls which are not thoroughly washed at each discharge, are prohibited. Any water closet which might permit siphonage of the contents of the bowl back into the tank shall be prohibited.

Sec. 30-90. Water Closets.

a. Public Use. Water closet bowls for public use shall be of the elongated type.

b. Flush Tank Capacity. Water closet tanks shall have a flushing capacity sufficient to properly flush the water closet bowls with which they are connected.

c. Float Valves. Float valves in lowdown tanks shall close tight and provide water to properly refill the trap seal in the bowl.

d. Close Coupled Tanks. The flush-valve seat in close coupled water closet combinations shall be 1 inch or more above the rim of the bowl, so that the flush valve will close even if the closet trapway is clogged; or any closets with flush valve seats below the rim of the bowl shall be so constructed that in case of trap stoppage, water will not flow continuously over the rim of the bowl.

e. Automatic Flush Valves. Flush valves shall be so installed that they will be readily accessible for repairing. When the valve is operated, it shall complete the cycle of operation automatically, opening fully and closing positively under the service pressure. At each operation the valve shall deliver water in sufficient volume and at a rate that will thoroughly flush the fixture and refill the fixture trap. Means shall be provided for regulating flush valve flow. Not more than one fixture shall be served by a single flush valve. Protection against backflow shall be provided as specified in Section 30-88.

f. Seats. Water closets shall be equipped with seats of smooth non-absorbent material. All seats of water closets provided for public use shall be of the open-front type. Integral water closet seats shall be of the same material as the fixture.

Sec. 30-91. Urinals.

a. Automatic Flushing Tank, When Required. Tanks flushing more than one urinal shall

be automatic in operation and of sufficient capacity to provide the necessary volume to flush and properly cleanse all urinals simultaneously.

b. Urinals Equipped with Flush Valves. Flush valves shall be as prescribed in Section 30-90e and no manually operated valve shall be used to flush more than one urinal. Automatic electrically operated flush valves in a battery of urinals may be controlled from one central control device.

c. Through Urinals. Through urinals shall be not less than 6 inches deep and shall be furnished with one-piece backs and have strainers with outlets at least 1 1/2" in diameter. The washdown pipe shall be perforated so as to flush with an even curtain of water against the back of the urinal. This pipe shall be securely clamped as high as practicable to the back of the urinal. Trough urinals with tanks shall have a flushing capacity of not less than 1 1/2 gallons of water for each 2 feet of urinal length. Continuous water flow through perforated washdown pipe may be used to flush trough urinals.

d. Equivalent Length. Trough urinals shall be figured on the basis of one (1) urinal for each 18 inches of length, i.e.,

24-inch trough equals 1 urinal
 36-inch trough equals 2 urinals.
 48-inch trough equals 2 urinals.
 60-inch trough equals 3 urinals.
 72-inch trough equals 4 urinals.

e. Floor-Type Urinals Prohibited. Floor-type trough urinals are prohibited.

f. Surrounding Materials. The wall and floor space to a point 1 foot in front of urinal lip and 4 feet above the floor, and at least 1 foot to each side of the urinal, shall be lined with non-absorbent materials.

Sec. 30-92. Strainers Required.

All plumbing fixtures, other than water closets and syphon-action washdown or blowout urinals, shall be provided with metal strainers having waterway area complying with Section 30-84.

Sec. 30-93. Waste Outlets in Lavatories.

Lavatories shall have waste outlets not less than 1 1/4 inches in diameter. Wastes may have open strainers or may be provided with stoppers.

Sec. 30-94. Shower Receptors and Compartments.

a. Shower. All shower compartments, except those built directly on the ground or those having metal enameled receptors, shall have a properly protected lead or copper shower or the approved equivalent thereof or as determined by the Director or in the case of dwellings as approved by the F.H.A. The pan shall turn up on all sides at least 4 inches above the finished floor level or 3" above finished curb level whichever is the highest. Traps shall be so constructed that the pan may be securely fastened to the trap at the seepage entrance making a water-tight joint between the pan and trap. Shower receptacle waste outlets shall be not less than 2 inches in diameter and have removable strainers.

b. On the Ground. Shower receptors built on the ground shall be constructed from dense non-absorbent and non-corrosive materials and shall have smooth impervious surfaces, or as provided in Section 30-94a.

c. Construction. Floors under shower compartments shall be laid on a smooth and structurally sound base and shall be lined and made watertight with sheet lead, copper, or other acceptable materials. Shower compartments located in basements, cellars, or in other rooms in which the floor has been laid directly on the ground surface need not be lined.

d. Public or Institution Showers. Floors of public shower rooms shall be drained in such a manner that no waste water from any shower head will pass over areas occupied by other bathers.

e. Walls. Shower compartments shall have walls constructed of smooth, non-corrosive and non-absorbent waterproof materials to a height of not less than 6 feet above the floor.

f. Joints. Build-in tubs with overhead showers shall have waterproofed joints between the tub and waterproof wall.

Sec. 30-95. Sinks.

a. Waste Outlets. Sinks shall be provided with waste outlets not less than 1 1/2 inches in diameter. Waste outlets may have open strainers or may be provided with stoppers.

b. Food Grinders. Sinks on which a food grinder is installed shall have a waste opening not less than 3 1/2 inches in diameter.

Sec. 30-96. Food Waste Grinder Units.

a. Separate Connections. Domestic food waste disposal units may be connected and trapped separately from any other fixture or compartment. Units shall have either automatic or hand-operated water supply control. (See Section 30-121) No food waste grinder shall be connected through a grease interceptor.

b. Commercial Type Grinders, Requirements. Commercial type food grinders shall have an automatic water supply and shall be provided with not less than a 2-inch waste line. Each waste shall be trapped and vented as provided in other sections of this Code.

Sec. 30-97. Drinking Fountains.

a. Design and Construction. Drinking fountains shall conform to American Standard Specifications for Drinking Fountains. (ASA Z4.2-1942)

b. Protection of Water Supply. Stream projectors shall be so assembled as to provide an orifice elevation as specified by American Standard Air Gaps in Plumbing Systems (ASA A40.14-1942) and American Standard Backflow Preventers in Plumbing Systems. (ASA A40.16-1943.)

Sec. 30-98. Floor Drains.

Floor drains shall have approved metal traps and a minimum water seal of 3 inches and shall be provided with removable strainers. The open area of strainer shall be at least two-thirds of the cross section area of the drain line to which it connects.

Each floor drain shall be of a size to serve efficiently the purpose for which it is intended.

Sec. 30-99. Dishwashing Machines.

a. Protection. Domestic dishwashing machines shall meet requirements of Section 30-121c.

b. Separate Trap. Each unit shall be separately trapped and vented. Domestic dishwashers (pump models) may be installed to discharge on house side of sind P-trap.

c. Air Gap. Commercial dishwashing machines shall be connected through an air gap or as provided in Article X, "Indirect Waste Piping and Special Wastes." When a commercial dishwashing machines is located adjacent to a floor drain the waste from the dishwashing machines may be connected direct on the sewer side of the floor-drain trap.

d. Hot Water. Dishwashing machines or similar dishwashing equipment not in private living quarters or dwelling units shall be provided with water at 180 degrees F for sterilization.

Sec. 30-100. Multiple Wash Sinks.

a. Circular Type. Each 18 inches of wash sink circumference (circular type) shall be equivalent to one lavatory.

b. Straight Line Type. Multiple wash sinks of the straight line type shall have hot and cold combination spouts not closer than 18 inches from adjacent similar spouts and each spout shall be considered the equivalent of one lavatory.

Sec. 30-101. Garbage Can Washers.

a. Discharge. Garbage can washers shall not discharge through a trap serving any other device or fixture.

b. Grease Interceptor Required. The discharge from a garbage can washer shall be connected through a grease interceptor.

c. Baskets. The receptacle receiving the wash from garbage cans shall be provided with a basket or similar device to prevent the discharge of large particles into the building drainage system.

d. Connections. Water supply connections shall conform to Section 30-121c.

Sec. 30-102. Laundry Trays.

a. Waste Outlets. Each compartment of a laundry tray shall be provided with a waste outlet not less than 1 1/2 inches in diameter and with a stopper.

b. Overflow. Laundry tray overflows shall conform to the requirements of Section 30-86a.

Sec. 30-103.k Special Fixtures and Specialties.

Baptistries, ornamental and lily pools, aquaria, ornamental fountain basins and similar constructions when provided with water supplies shall be protected from back-siphonage as required in Section 30-121c. Specialties requiring water and waste connections shall be submitted for approval of the Director.

Sec. 30-104. Minimum Facilities.

Wherever plumbing fixtures are installed they shall be in accordance with the following table, unless otherwise specifically provided:

TABLE 30-104 - TABLE OF MINIMUM FACILITIES¹

TYPE OF BUILDING OR OCCUPANCY ²	WATER CLOSETS		URINALS	LAVATORIES		BATHTUBS OR SHOWERS	DRINKING FOUNTAINS ³
Dwelling or Apt. Houses	1 for each dwelg. or apartment unit			1 for each apt. or dwelling unit		1 for each apartment of dwelling unit	
Schools ⁴	Male	Female		Male	Female		1 jet per 75 persons
Elementary	1 per 35	1 per 25	1 per 30 male	1 per 75	1 per 60		1 jet per 75 persons
Secondary	1 per 50	1 per 30	1 per 30 male	1 per 75	1 per 60		
Office of Public Buildings	No. of Persons	No. of Fixtures	Wherever urinals are provided for men, one water closet less than the no. specified may be provided for each urinal installed ² except that the no. of water closets in such cases shall not be reduced to less than 2/3 of the minimum specified.	No. of Persons	No. of Fixtures		1 for each 75 persons.
	1-15	1		1-15	1		
	16-35	2		16-35	2		
	36-55	3		36-60	3		
	56-80	4		61-90	4		
	81-110	5		91-125	5		
	111-150	6		1 fixture for each 45 additional persons.			
Manufacturing, Warehouses, Workshops, Loft Building, Foundries and similar establishments ⁵	No. of Persons	No. of Fixtures	Same substitution as above	1-100 persons 1 fixture for each 10 persons. Over 100, 1 for each 15 persons ^{6,7}		1 shower for each 15 persons exposed to excessive heat or to skin contamination with poisonous, infectious, or irritating material.	1 for each 75 persons
	1-9	1					
	10-24	2					
	25-49	3					
	50-74	4					
	75-100	5					
	1 fixture for each additional 30 employees.						
Dormitories ⁸	Male: 1 for each 10 persons. Female: 1 for each 8 persons. Over 10 persons, add 1 fixture for each 25 additional males and 1 for each 20 additional females.		1 for each 25 men. Over 150 persons, add 1 fixture for each additional 50 men.	1 for each 12 persons (separate dental lavatories should be provided in community toilet rooms. Ration of dental lavatories for each 50 persons is recommended). Add 1 lavatory for each 20 males, 1 for each 15 females.		1 for each 8 persons. In the case of women's dormitories, additional bathtubs should be installed at the ratio of 1 for each 30 females. Over 150 persons, add 1 fixture for each 20 persons.	1 for each 75 persons

2048-10

649

TABLE 30-104 - TABLE OF MINIMUM FACILITIES¹ (Continued)

TYPE OF BUILDING OR OCCUPANCY ²	WATER CLOSETS	URINALS	LAVATORIES	BATHTUBS OR SHOWERS	DRINKING FOUNTAINS ³
Theatres, Auditoriums	No. of Persons	No. of Fixtures (Male)	No. of Persons	No. of Fixtures	1 jet per 200 persons
	1-100	M. 1	1-200	1	
	101-200	F. 1	201-400	2	
	201-400	2	401-600	3	
	Over 400, add 1 fixture for each additional 500 males and 1 for each 300 females	3	Over 600, 1 for additional 300 males.	Over 750, 1 for each additional 500 persons.	

¹ The figures shown are based upon one fixture being the minimum required for the number of persons indicated or any fraction thereof.

² Building category not shown on this table. Will be considered separately by the Chief Plumbing Inspector.

³ Drinking fountains shall not be installed in toilet rooms.

⁴ This schedule has been adopted (1945) by the National Council on Schoolhouse Construction.

⁵ As required by the American Standard Safety Code for Industrial Sanitation in Manufacturing Establishments (ASA Z4.1-1935).

⁶ Where there is exposure to skin contamination with poisonous, infectious, or irritating materials, provide 1 lavatory for each 5 persons.

⁷ 4-11 inch wash sink or 18 inches of a circular basin, when provided with water outlets for such space, shall be considered equivalent to 1 lavatory.

⁸ Laundry trays, 1 for each 50 persons. Slop sinks, 1 for each 100 persons.

GENERAL. In applying this schedule of facilities, consideration must be given to the accessibility of the fixtures. Conformity purely on a numerical basis may not result in an installation suited to the need of the individual establishment. For example, schools should be provided with toilet facilities on each floor having classrooms.

Article IX. Hangers and Supports

Sec. 30-105. Vertical Piping.

- a. Attachment. Vertical piping shall be secured at sufficiently close intervals to keep the pipe in alignment and carry the weight of the pipe and contents.
- b. Cast Iron Soil Pipe. Cast iron soil pipe shall be supported at the base and at each story level not to exceed 15 feet.
- c. Screwed Pipe. Screwed Pipe (SPS) shall be supported at the base and at not less than every other story level not to exceed 30 feet.
- d. Copper Tube. Copper tube shall be supported at each story for piping 1 1/2 inches and over and at not more than 6 foot intervals for piping 1 1/4 inches and smaller.
- e. Lead Pipe. Lead pipe shall be supported at intervals not exceeding 4 feet.

Sec. 30-106. Horizontal Piping.

- a. Supports, In General. Horizontal piping shall be supported at sufficiently close intervals to keep it in alignment and prevent sagging.
- b. Cast Iron Soil Pipe. Cast iron soil pipe shall be supported at not more than 5-foot intervals.
- c. Screwed Pipe. Screwed pipe (SPS) shall be supported at approximately 10-foot intervals.
- d. Copper Tubing. Copper tubing shall be supported at approximately 6-foot intervals for piping 1 1/2 inches and smaller and 10-foot intervals for piping 2 inches and larger.
- e. Lead Pipe. Lead pipe shall be supported by strips or otherwise for its entire length.
- f. In Ground. Pipe in the ground shall be laid on a firm bed for its entire length, except where support is otherwise provided which is adequate in the judgment of the Director.

Sec. 30-107. Hangers and Anchors.

Hangers and anchors shall be of metal of sufficient strength to maintain their proportional share of the pipe alignments and prevent rattling and shall be securely attached to the building construction.

Sec. 30-108. Stains and Stresses.

- a. Installation of Pipe. Piping in a plumbing system shall be so installed as to prevent undue strains and stresses. Provisions shall be made for expansion and contraction of piping and for structural settlement that may affect the piping.
- b. Piping in Concrete. Piping in concrete or masonry walls or footings shall be placed or installed in chases or recesses which will permit access to the piping for repairs or replacement.

Article X. Indirect Waste Piping and Special Wastes

Sec. 30-109. General.

Wastes from the following shall discharge to the building drainage system through an air gap serving the individual fixtures, devices appliances or apparatus.

- a. Food Handling. Establishments engaged in the storage, preparation, selling, serving, processing, or otherwise handling of food shall have the waste piping from all refrigerators, ice boxes, cooling or refrigerating coils, steam tables, egg boilers, coffee urns or similar equipment discharge indirectly into a sink or receptor and the waste outlet shall terminate at least 2 inches above the flood rim of such sink or receptor.
- b. Connection. Indirect waste connections shall be provided for drains, overflows, or relief vents from the water supply system or air conditioning units.
- c. Sterile Materials. Appliances, devices, or apparatus such as sterilizers, stills, and similar equipment requiring water and waste connections and used for sterile material shall be indirectly connected or provided with an air gap between the trap and the appliance.
- d. Drips. Appliances, devices, or apparatus not regularly classed as plumbing fixtures but which have drips or drainage outlets, shall be drained by indirect waste pipes discharging into an open receptacle as provided in Paragraph 30-109b.
- e. Commercial Dishwashing Machines. Dishwashing machines, except those in private living quarters or dwelling units, shall be indirectly connected, except that when a dishwashing machine is located adjacent to a floor drain the waste from the dishwashing machine may be connected direct on the sewer side of the floor-drain trap.
- f. Interceptor. An interceptor may be placed on the outlet side of the dishwashing machine, or on the discharge side of the indirect waste receptor.

Sec. 30-110. Material and Size.

The material and size of indirect waste pipes shall be in accordance with the provisions of the other sections of this Code applicable to sanitary drainage piping.

Sec. 30-111. Length

a. Waste Pipe. Any concealed indirect waste pipe exceeding five feet in length shall be trapped at its inlet, except that condensate drains in refrigeration Air Conditioning Systems shall not require traps.

b. Maximum Length. The maximum length of the indirect waste to vent shall not exceed 15 feet.

c. Accessibility. Indirect waste piping shall be so installed as to permit ready access for flushing and cleansing.

Sec. 30-112. Air Gap or Backflow Preventer.

The air gap between the indirect waste and the building drainage system shall be at least twice the effective diameter of the drain served and shall be provided in one of the following ways:

a. By extending the indirect waste pipe to an open, accessible slop sink, floor drain, or other suitable fixture which is properly trapped or vented. The indirect waste shall terminate a sufficient distance above the flood level rim of the receiving fixture to provide the required air gap, and shall be installed in accordance with other applicable sections of this Code.

b. By providing a break (air gap) in the drain connection on the inlet side of the trap serving the fixture, device, appliance or apparatus.

Sec. 30-112. Receptors.

a. Installation. Waste receptors serving indirect pipes shall not be installed in any toilet room, nor in any inaccessible or unventilated space, or any return air plenum.

b. Cleanout Location. If the indirect waste receptor is set below floor level, cleanout shall be brought level with the floor.

c. Strainers and Baskets. Every indirect waste receptor shall be equipped either with a readily removable metal basket or a dome strainer except no strainer shall be required on receptors receiving clear water waste.

d. Splashing. All plumbing receptors receiving the discharge of indirect waste pipes shall be of such shape and capacity as to prevent splashing or flooding. No plumbing fixture which is used for domestic or culinary purposes shall be used to receive the discharge of an indirect waste pipe.

Sec. 30-114. Clear Water Wastes.

Water lifts, expansion tanks, cooling jackets, sprinkler systems, drip or overflow pans, or similar devices which waste clear water only shall discharge onto a roof or into the building drainage system through an indirect waste.

Sec. 30-115. Condensers and Sumps.

No steam pipe shall connect to any part of a drainage or plumbing system, nor shall any water above 180 degrees F. be discharged into any part of a drainage system. Such pipes may be directly connected to the system by discharging into an interceptor then into the drainage system.

Sec. 30-116. Drinking Fountains.

Drinking fountains may be installed with indirect wastes.

Sec. 30-117. Acid and Special Wastes.

a. Acid Waste. Acid and chemical indirect waste pipes shall be of materials unaffected by the discharge of such wastes.

b. Neutralizing Device Required. In no case shall corrosive liquids, spent acids, or other harmful chemicals which might destroy or injure a drain, sewer, soil or waste pipe, or which might create noxious or toxic fumes, discharge into the plumbing system without being thoroughly diluted or neutralized by passing through a properly constructed and acceptable dilution or neutralizing device. Such device shall be automatically provided with a sufficient intake of diluting water or neutralizing medium, so as to make its contents noninjurious before being discharged into the soil or sewage system.

c. Special Wastes. Clear water wastes under counters such as soda fountains, cooling unit condensate drips, steam tables, crushed ice chests, chilled water stations, cooling coil water, food counters, etc., shall be considered special wastes. Where convenient, they may be combined above the floor with their respective fittings and cleanouts, and site drip into a bar waste or properly trapped and vented floor sink. In other instances, each shall site drip into their own trap. An individual trap within 10 feet of its bar waste or floor sink need not be individually vented. Domestic plumbing fixtures shall not connect to these lines.

Wastes on commercial equipment such as scullery compartment sinks, dishwashers, grease traps, X-Ray and developing tanks, washing machine stand pipes, shall also be considered special wastes.

Article XI. Water Supply and Distribution

Sec. 30-118. Quality of Water Supply.

a. Acceptable Sources. Where a public supply of potable water is not available, requirements satisfactory to the City Health Department shall be observed.

b. Non-potable Water. Non-potable water may be used for flushing water closets and

and urinals and other fixtures not requiring potable water, provided such water shall not be accessible for drinking or culinary purposes.

Sec. 30-119. Identification of Piping Carrying Non-Potable Water.
(Color Code)

All piping conveying non-potable water shall be adequately and durably identified by a distinctive yellow-colored paint so that it is readily distinguished from piping carrying potable water. (See ASA Z53-1-1945 Safety Color Code for Marking Physical Hazards.)

Sec. 30-120. Water Supply Mandatory.

Every building for human occupancy or habitation in which plumbing fixtures are installed shall be provided with an ample supply of pure and wholesome water.

Sec. 30-121. Protection of Potable Water Supply.

a. Cross Connections. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.

b. Approval of Devices. Before any device for the prevention of backflow or back-siphonage is installed, it shall have first been certified as meeting the requirements of the Texas State Department of Health by a recognized testing laboratory acceptable to the Director. Devices installed in a potable water supply for protection against backflow shall be maintained in good working condition by the person or persons having control of such devices. The Director may inspect such devices and, if found to be defective or inoperative, shall require the replacement or repair thereof.

c. Backflow. The water distribution system shall be protected against backflow. Every water outlet shall be protected from backflow, preferably by having the outlet end from which the water flows sufficient to provide a "minimum required air gap" as defined in ASA A40.4-1942. Where it is not possible to provide a minimum air gap, the water outlet shall be equipped with an accessibly located backflow preventer complying with requirements of the Texas State Department of Health, installed on the discharge side of the manual control valve.

Sec. 30-122. Vacuum Breakers and Air Gaps.

a. Flush Valves. Flush valves shall be equipped with an approved vacuum breaker. The vacuum breaker shall be installed on the discharge side of the flushing valve with the vertical level at least 4 inches above the overflow rim of the bowl.

b. Flushing Tanks. Flushing tanks shall be equipped with an approved ball-cock. The ball-cock shall be installed with the critical level of the vacuum breaker at least 1 inch above the full opening of the overflow pipe. In cases where the ball-cock has no hush tube, the bottom of the water supply inlet shall be installed 1 inch above the full opening of the overflow pipe.

c. Lawn Sprinklers. Lawn sprinkler systems shall be equipped with an approved preventer on the discharge side of each of the last valves. The preventer shall be at least 6 inches above the highest head and at no time less than 6 inches above the surrounding ground. Where combination control valves and backflow preventers are installed, the bottom of the valve shall constitute the bottom of the backflow preventer.

d. Valve Outlet. Fixtures with hose attachments shall be protected by an approved backflow preventer installed six inches above the highest point of usage and on the discharge side of the valve.

Sec. 30-123. Water Distribution Pipe, Tubing and Fittings.

a. Materials. Materials for water pipes and tubing shall be brass, copper, cast iron, wrought iron, open-hearth iron, or steel, with appropriate approved fittings. All threaded ferrous pipe and fittings shall be galvanized (zinc coated) inside and outside or galvanized outside and cement lined inside. When used underground, all ferrous pipe and fittings shall be coated with coal tar enamel or other coatings approved for such purpose, and all threaded joints therein shall be coated and wrapped after installation, all such methods to be approved by the Director. (See Article IV for Standards on Coal Tar Enamel Coatings.) Underground connections between ferrous and non-ferrous pipe shall be made only through an approved dielectric insulating type of coupling, union, or connector.

b. Inaccessible pipes. Inaccessible water piping in or under floor slabs shall be minimum weight Type L copper tubing. Copper piping shall be continuous through the floor having no fitting or joints below the surface of the floor.

c. Separation from drain and sewer. Except as permitted in Section 30-123d, the underground water-service pipe and the building drain or building sewer shall be not less than 5 feet apart horizontally and shall be separated by undisturbed or compacted earth.

d. When separation not required. Where the water-service pipe is 2" in diameter and less, the water service pipe may be placed in the same trench with the building drain and building sewer provided the following conditions are met:

The bottom of the water-service pipe, at all points, shall be at least 12 inches above the top of the sewer at its highest point. The water-service pipe shall be placed on a solid shelf excavated at one side of the common trench. The number of joints in the water-service pipe shall be kept to a minimum. The materials and joints of sewer and water-service pipe shall be installed in such manner and shall possess the necessary strength and durability to prevent the escape of solids, liquids, and gases, therefrom, under all known adverse conditions such as corrosion, strains due to temperature changes, settlement, vibrations, and super-imposed loads.

e. Stop and Waste Valve Combination. Combination stop-and-waste valves and cocks shall not be installed in an underground service pipe.

f. Private Water Supply. Noprivate water supply shall be inter-connected with any public water supply.

Sec. 30-124. Water Pumping and Storage Equipment.

a. Pumps and Other Appliances. Water pumps, tanks, filters, softeners, and all other appliances and devices shall be protected against contamination.

b. Water Supply Tanks. Potable water supply tanks shall be properly covered to prevent the entrance of foreign material or insects into the water supply. Soil or waste lines shall not pass directly over such tanks.

c. Pressure Tanks, Boilers, and Relief Valves. The drains from pressure tanks, boilers, relief valves and similar equipment shall be connected to a drainage system through an indirect waste.

d. Cleaning, Painting, Repairing Water Tanks. Potable water-supply tank used for domestic purposes shall not be lined, painted, or repaired with any material which will affect either the taste or the potability of the water supply when the tank is returned to service. Tanks shall be disconnected from the system during such operations, to prevent any foreign fluid or substance from entering the distribution piping.

Sec. 30-125. Water Supply Tanks.

a. When Required. When the water pressure from the City mains during flow is insufficient to supply all fixtures freely and continuously, the rate of supply shall be supplemented by a gravity house tank or booster system.

b. Support. All water-supply tanks shall be supported in accordance with the building code or other regulations which apply.

c. Overflow Pipes for Water-Supply Tanks. Overflow pipes for gravity tanks shall discharge above and within 6 inches of a roof or catch basin, or they shall discharge over an open, water-supplied sink. Adequate overflow pipes properly screened against the entrance of insects and vermin shall be provided.

d. Tank Supply. The water-supply inlet within the tank shall be at an elevation not less than is required for an air gap in an open tank with overflow, but in no case shall the elevation be less than 4 inches above the overflow.

e. Drains. Water-supply tanks shall be provided with valved drain lines located at their lowest point and discharged as an indirect waste or as required for overflow pipes in Section 30-121c.

f. Size of Overflow. Overflow drains for water supply tanks shall not be less than the following:

Drain Pipe (Inches)	Tank Capacity (Gallons)	Drain Pipe (Inches)	Tank Capacity Gal.
1	Up to 750.	2 1/2	3,001 to 5,000.
1 1/2	751 to 1,500.	3	5,001 to 7,500.
2	1,501 to 3,000.	4	Over 7,500.

Each drain line shall be equipped with a quick-opening valve of the same diameter as the pipe.

g. Gravity and Suction Tanks. Tanks used for domestic water supply, combined supply to fire standpipes and domestic water system, or to supply standpipes for fire-fighting equipment only, shall be equipped with tight covers which are vermin and rodent proof. Such tanks shall be vented with a return bend vent pipe having an area not less than one-half the area of the down feed riser and the vent opening shall be covered with a metallic screen of not less than 100 mesh.

h. Pressure Tanks. Pressure tanks shall be used for supplying water to domestic water distribution system, combined supply to fire standpipes and domestic water system.

Sec. 30-126. Allowance for Character of Water.

a. Selection of Materials. When selecting the material and size for water supply pipe, tubing, or fittings, due consideration shall be given to the action of the water on the interior and to the soil, fill or other material on the exterior of the pipe. No material that would produce toxic conditions in a potable water supply system shall be used for piping, tubing or fittings.

b. Used Piping. No piping material that has been used for other than a potable water supply system.

~~-----e. Tank Controls. Supply lines taken from pressure or gravity tanks-----~~

Sec. 30-127. Water Supply Control.

a. Water Supply Control. A main shut-off valve on the water service pipe shall be provided near the property line.

b. Tank Controls. Supply lines taken from pressure or gravity tanks shall be valved at or near their source.

c. Separate Controls for Each Family Unit. In two-family or multiple dwellings, each family unit shall be controlled by an arrangement of shut-off valves which permit each group of fixtures or the individual fixtures to be shut-off without interference with the water supply to any other family unit or portion of the building. All water

ORDINANCE 28, 815 continued.

closets, lavatories, and all water closets, lavatories, and all types of sinks shall be provided with individual stop or shut-off valves. A group of fixtures means two or more fixtures adjacent or near each other. In a one-family house, one or two bathrooms adjacent or one over the other may be considered a group.

d. Buildings Other Than Dwellings. In all buildings other than dwellings shut-off valves shall be installed, which permit the water supply to all equipment in each separate room to be shut off without interference with the water supply to any other room or portion of the building.

e. Water Heating Equipment. A shut-off valve shall be provided in the cold water branch line to each water tank or each water heater.

Sec. 30-128. Water Supply Distribution.

The water service pipe from the street main to the water distribution system for the building shall be of sufficient size to furnish an adequate flow of water to meet the requirements of the building at peak demand, and in no case shall be less than 3/4 inch nominal diameter from main to point of first building outlet or branch take-off. If flush valves or other devices requiring a high rate of water flow are used, the water service pipe shall be designed to supply this flow. The demand load in the building water supply system shall be based on the number and kind of fixtures installed and the probable simultaneous use of these fixtures.

Sec. 30-129. Procedure in Sizing the Water Distribution System of a Building.

a. Sizing. The sizing of the water distribution system shall conform to good engineering practice. When required by the Director, the sizing of the water distribution system shall be calculated by a registered mechanical engineer or other acceptable authority.

The minimum size of a fixture supply pipe shall be as follows:

TYPE OF FIXTURE OR DEVICE	PIPE SIZE (INCHES)	TYPE OF FIXTURE OR DEVICE	PIPE SIZE (INCHES)
Bath Tubs-----	1/2	Shower (Single Head)-----	1/2
Combination Sink and tray-----	1/2	Sinks (Serv., Slop)-----	1/2
Drinking Fountain-----	3/8	Sinks Flushing Rim-----	3/4
Dishwater (Domestic)-----	1/2	Urinal (Flush Tank)-----	1/2
Kitchen Sink, Residential-----	1/2	Urinal (Direct Flush-Valve)	3/4
Kitchen Sink, Commercial-----	3/4	Water Closet (Flush valve	
Lavatory-----	3/8	type)---	1
Laundry Tray, 1, 2 or 3		Hose Bibbs-----	1/2
compartments-----	1/2	Wall Hydrant-----	1/2

For fixtures not listed, the minimum supply branch may be made the same as for the comparable fixture.

b. Auxiliary Pressure- Supplementary Tank. If the residual pressure in the system is below the allowable minimum at the highest water outlet when the flow in the system is at peak demand, an automatically controlled pressure tank or gravity tank shall be installed, of sufficient capacity to supply sections of the building installation which are too high to be supplied directly from the public water main.

c. Low Pressure Cut-Off. When a booster pump is used on an auxiliary pressure system and the possibility exists that a pressure of 20 pounds per square inch or less may occur on the suction side of the pump, there shall be installed a low-pressure cut-off on the booster pump to prevent the creation of negative pressures on the suction side of the water system. Other arrangements may be used if found adequate and if approved as such by the administrative authority.

d. Variable Street Pressures. When the street main has a wide fluctuation in pressure during the day, the water distribution system shall be designed for minimum operating pressure available.

e. Hazard and Noise. Where water pressures are excessive, air chambers or other approved mechanical devices shall be provided to reduce water hammer or line noises to such an extent that no pressure hazard to the piping system will exist.

Sec. 30-130. Hot Water Distribution.

The sizing of the hot water distribution piping shall conform to good engineering practice. (See Section 30-129)

Sec. 30-131. Safety Devices.

a. Pressure Relief Valve. Pressure relief valves shall be installed for all equipment used for heating or storage of hot water. The rate of discharge of such valve shall limit the pressure rise for any given heat input to 10 per cent of the pressure at which the valve is set to open.

b. Temperature Relief Valves or Energy Shut-Off Devices. Temperature relief valves or energy shut-off devices shall be installed for equipment used for the heating or storage of hot water. Each temperature relief valve shall be rated as to its BTU capacity. At 210 degrees F, it shall be capable of discharging sufficient hot water to prevent any further rise in temperature. As an alternative to the temperature relief valve, and in lieu thereof, an energy shut-off device may be used, which will cut off the supply of heat energy to the water tank before the temperature of the water in the tank exceeds 210 degrees F.

c. Approvals. Combination pressure and temperature relief valves, separate pressure and temperature relief valves, or energy shut-off devices, which have been tested and approved by, or meet the specification requirements of the American Gas Association, the Underwriter's Laboratories, Inc., or other recognized approved authorities, shall be considered acceptable.

Relief Valve Location. Temperature relief valves shall be so located in the tank as to be actuated by the water in the top one-eighth of the tank served and in no case more than 3 inches away from such tank. Pressure relief valves may be located adjacent to the equipment they serve. There shall be no check valve or shut-off valve between a relief valve and the heater or tank for which it is installed.

e. Relief Outlet Wastes. The outlet of a pressure, temperature, or other relief valve shall be piped to the outside of the building or to a waste outlet, so arranged as to prevent damage or injury due to escaping water or steam. It shall not be connected to the drainage system as a direct waste.

f. Pressure Marking of Storage Tank. Any storage tank hereafter installed for domestic hot water shall have clearly and indelibly stamped in the metal, or so marked upon a plate welded thereto, or otherwise permanently attached, the maximum allowable working pressure. Such markings shall be in an accessible position outside of the tank so as to make inspection or reinspection readily possible. All storage tanks for domestic hot water shall meet the applicable ASME standards.

Sec. 30-132. Miscellaneous.

a. Drain Cock. All storage tanks shall be equipped with adequate drain cocks.

b. Line Valves. Valves in the water supply distribution system, except those immediately controlling one fixture supply, when fully opened shall have a cross-sectional area of the nominal size of the pipe in which the valve is installed.

c. Water Used for Processing. Water used for cooling of equipment or similar purposes shall not be returned to the potable water distributing system. When discharged to the building drainage system, the waste water shall be discharged through an indirect waste pipe or air gap.

Article XII. Drainage System

Sec. 30-133. General.

a. Materials. Pipe, tubing and fittings for drainage systems shall comply with the provisions of Article IV of this Code. Above ground piping within buildings and piping in raceways or tunnels shall be of cast iron, galvanized open-hearth iron, lead, brass, or vopper pipe, or copper tubing. (See Section 39-50)

b. Underground Piping Within Buildings. All drains within buildings, when underground, shall be of cast iron soil pipe. For building over two stories or more in height, the pipe shall be of extra-heavy weight cast iron.

c. Fittings. Fittings on the drainage system shall conform to the type of piping used. Fittings on screwed pipe shall be of the recessed drainage type. (See Section 30-27)

Sec. 30-134. Building Sewer.

a. Separate Trenches. The building sewer, when installed in a separate trench from the water-service pipe, shall be cast-iron sewer pipe, vitrified-clay sewer pipe, concrete sewer pipe, bituminized-fiber sewer pipe, or asbestos-cement sewer pipe, or asbestos-cement sewer pipe. Joints shall be watertight and rootproof.

b. One Trench. The building sewer, when installed in the same trench with the water-service pipe shall be constructed of durable materials which are corrosion-resistant and shall be so installed as to remain watertight and be rootproof. The building sewer shall be tested with a 10-foot head of water or equivalent and found to be tight.

c. Sewer in Filled Ground. A building sewer or building drain installed in filled or unstable ground shall be of cast-iron pipe, except that nonmetallic drains may be laid if installed in accordance with Section 30-134a; in any case, piping material which does not have the strength to bridge across unstable ground must be provided with a level support upon which the piping can rest without undue stress during settling action of unstable soil or ground.

d. Sanitary and Storm Sewers. Where separate systems of sanitary drainage and storm drainage are installed in the same property, the sanitary and storm building sewers or drains may be laid side by side in one trench.

e. Cleanouts. Cleanouts on building sewers shall be located as set forth under Section 30-66.

Sec. 30-135. Drainage Piping Installation.

Horizontal drainage piping shall be installed at a uniform slope but at slopes not less than as follows:

a. Small Piping. Horizontal drainage piping of 3-inch diameter and less shall be installed with a fall of not less than 1/4 inch per foot.

b. Large Piping. Horizontal drainage piping larger than 3-inch diameter shall be installed with a fall of not less than 1/8 inch per foot.

c. Minimum Velocity. Where conditions do not permit building drains and sewers to be laid with a fall as great as that specified, then a lesser slope may be permitted provided the computed velocity will not be less than 2 fps.

Sec. 30-126. Fixture Unit Valves.

a. Fixture unit valves as given in Table 30-136 a designate the relative load weight of different kinds of fixtures which shall be employed in estimating the total load carried by a soil water pipe and shall be used in connection with the tables of sizes for soil,

waste, and drain pipes for which the permissible load is given in terms of fixture units.

Table 30-136a

TABLE OF FIXTURE UNITS PER FIXTURE OR GROUP

FIXTURE TYPE	FIXTURE-UNIT VALVE AS LOAD FACTORS	MINIMUM SIZE OF TRAP ² INCHES
Automatic Clothes Washer	3	2
1 Bathroom group consisting of water closet, lavatory and bathtub or shower stall	Tank Water Closet 6 Flush-valve Water Closet 8	
Bathtub ¹ (with or without over-head shower)	2	2 C.I. or Copper "P" trap or drum trap
Bathtub ¹	3	
Bidet	3	Nominal 1 1/2
Combination sink and tray	3	1 1/2
Combination sink and tray food disposal unit	4	Separate traps of
Dental unit or cuspidor	1	1 1/4
Dental lavatory	1	1 1/4
Drinking Fountain	1/2	1 1/4
Dishwater ² domestic	2	1 1/2
Floor Drains	1	2
Kitchen sink, domestic	2	1 1/2
Kitchen sink, domestic with food waste grinder	3	2
Lavatory ⁴	1	Small P.O. 1 1/4
Lavatory ⁴	2	Large P.O. 1 1/2
Lavatory, barber, beauty parlor	2	1 1/2
Lavatory, surgeon's	2	1 1/2
Laundry Tray (1 or 2 compartments)	2	1 1/2
Shower Stall, domestic	2	2
Showers (group) per head ²	3	
Sinks		
Surgeon's	3	1 1/2
Flushing rim (with valve)	8	3
Service (trap standard)	3	3
Service (P trap)	2	2
Pot, Scullery, etc. ²	4	1 1/2
Urinal, pedestal, syphon jet, blowout	8	Nominal 3
Urinal, wall lip	4	1 1/2
Urinal stall, washout	4	2
Urinal trough ² (each 2-ft. section)	2	1 1/2
Wash sink ² (circular or multiple each set of faucets)	2	Nominal 1 1/2
Water closet, tank-operated	4	Nominal 3
Water closet, valve-operated	8	3

Notes to Table 30-136a (Page 63)

- 1 A shower head over a bathtub does not increase the fixture value.
- 2 See Sec. 30-136b for method of computing unit value of fixtures not listed in Table 30-136a.
- 3 Size of floor drain shall be determined by the area of surface water to be drained.
- 4 Lavatories with 1 1/4 or 1 1/2-inch trap have the same load value; larger P.O. plugs have greater flow rate.

b. Fixtures not listed in Table 30-136a shall be estimated in accordance with the following Table 30-136b:

Table 30-136b

TABLE OF FIXTURE UNITS PER TRAP OR DRAIN SIZE

Fixture Drain or Trap Size (Inches)	Fixture Unit Value
1-1/4 and smaller	1
1-1/2	2
2	3
2-1/2	4
3	5
4	6

- (1) Twenty per cent of the above total vent length may be installed in a horizontal position.
 (2) Not over 2 water closets may be installed on a 3-inch stack.

General: Vent lines are to be no less than one size smaller than the fixture trap being served, and in no case less than one and one quarter (1 1/4) inches. All water closet revents are to be no less than 2-inches in size.

- (3) No water closets permitted.

b. Minimum Size of Soil and Waste Stacks. No soil or waste stack shall be smaller than the largest horizontal branch connected thereto except that a 4 x 3 water closet connection shall not be considered as a reduction in pipe size.

c. Minimum Size of Stack Vent or Vent Stack. Any structure in which a building drain is installed shall have at least one stack vent or vent stack carried full size through the roof not less than 3 inches in diameter or the size of the building drain, whichever is the lesser, and in no case shall the total vent area be less than total building drain area, except as provided in Section 30-151.

d. Future Fixtures. When provision is made for the future installation of fixtures, those provided for shall be considered in determining the required sizes of drain pipes. Construction to provide for such future installation shall be terminated with a plugged fitting or fittings at the stack so as to form no dead ends.

e. Underground Drainage Piping. No portion of the drainage system installed underground or below a basement or cellar shall be less than 2 inches in diameter.

Sec. 30-138. Offsets on Drainage Piping.

a. Offsets of 45 Degrees or Less. An offset in a vertical stack, with a change of direction of 45 degrees or less from the vertical, may be sized as a straight vertical stack. In case a horizontal branch connects to the stack within 2 feet above or below the offset, a relief vent shall be installed in accordance with "Relief Vents", Article VIII of this Chapter.

b. Above Highest Branch. An offset above the highest horizontal branch is an offset in the stack vent and shall be considered only as it affects the developed length of the vent.

c. Below Lowest Branch. In the case of an offset in a soil or waste stack below the lowest horizontal branch, no change in diameter of the stack because of the offset shall be required if it is made at an angle not greater than 45°, the required diameter of the offset and the stack below it shall be determined as for a building drain. (See Table 30-137a(1))

d. Offsets of More than 45 Degrees. A stack with an offset of more than 45 degrees from the vertical shall be sized as follows:

The portion of the stack above the offset shall be sized as for a regular stack based on the total number of fixture units above the offset. The upper portion of the stack above the offset shall be sized as for a building drain. (See Table 30-137a(1), Column 5)

The portion of the stack below the offset shall be sized as for the offset or based on the total number of fixture units on the entire stack, whichever is the larger. (See Table 30-137a(3) "B", Column 2)

A relief vent for the offset shall be installed as provided in Article XIII, and in no case shall the horizontal branch connect to the stack within 2 feet above or below the offset.

Sec. 30-139. Sumps and Ejectors.

a. Building Drains Below Sewer. Building drains which cannot be discharged to the sewer by gravity flow shall be discharged into a tightly covered and vented sump from which the liquid shall be lifted and discharged into the building gravity drainage system by automatic pumping equipment, which shall have discharge line provided with clear-way check valve and gate valve on street sewer side of check valve.

b. Storage Period. The storage of drainage in a sump or ejector shall not exceed a period of 12 hours.

c. Design. Sump and pumping equipment shall be so designed as to discharge all contents accumulated in the sump during the cycle of emptying operation.

d. Venting. The system of drainage piping below the sewer level shall be installed and vented, in a manner similar to that of the gravity system.

e. Duplex Equipment. Sumps receiving the discharge of more than six water closets shall be provided with duplex pumping equipment.

f. Vent Sizes. Building sump vents shall in no case be sized less than 2 inches.

g. Separate Vents. Vents from pneumatic ejectors or similar equipment shall be carried separately to the open air as a vent terminal.

h. Connections. No direct connection of a steam exhaust, blowoff, or drip pipe shall be made with the building drainage system. Waste water when discharged into the building drainage system shall be at a temperature not higher than 180 degrees F. When higher temperature exists, proper cooling methods shall be provided.

i. Fixtures Below Manhole Cover Level and/or Subject to Backflow. An approved drainage control device equipped with automatic disc valve and manually operated gate valve shall be provided in an accessible location in all drainage lines serving fixtures located below level of the nearest sanitary sewer manhole cover or subject to backflow. Gravity

drain lines from fixtures above shall be connected to the building sewer on the discharge side of the drainage control device. Written permission shall be obtained from the Director for all basement installations.

Sec. 30-140. Floor Drains.

a. Accessibility. Floor drains shall connect into a trap so constructed that it can be readily cleaned and of a size to serve efficiently the purpose for which it is intended. The drain inlet shall be so located that it is, at all times, in full view.

b. Connection. Floor drains subject to backflow shall not be directly connected to the drainage system, or shall be provided with a backwater valve.

c. Provision for Evaporation. Floor-drain trap seals subject to evaporation shall be of the deep-seal type of not less than 4 inch water seal, or shall be fed from an approved plumbing fixture or by means of an approved automatic priming device designed and approved for that purpose.

d. Bell Traps. Bell traps shall not be permitted.

Article XIII. Vents and Venting

Sec. 30-141. Materials.

a. Vents. Pipe, tubing, and fittings for the vent piping system shall comply with the provisions in Chapter IV.

b. Specific Type. Standards given in Table 30-53 apply to the specific materials approved for use and as indicated in the various paragraphs in this chapter as they apply to the venting systems.

c. Piping. Vent piping shall be of cast-iron, galvanized wrought iron, galvanized steel, lead, brass, copper pipe, copper tube, or one piece cement asbestos.

d. Underground. Vent piping placed underground shall be cast-iron pipe; provided that other materials may be used for underground vents when proved adequate and upon written approval of the Director. Where threaded joints are permitted for use underground, they shall be coated and wrapped after installation and test.

e. Fittings. Fittings shall conform to the type of pipe used in the vent system as required by paragraphs c and d of this Section.

f. Acid System. Vent piping on acid-waste systems shall conform to that required for acid-waste pipe.

g. Other Materials. Nothing in this section shall be deemed to preclude the use of other materials of equal or better quality when approved as such by the Board.

Sec. 30-142. Protection of Trap Seals.

The protection of trap seals from siphonage of back pressure shall be accomplished by the appropriate use of soil or waste stacks, vents, revents, back vents, relief vents, loop vents, circuit or continuous vents, or combinations thereof, installed in accordance with the requirements of this Chapter. Loop and/or circuit vents may be used only in connection with the battery installation of water closets.

Sec. 30-143. Vent Stacks.

a. Installation. A vent stack or a main vent shall be installed with a soil or waste stack whenever back vents, relief vents, or other branch vents are required in two or more branch intervals.

b. Terminal. The vent stack shall terminate independently above the roof of the building or shall be connected with the extension of the soil or waste stack (stack-vent) at least 6 inches above the flood level rim of the highest fixture.

c. Main Stack. Every building in which plumbing is installed shall have at least one main stack, which shall run undiminished in size and as directly as possible, from the building drain through to the open air above the roof.'

Sec. 30-144. Vent Terminals.

a. Roof Extension. Extensions of vent pipes through a roof shall be terminated at least 10 inches above it except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 10 feet above the roof, and shall be anchored to the construction in a manner approved as safe by the Director.

b. Flashings. Each vent terminal shall be made watertight with the roof by proper flashing.

c. Flag Poling. Vent terminals shall not be used for the purpose of flag poling, TV aeriels, or similar purposes.

d. Location of Vent Terminal. No vent terminal from a drainage system shall be directly beneath any door, window, or other ventilating opening of the building or of an adjacent building nor shall any such vent terminal be within 10 feet horizontally of such an opening unless it is at least 2 feet above the top of such opening.

Sec. 30-145. Vent Grades and Connections.

a. Grade. All vent and branch vent pipes shall be so graded and connected as to drip back to the soil or waste pipe by gravity.

b. Vertical Rise. Where vent pipes connect to a horizontal soil or waste pipe, the vent shall be taken off above the center line of the soil pipe, and the vent pipe shall

rise vertically, or at an angle not more than 45 degrees from the vertical, to a point at least 6 inches above the flood-level rim of the fixture it is venting before offsetting horizontally or before connecting to the branch vent. Exceptions to this provision are floor drains and "P"-traps installed under floors.

c. Height Above Fixtures. A connection between a vent pipe and a bent stack or stack vent shall be made at least 6 inches above the flood level rim of the highest fixture served by the vent. Horizontal vent pipes forming branch vents, relief vents, or loop vents shall be at least 6 inches above the flood level rim of the highest fixture served. Island sinks where traps are to be inaccessible may be installed with 2-inch, deep-seal P-traps below floor and vented with 2-inch soil pipe to wall with cleanout.

d. Side Inlet. Side inlet closet bends are permitted only in cases where the fixture connecting thereto is vented and shall be subject to the approval of the Director.

Sec. 30-146. Bars and Soda Fountain Sinks.

a. Bars and Fountain Sink Traps. Traps serving sinks which are part of the equipment of bars, soda fountains, and counters need not be vented when the location and construction of such bars, soda fountains, and counters are such as to make it impossible to do so. When such conditions exist, such sinks shall discharge into a floor sink or hopper or bar waste which is properly trapped and vented.

b. Sumps. Sinks or sumps, receiving indirect waste, shall be located in a properly lighted and ventilated space.

Sec. 30-147. Fixtures Back-To-Back.

Two fixtures set back-to-back, within the distance allowed between a trap and its vent, may be served with one continuous soil or waste vent pipe, provided that each fixture wastes separately into an approved double fitting having inlet openings at the same level. Exceptions are all unlike fixtures which require flushing by other than natural gravity head; such fixtures shall have waste inlet connected at different levels in the waste or soil pipe.

Sec. 30-148. Fixture Vents.

a. Distance of Trap from Vent. Each fixture trap shall have a protecting vent so located that the slope and the developed length in the fixture drain from the trap weir to the vent fitting are within the requirements set forth in the following Table 30-148.

TABLE 30-148. DISTANCE OF FIXTURE TRAP FROM VENT

Size of Fixture Drain (Inches)	Distance Trap to Vent	
	Feet	Inches
1-1/2	3	0
2	4	0
3	5	0
4	6	0

Note: Maximum slope of the above fixture drains shall not exceed 1/2" per 1'.

b. Trap Seal Protection. The plumbing system shall be provided with a system of vent piping which will permit the admission or emission of air so that under normal and intended use the seal of any fixture trap shall not be subjected to a pressure differential of more than 1 inch of water.

c. Trap Dip. The vent pipe opening from a soil or waste pipe, except for water closets and similar fixtures, shall not be below the top weir of the trap.

d. Crown Vent. No back vent shall be installed within two pipe diameters of the trap weir.

Sec. 30-149. Common Vent.

a. Individual Vent. An individual vent, installed vertically, may be used as a common vent for two fixture traps when both fixture drains connect with a vertical drain at the same level.

b. Common Vent. A common vent may be used for two fixtures set on the same floor level but connecting at different levels in the stack, provided the vertical drain is one pipe diameter larger than the upper fixture drain but in no case smaller than the lower fixture drain, whichever is the larger and that both drains conform to Table 30-148.

c. Hydraulic Gradient. Fixture drains shall be vented within the hydraulic gradient between the trap outlet and vent connection, but in no case shall the unvented drain exceed the distance provided for in Table 30-148.

d. Different Levels. If any stack has fixtures entering at different levels, the fixtures other than the fixture entering at the highest level shall be vented, except as may be permitted in other sections of this chapter.

Sec. 30-150. Wet Venting.

All proposed methods of wet venting shall be submitted to the Board for review and approval prior to installation.

Sec. 30-151. Stack Venting.

a. General. See Figure 30-151 for illustrations of acceptable stack vent applications.

No stack venting will be installed without the written approval of the Director. All proposed methods of stack venting shall be subject to review and approved by the Board prior to installation. Galvanized steel or galvanized wrought iron pipe with cast iron drainage fittings may be used for lavatory and sink waste in stack vented installations only.

b. One-Bathroom Group. A group of fixtures, consisting of one bathroom group and a kitchen sink or a combination fixture, may be installed without individual fixture vents in a one-story building, provided that each fixture drain connects independently to the stack and the water closet and bathtub or shower stall drain enters the stack at the same level and in accordance with the requirements in Table 30-148.

c. Relief or Back Vents. A relief vent or back vent shall be installed on a sink, combination fixture, or kitchen sink which connects to a stack-vented bathroom group and the waste therefrom shall be carried below the water closet connection before connecting to the stack.

Sec. 30-152. Individual Fixture Reventing.

a. Horizontal Branches. One sink and one lavatory, or three lavatories within 8 feet developed length of a main-vented line may be installed on a 2-inch horizontal waste branch without reventing, provided the branch is not less than 2 inches in diameter throughout its length, and provided that the wastes are connected into the side of the branch and the branch leads to its stack connection with a slope of not more than one-fourth inch per foot and is full-sized end-vented back to the stack.

b. Where Required. When fixtures other than water closets discharge downstream from a water closet, each fixture connecting downstream shall be individually vented.

c. Limits of Fixture Units above Bathtubs and Water Closets. A fixture or combination of fixtures whose total discharge rating is not more than three fixture units may discharge into a stack not less than 3 inches in diameter without reventing, provided such fixture connections are made above the connection to the highest water closet, or bathtub T-Y, the fixture-unit rating of the stack is not otherwise exceeded, and their waste piping is installed as otherwise required in paragraph a of this Section.

Sec. 30-153. Circuit and Loop Venting.

a. Battery Venting. A branch soil or waste pipe to which two but not more than six floor mounted water closets are connected in battery into the side of a horizontal branch may be vented by a circuit or loop vent which shall take off in front of the last fixture connection. In addition, lower floor branches serving more than three water closets shall be provided with a relief vent taken off in front of the first fixture connection. When lavatories or other similar fixtures discharge above such branches, each vertical branch shall be provided with a continuous vent. All blow-out type fixtures shall be individually vented.

b. Vent Connections. When the circuit, loop, or relief vent connections are taken off the horizontal branch, the vent branch connection shall be taken off at a vertical angle or from the top of the horizontal branch.

c. Fixtures Back-to-Back in Battery. When fixtures are connected to one horizontal branch through a double Y or a sanitary T in a vertical position, a common vent for each two fixtures back-to-back or double connection shall be provided. The common vent shall be installed in a vertical position as a continuation of the double connection.

Sec. 30-154. Pneumatic Ejectors.

Relief vents from a pneumatic ejector shall not be connected to a fixture-branch vent but shall be carried separately to a moan vent or stack-vent or to the open air.

Sec. 30-155. Relief Vents- Stacks of more than 10 branch intervals.

Soil and waste stacks in buildings having more than 10 branch intervals shall be provided with a relief vent at each tenth interval installed, beginning with the top floor. The size of the relief vent shall be equal to the size of the vent stack to which it connects. The lower end of each relief vent shall connect to the soil or waste stack through a Y below the horizontal branch serving the floor and the upper end shall connect to the vent stack through a Y not less than 3 feet above the floor level.

Sec. 30-156. Offsets at an Angle Less than 45 Degrees from the Horizontal in Buildings of Five or More Stories.

Offset Vents.

a. Offsets less than 45 degrees from the horizontal, in a soil or waste stack, except as permitted in Article XII, Section 30-138, shall comply with paragraphs b and c of this section.

b. Separate Venting. Such offsets may be vented as two separate soil or waste stacks, namely, the stack section below the offset and the stack section above the offset.

c. Offset Reliefs. Such offsets may be vented by installing a relief vent as a vertical continuation of the lower section between the offset and the next lower fixture or horizontal branch. The upper section of the offset shall be provided with a yoke vent. The diameter of the vents shall be not less than the diameter of the main vent, or of the soil and waste stack, whichever is the smaller.

Sec. 30-157. Main Vents to Connect on Base.

All main vents or vent stacks shall connect full size at their base to the building drain or to the mainsoil or waste pipe, at or below the lowest fixture branch. All vent pipes shall extend undiminished in size above the roof, or shall be reconnected with the main soil or waste vent.

Sec. 30-158. Vent Headers, Connections of Vents.

Stack-vents and vent stacks may be connected into a common vent header at the top of the stacks and then extended to the open air at one point. This header shall be sized in accordance with the requirements of Table 30-159f, the number of units being the sum of all units on all stacks connected thereto, and the developed length being the longest vent length from the intersection at the base of the most distant stack to the vent terminal in the open air as a direct extension of one stack.

Sec. 30-159. Size and Length of Vents.

a. Length of Vent Stacks. The length of the vent stack or main vent shall be its developed length from the lowest connection of the vent system with the soil stack, waste stack, or building drain to the vent stack terminal, if it terminates separately in the open air, if the two vents are connected together with a single extension to the open air.

b. Size of Individual Vents. The diameter of an individual vent shall be not less than 1 1/4 inches nor less than one-half the diameter of the drain to which it is connected.

c. Size of Relief Vent. The diameter of a relief vent shall be not less than one-half the diameter of the soil or waste branch to which it is connected.

d. Size of Circuit or Loop Vent. The diameter of a circuit or loop vent shall be not less than one-half the size of the diameter of the horizontal soil or waste branch or the diameter of the vent stack, whichever is smaller. Size all circuit or loop vents in accordance with the following Table 30-159e.

TABLE OF SIZES OF CIRCUIT OR LOOP HORIZONTAL VENT LINES
Table 30-159e

Horizontal Soil or Waste Pipe Diameter (Inches)	Fixture Units Maximum No.	Diameter of Circuit or Loop Vent (Inches)			
		2 1/2	3	4	5
		Maximum Horizontal Length (Feet)			
4	100	18	40	200	
4	200	15	35	180	
5	300		12	50	180
6	580		10	40	140

f. Size of Vent Piping. The size of vent piping shall be determined from its length and the total of fixture units connected thereto, as provided in Table 30-159f. Twenty percent of the total length may be installed in a horizontal position.

Table 30-159f
TABLE OF SIZE AND LENGTH OF VENTS

Size of Soil or Waste Stack (Inches)	Fixture Units Connected	Diameter of Vent Required (Inches)								
		1 1/4	1 1/2	2	2 1/2	3	4	5	6	8
		Maximum Length of Vent (Feet)								
2	12	30	75	200	-----	-----	-----	-----	-----	-----
2	20	26	50	150	-----	-----	-----	-----	-----	-----
2 1/2	42	---	30	100	300	-----	-----	-----	-----	-----
3	10	---	30	100	200	600	-----	-----	-----	-----
3	30	-----	60	200	500	-----	-----	-----	-----	-----
3	60	-----	50	80	400	-----	-----	-----	-----	-----
4	100	-----	35	100	260	1000	-----	-----	-----	-----
4	200	-----	30	90	250	900	-----	-----	-----	-----
4	500	-----	20	70	180	700	-----	-----	-----	-----
5	200	-----	---	35	80	350	1000	-----	-----	-----
5	500	-----	---	30	70	300	900	-----	-----	-----
5	1,100	-----	---	20	50	200	700	-----	-----	-----
6	350	-----	---	25	50	200	400	1300	----	----
6	620	-----	---	15	30	125	300	1100	----	----
6	960	-----	---	---	24	100	250	1000	----	----
6	1,900	-----	---	---	20	70	200	700	----	----
8	600	-----	---	---	---	50	150	500	1300	----
8	1,400	-----	---	---	---	40	100	400	1200	----
8	2,200	-----	---	---	---	30	80	350	1100	----
8	3,600	-----	---	---	---	25	60	250	800	----
10	1,000	-----	---	---	---	---	75	125	1000	----
10	2,500	-----	---	---	---	---	50	100	500	----
10	3,800	-----	---	---	---	---	30	80	350	----
10	5,600	-----	---	---	---	---	25	60	250	----

Sec. 30-160. Combination Waste-and-Vent System.

a. Where Permitted. A combination waste-and-vent system shall be permitted only where structural conditions preclude the installation of a conventional system as otherwise provided in this code.

b. Limits. A combination waste-and-vent system is limited to floor drains and sinks. It consists of an installation of waste piping in which the trap of the fixtures is not individually vented. Every waste pipe and trap in the system shall be at least two pipe sizes larger than the sizes required in Article XII, Drainage System.

Article XIV. Swimming Pools.

Sec. 30-162. General.

All waste water from the swimming pool which is non re-circulated shall be discharged into the sanitary sewer in one on the following manners:

The discharge line of all pumped wastes shall not exceed two (2) inches in diameter.

Gravity flow waste water shall have a free fall discharge with a minimum air break of four inches.

Under no condition shall cross connections exist between swimming pool, swimming pool water or the recirculation system and the water supply and/or the waste drain or sewer.

Article XV. Trailers or Coaches.

Sec. 30-163. Trailer Courts.

Each trailer shall have a four-inch cast iron deep seal soil P-trap with a cleanout caulked into the hub. The cleanout cover shall be reinforced with eighteen inches diameter by six inches deep of concrete. No other than soil pipe may be installed under a trailer or a concrete slab, tarvia or equal. Each trailer outlet shall be provided with a 3/4 inch valved water connection and shall be protected against back siphonage or backflow in a manner approved by the Director. Ten trailers may connect to a four-inch soil line with one four-inch vent at the end of the line. Fifty trailers are limited to a six-inch outfall with a four-inch vent for every ten trailers. Vents may be offset at a forty-five degree angle to a convenient location. A block of concrete eighteen inches square by eighteen inches deep shall be poured around any free standing stack. Cleanouts shall be installed where required by other Articles of this Code. The flexible water, and drain connections between trailer park outlets and trailer coach outlets shall be of a type to readily permit quick attachment and in the event of emergency where a trailer coach may be pulled out they shall be so arranged to automatically disconnect without damaging the piping or the coach.

Article XVI. Gas Fitting.

Sec. 30-164.

Definitions.

(a) "Appliance" means a gas-burning device which utilizes gas fuel to produce light, heat, power or refrigeration.

(b) "Gas Service" means the pipe that runs between a main and a customer's meter.

(c) "House Piping" means the system of piping, either exposed or concealed, which conveys gas from the outlet of the service meter to appliances at various places throughout a building.

(d) "Concealed Gas-Piping" means piping which, when in place in the finished building, is hidden from view by the structure.

(e) "Exposed Gas-Piping" means piping which, when in place in the finished structure, is in view.

(f) "Outlet" means a threaded connection in a piping system to which a gas-fired appliance is or may be attached.

(g) "Riser" means any vertical pipe which conducts the gas upward.

(h) "Service Meter (or Meters)" means the instrument installed on the customer's premises by the Gas Department, City Public Service Board, for measuring the gas supplied to the customer.

(i) "Street Main (or Mains)" means a portion of the system used for distributing gas, generally located entirely outside of the customer's premises and which is designated to supply gas to the service pipes of one or more customers.

(j) "Burner" means a device for the final release of air/gas mixtures into the combustion zone.

(k) "Drip" means the container placed at a low point in a system of piping to collect condensate and from which it may be removed.

(l) "Shut-Off Cocks (Valves)" means the cocks or valves readily accessible and operable by the consumer located in the piping system (to shut-off individual equipment.)

(m) "Consumer" means any person using gas, including gas for residential, commercial, or industrial purposes or any combination of such purposes.

(n) "Gas" means natural gas.

(o) "Certified Welder" means a person who has passed qualification tests as prescribed by the National Certified Pipe Welding Bureau or other reputable testing laboratory using ASME or American Welding Society procedures. Such persons shall have certifications not exceeding 6 months in age.

(p) "Liquified Petroleum Gases- L.P.G. shall mean and include any material which is

composed predominantly of the following hydrocarbons or mixtures of them: propane, propylene, butane (normal butane or iso-butane), and butylenes.

Sec. 30-165. Enforcement of Article.

a. Authority of Director. The Director and his assistants are hereby vested with full authority to pass upon and decide any question arising under the provisions of this Article relating to any such house piping, appliance, fixtures or installation or repair thereof, or relative to the materials used therein, whether the same be in the original construction and erection, or in any alteration or repair thereof. In addition, the Director and his assistants are authorized, empowered and directed:

- (1) To supervise all house piping, appliances, and apparatus whether installed, placed in, or in any manner connected, in buildings and structures of every character;
- (2) To supervise the installation, construction, and repair thereof, and to see that all the rules and regulations of the City with respect thereto are properly complied with;
- (3) To inspect and reinspect all such house piping, appliances, fixtures and apparatus, and the installation, construction, alteration or repair thereof whenever and as often as they shall deem necessary, in order to minimize danger of fires and accidents or injuries to persons or property and the Director and his assistants are authorized, empowered and directed to cause all such house piping, appliances, fixtures and apparatus and installation thereof to be such as not to cause fire or accident or injury to life or property.

b. Permit for Installations or Alterations Required. No person shall install, or make alterations of house piping or appliances in any new or old building within the limits of the City, without first obtaining a permit to do such work from the Director, except as herein-after provided; provided, that no such application need be made and no permit issued for an exposed gas line above the floor not exceeding five feet in length, to connection for one gas stove but such extension must conform to other provisions of this article.

c. Approval of Appliances. No gas appliance, fixture or apparatus, either for heating, illumination, or hot water heating will be installed, until such appliance or fixture has been checked by the Director or his assistant to insure that such device or appliance is listed by the American Gas Association, Inc. Laboratories and/or Underwriters' Laboratories, Inc. and that such appliance is approved by the foregoing agencies for installation and service in the particular application for which a permit is requested.

d. Inspection of Additional Work. Any additional piping or outlets installed after a certificate is granted as provided in Section 30-172 must be reported for inspection and test.

e. Inspection Fees. For inspection of new gas piping, extensions, branch lines and alteration work in any building, the Director shall charge and collect from the person applying for such inspection the sum of one dollar for each inspection up to fifteen outlets, and ten cents for each additional outlet, as per schedule following:

Sizes in inches.....	3/8, 1/2, 3/4, 1, 1-1/4, 1-1/2, 2, 2-1/2, 3, 4
Value in Outlets.....	1, 2, 6, 11, 20, 32, 66, 115, 181, 372

f. Additional Fees. If the house pipes are not tight, or if the construction and installation of the fixtures, piping and appurtenances, do not conform to the provisions of this chapter when the inspector is called for inspection and approval, and it is necessary for the inspector to make another inspection, then there shall be made and collected a charge of \$1.00 for each additional trip for inspection.

g. Testing. The house piping in a building shall be tested air-tight by the gas fitter, and before the pipes are concealed they must be inspected, the test witnessed, a certificate of inspection issued, and an inspection tag attached to such piping by the Director.

The test on house piping shall be made by closing all openings and subjecting the pipes to an air pressure that will support a column of mercury 15 inches in height. If this column of mercury is supported by the air pressure for at least 15 minutes, during periods of constant temperature, the piping shall be considered tight.

Water will not be used in testing gas piping for leaks and piping into which water has been introduced will not be approved, but will be condemned as faulty.

A fire test is not permitted under any circumstances on inside work.

When the gas fitter has completed the system of piping gas and has all branch and bracket extensions and heater openings firmly and permanently fastened, he shall test the piping and if found tight, shall make application for tests with the Director. The Director or his assistants will call and inspect the piping and witness the test, and if he finds the piping tight, and the sizes and work in accordance with the provisions of this article, then the Director or such assistant will issue and deliver a certificate of inspection.

h. Certificate Prerequisite to Gas Service. The Director will furnish to the City Public Service Board, a copy of each certificate of inspection which he or his assistants issue, and this will authorize such board to install gas service at the building or premises covered by the certificate of inspection.

In no case shall the board turn gas into new, or altered or repaired house piping system, if it is aware of this condition, until receipt of the certificate of inspection covering such installation.

i. Unsafe House Piping. The Director shall shut off or cause to be shut off all gas service in residence or business houses in the city, where in his judgment the house piping or appliances are unsafe. The gas will remain shut off until such times as the unsafe conditions are corrected by the property owner or the fitter installing same, and a certificate of inspection issued by the Director and a copy thereof furnished to the City Public Service Board, after which the board may restore the service.

j. Unauthorized Connection with Gas Service. No person other than the City Public Service Board owning the service, or supplying gas through the service, shall at any time turn on any valve or cock on any gas service, or open or make connection to any gas service or main.

k. By-Passes and Cross Connections Prohibited. No person shall install, construct, or maintain any cross connection or by-passes in house gas piping which will permit gas to be supplied from one house piping system to another, where meters are installed for metering the gas consumed from each house piping system separately.

l. Notice to Remove. The Director shall, upon discovering a violation of the foregoing section, immediately give the owner or person in charge of the building or premises upon which such connection is maintained, written notice to remove the cross connection or by-pass within three days from the time of receiving such written notice, and upon failure to comply with such written notice, the Director, or his assistants, shall cut off the gas and remove or cause to be removed, all meters connected with such cross connection or by-pass and such meters shall be restored only upon a certificate of permission from the Director after such connection shall have been removed.

m. Gas Fitter's Bond. Before engaging in the business of gas fitting, every person shall file with the City of San Antonio a bond in the sum of five thousand dollars to be approved by the Director, conditioned that such party will faithfully comply with the terms and provisions of this article and all the rules and regulations made in pursuance thereof, and will indemnify and hold the City harmless against all costs, expenses, damages and injuries sustained by the City by reason of the carelessness or neglect of such gas fitter in operating under this article, and the rules and regulations made in pursuance thereof. The bond herein required shall expire on the first day of January next following the date of the approval of such bond by the Director of Housing and Inspections, and thereafter on the first day of January a new bond in form and substance as herein required shall be given by any such person to cover all such work as shall be done during the year beginning on such January 1st.

n. Revocation of License. If any licensee shall fail to comply with the provisions of this article, his license may be revoked, in addition to any other penalty provided by law.

Sec. 30-166. Specifications.

a. Materials.

(1) All pipe used for the installation, extension, alteration, or repair of any gas piping shall be standard weight wrought iron, black steel, or galvanized steel, free from splits or other defects.

(2) Copper tubing, type "K" may be used for underground piping for the installation of outside gas lights.

(3) All such pipe shall be new and free from internal obstructions. Burred ends shall be reamed to the full bore of the pipe.

(4) House-pipe lines installed underground shall be standard weight wrought iron, black steel, or galvanized steel protected against soil corrosion with an approved type protective coating.

(5) Welded joints may be used wherever practical in such cases of industrial and commercial installations where piping of 2-inch and larger is specified. All welding shall be performed by a "Certified Welder" with a current rating in force.

(6) All stop cocks and hose cocks used in connection with gas house piping shall be of a type designed and approved for use with natural gas.

(7) Fittings 3 inch and smaller shall be of galvanized malleable iron.

(8) Cast iron fittings may be used in sizes above 3 inch.

(9) Bushings shall not be used on concealed work. On exposed work reducing couplings are to be preferred to bushings. When bushings must be used, they should reduce no less than two pipe sizes.

(10) Three-way valves shall not be permitted.

(11) Unions, gland or compression type joints, running threads, and right and left couplings shall not be used on concealed gas piping.

When necessary to insert fittings in existing piping which has been installed in a concealed location, the piping may be reconnected by the use of a ground joint union with the nut "center punched" to prevent loosening by vibration.

(12) The use of cement for repairing split or faulty pipe or fittings is not permitted.

(13) All connections between ferrous and non-ferrous piping (appliance connections excepted) shall be made by the use of dielectric couplings or unions.

b. Size and Length of Pipe for Outside Gas Lights. Underground piping to outside gas lights may be standard weight galvanized steel protected against corrosion with a protective wrapping which will meet the requirements of the Director, or type K copper tubing. Flared joints shall be used in all copper tubing installations. The connection to the house piping system shall be above ground at the meter loop. A valve assembly and insulating fitting shall be located at the connection to insulate the copper tubing from the steel house pipe. Underground gas light piping shall not parallel sidewalks, curbs, or flower beds at a distance nearer than one (1) foot. Gas lights and piping shall not be installed nearer building walls than 24 inches.

All gas light installations must be tested by means of a soap test or its equivalent, and all connections underground must be left uncovered until after inspections.

The permit fee for gas lights shall be two dollars for the first light and one dollar for each additional light up to six, inclusive, and 50 cents for each additional light over six.

The following table shall govern the size of underground piping for outside gas lights and is applicable only for single mantle burner rated at two(2) cubic feet per hour or less.

Table 30-166b

SIZE OF PIPE	LENGTH ALLOWED	NO. OF LIGHTS
3/8 - Inch	300 Feet	1
3/8 - Inch	100 Feet	2
3/8 - Inch	50 Feet	3
1/2 - Inch	200 Feet	4
1/2 - Inch	140 Feet	5
1/2 - Inch	100 Feet	6
1/2 - Inch	70 Feet	7
5/8 - Inch	200 Feet	8
5/8 - Inch	160 Feet	9
5/8 - Inch	130 Feet	10

Multiple installations not covered by this Table, shall be covered by Table III.

c. Length of Pipe and Number of Openings or Gas Appliances. The following rules shall govern size and length of pipe and greatest number of openings allowed in piping building for use of gas appliances, where the connected loads are not known.

TABLE 30-166c

Number of 1/2 inch openings	LENGTH OF PIPE IN FEET							
	1/2 inch pipe	3/4 inch pipe	1 inch pipe	1 1/4 inch pipe	1 1/2 inch pipe	2 inch pipe	2 1/2 inch pipe	3" pipe
1	27	50	70	100	150	200	300	400
2		50	70	100	150	200	300	400
3		24	70	100	150	200	300	400
4			50	100	150	200	300	400
5			35	100	150	200	300	400
6				60	150	200	300	400
8				45	120	200	300	400
10					65	200	300	400
13					42	175	300	400
15						120	300	400
18						90	270	400
20						70	210	400
23						55	165	400
25						45	135	330
30							80	200
35							60	150
40							50	125
50								80
65								50
75								35

d. Sizing a Gas Piping System.

(1) In cases where the demand in cubic feet per hour of the various appliances are known, Table 30-166d shall be used for determining the size of house piping required. Such demand shall be determined in cubic feet per hour by dividing the manufacturer's BTU input rating of the appliance by 1,000. In cases where the rating is not known, the capacity given in Table 30-166d(1) may be used.

TABLE 30-166d

MINIMUM SIZE WHERE THE DEMAND AND MAXIMUM LENGTH ARE KNOWN

Length of Pipe in Feet	DIAMETER OF PIPE IN INCHES									
	1/2	3/4	1	1 1/4	1 1/2	2	3	4	6	8
DEMAND IN CUBIC FEET PER HOUR										
15	76	172	345	750	1200	2480	6500	13880	38700	79000
30	55	120	241	535	850	1780	4700	9700	27370	55850
45	44	99	199	435	700	1475	3900	7900	23350	45600
60	38	86	173	380	610	1290	3450	6800	19330	39500
75		77	155	345	545	1120	3000	6000	17310	35300
90		70	141	310	490	1000	2700	5500	15800	32250
105		65	131	285	450	920	2450	5100	14620	29850
120			120	270	420	860	2300	4800	13680	27920
150			109	242	380	780	2090	4350	12240	25000
180			100	225	350	720	1950	4000	11160	22800
210			92	205	320	660	1780	3700	10330	21100
240				190	300	620	1680	3490	9600	19740
270				178	285	580	1580	3250	9000	18610
300				170	270	545	1490	3000	8500	17660
450				140	226	450	1230	2500	7000	14420
600				119	192	390	1030	2130	6000	12480

TABLE 30-166d(1) APPROXIMATE MAXIMUM GAS CONSUMPTION FOR SOME COMMON APPLIANCES.

Appliance	Input BTU per Hr. (Approx.)
Range, domestic, 4 top burners and 1 oven burner	62,500
Range, domestic, 4 top burners and 2 oven burners.....	82,500
Range, domestic, 6 top burners and 2 oven burners.....	107,500
Hot plate or laundry stove, domestic, per burner.....	9,000
Room heater, domestic, radiant type, per single radiant	2,000
Room Heater, domestic, radiant type, per double radiant	4,000
Water heater, automatic instantaneous	
Capacity (4 gal. per minute	150,000
(6 gal. per minute	225,000
(8 gal. per minute	300,000
Water heater, domestic, circulating or side arm.....	25,000
Refrigerator	2,500

For automatic storage water heaters and other appliances, the input should be determined from the manufacturer's rating.

(2) For large buildings, housing projects, industrial installations, or where unusual conditions are met with, consult the Gas Department, City Public Service Board.

(3) The branch supply pipes to all cooking stoves, ranges and water heaters (circulating, instantaneous, and automatic) shall be one commercial size larger than the inlet connection of above mentioned appliances, and no runs from mains or branch supply line to appliances shall be less than one-half inch. For central heating, furnaces, and unit heaters, the house pipe size shall be governed by the rated capacity of the appliance and Table 30-166d shall apply. Risers in buildings must in no case be less than three-fourths of an inch.

(4) Explanation of Table 30-166d for Sizing Pipe. To determine the size of each section of pipe in any system within the range of Table 30-166d, proceed as follows:

(a) Measure the length of the pipe from the gas meter location to the most remote outlet on the system.

(b) In Table 30-166d, select the length of pipe in feet showing that distance, or the next longer distance, if the table does not give the exact length, interpolation is permitted.

(c) Use this length to locate all gas demand figures in the vertical columns from this particular system of gas main piping.

(d) Starting at the most remote outlet, find opposite the length selected, the gas demand for that outlet or branch. If the exact figure of demand is not shown, choose the next larger figure to the right in the next column. Interpolation for 2 1/2" pipe is permitted.

(e) Just above this demand figure will be found the correct size of pipe.

(f) Proceed in a similar manner for each outlet and each section of pipe. For each section of pipe determine the total gas demand supplied by that section.

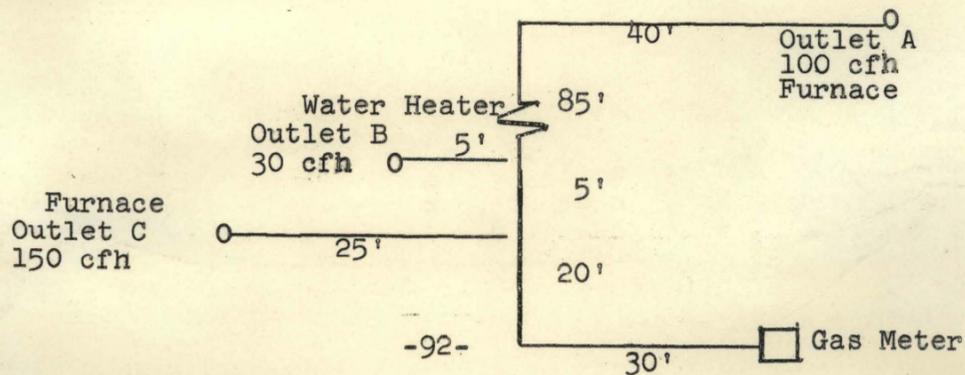
(g) For branch piping from the main line to outlets closer to the supply than the most distant outlet, proceed as described above except that from the point of connection to the mainline and to the supply, the main shall be sized using the pipe length to the most distant outlet with the branch load added to the main line load.

EXAMPLE

PROBLEM: Determine the required pipe size of each section and outlet of the piping system shown in Figure 1.

SOLUTION:

- (1) Maximum Gas Demand
 Outlet A = 100,000 Btu/hr. = 100 cubic ft./hr.
 Outlet B = 30,000 Btu/hr. = 30 cubic ft./hr.
 Outlet C = 150,000 Btu/hr. = 150 cubic ft./hr.
- Total Connected Load = 280 cubic ft./hr.
- (2) Length of pipe from meter to most remote outlet (Outlet A) is 30' / 20' / 90' / 40' = 180'. This distance is used for all loads on the main line piping in this problem. The main line piping in this problem will be pipe from the meter to Outlet A.
- (3) Using 180' under Length of Pipe in Feet column of Table 30-166d:
- (a) Outlet A, supplying 100 cfh, requires 1" pipe.
- (b) Main line section between connection of branch to Outlet B and branch to Outlet C, supplying 100 cfh / 30 cfh = 130 cfh, requires 1 $\frac{1}{4}$ " pipe.
- (c) Main line section between Outlet C and gas meter, supplying 100 cfh / 30 cfh / 150 cfh = 280 cfh, requires 1 $\frac{1}{2}$ " pipe.
- (d) Branch line between Outlet B and the main line, supplying 30 cfh and with the outlet a distance of 60' from the meter, requires $\frac{1}{2}$ " pipe (using 60' Length of Pipe and 30 cfh in Table 30-166d), however, $\frac{3}{4}$ " pipe required as this is one commercial size larger than the $\frac{1}{2}$ " connection for the water heater.
- (e) Branch line between Outlet C and the main line, supplying 150 cfh and with the outlet a distance of 75' from the meter, requires 1" pipe (using 75' Length of Pipe and 150 cfh in Table 30-166d).



e. Drains. All house piping shall be properly graded to a drip of ample size located in an accessible place. Where space will permit, house pipe will be drained away from meter to a drip placed at far end of main supply line. Otherwise drip will be placed at meter locations and pipe graded to same.

All house piping shall be securely fastened to floor joists or sills with either galvanized pipe straps or pipe hook, or with perforated pipe straps, and in such a manner as to prevent pipe from sagging and becoming trapped.

The following maximum spacing of supports shall be used:

3/8 inch or 1/2 inch pipe	-----6 feet
3/4 inch or 1 inch pipe	-----8 feet
1 1/4 inch or larger pipe (horizontal)	-----10 feet
1 1/4 inch or larger pipe (vertical)	each floor

No gas pipe shall be run closer than six inches to any electric wire unless such electric wire be inside a conduit.

f. Pipes. Gas must not be supplied from a smaller pipe to a larger one.

All branch outlet pipes shall be taken from top or sides of main supply lines and never from below.

Where extensions to house piping are made, care must be taken to break pipe where the rule for size can be maintained.

g. Underground Pipe and Other Concealed Locations.

(1) No gas piping shall be built into or embedded in any brick, stone, masonry, or concrete and no such piping shall be installed in or on the ground under any building or structure and all exposed gas piping shall be kept at least six (6) inches above grade.

(2) When a house pipe is laid underground, the underground portion including joints and riser shall be protected against soil corrosion with an approved type protective coating

and shall be drained to an accessible and suitable syphon drip.

(3) Gas piping shall not be run in floor, or through heating, cooling, or ventilating ducts, elevator shafts, furnaces, refrigerating rooms, drying ovens or in any place where proper ventilation cannot be continuously provided and piping easily inspected at any time.

(4) Gas piping shall not be run in the same ditch with water, sewer, or any other utility line. A lateral clearance of not less than two (2) feet shall be maintained.

(5) Gas piping shall not be located in cinder fill.

h. Joints. White lead or other suitable joint compounds shall be used sparingly and applied only to the male threads in making up joints on gas house piping.

i. Stoves and Other Appliances. No water heater which depends on the combustion of natural gas for heat shall be installed in any room used or designed to be used for sleeping purposes, bathroom, clothes closet, or in any closet or other confined space opening into any bath or bedroom.

Each and every gas stove, range, cooking stove, hot water heater, and other gas consuming appliances shall be provided with a lever handled stop cock located in the riser above the floor, and below the union, at the appliance. Such stop cock shall be readily accessible at all times.

Gas connection to stoves, ranges, cooking stoves, hot water heaters and other appliances shall be made by rigid metal connections, except that American Gas Association approved flexible metal may be used for connections for small portable heating appliances, provided there is no cock on such portable heating appliance.

Non-portable appliances such as central heating, water heating and similar equipment shall be connected to the gas piping with rigid pipe or by approved semi-rigid tubing not more than 2 feet in length.

Hot plates, clothes dryers, room heaters, refrigerators, domestic gas ranges, and similar equipment, shall be connected to the gas piping with rigid pipe, approved semi-rigid tubing or approved appliance connectors of flexible metal tubing and fittings. When a semi-rigid tubing connector or a connector of flexible metal tubing and fittings is used, it shall connect to an outlet in the same room as the appliance. The length of the connector shall not exceed 6 feet. The connector shall be installed so as to be protected against physical damage.

The connection of an appliance with any type of gas hose is prohibited, except when used with laboratory, shop, or ironing equipment that requires mobility during operation. Such connections shall have the shut-off or stop cock installed at the connection to the building piping. Where hose is used, it shall be of the minimum practical length, but not to exceed 6 feet and shall not extend from one room to another nor pass through any walls, partitions, ceilings, or floors. Under no circumstances shall gas hose be concealed from view or used in a concealed location. Only listed gas hose shall be used. Listed gas hose shall be used only in accordance with the terms of its listing. Gas hose shall not be used where it is likely to be subject to excessive temperatures (above 125°F.)

j. Apartment Flues. In tenement houses, every apartment shall be provided with an open stove pipe connection with a metal or masonry flue or chimney.

No gas stove or water heater shall be directly connected with a flue that serves another apartment, except that flues from several apartments may be united in the attic.

Furnaces and water heaters must be provided with vent and flue connections at least as large as the vent connection on the furnace or water heater and extend to open air at least 18 inches above the roof and terminate with an approved cap.

Where more than one appliance is vented with a flue, the area of such flue shall be equal to the combined areas of the vents entering into it.

Ranges, hot plates, etc., used in hotels, restaurants, and hamburger stands where gas is used for fuel, must be provided with canopies properly vented into brick, tile or metal flues extending to open air at least 18 inches above the roof.

Vent pipes in attics may connect with a chimney flue if provided with an approved liner; or may extend through the roof to open air at least 18 inches above the roof and terminate with an approved cap.

Wood partitions through which vent pipes pass must be protected by a thimble with a proper air space, except that no vent pipe shall pass through any closet or pantry used for the storage of clothing, household goods or any combustible material.

Water heaters and gas appliances having pilot burners must be provided with down draft devices above the fixtures in the vent, near the appliances.

k. Meters.

(1) In piping any building for gas, the Gas Department, City Public Service Board, shall decide and designate in every case where the gas meter is to be located, and no piping shall be installed until the location has been designated.

(2) The joint between the house piping and the outlet to the meter connection will be proven tight at the time the house piping is tested.

(3) Where a gas meter is installed under the floor of any building, a door or opening at least two feet by two feet shall be provided in the skirting of the building within four feet of the gas meter.

(4) Where more than one meter is set on a particular premise, they shall all be set at one location, except where this is impractical. In multiple meter installations each separate gas piping system shall be identified in a manner satisfactory to the Gas

Department, City Public Service Board.

(5) Where one or more meters are desired in a given building, the City Public Service Board may set as many meters to one service riser, provided that the house piping leading to such different consumers are extended to and connected with their respective meter connection outlets and are run according to the requirements as set forth in this Code.

(6) Gas meters shall not be located where they will be subject to damage, such as adjacent to a driveway or in public passages.

(7) Gas meters should not be located under windows, fire escapes, interior stairways, or in engine, boiler, heater, or electric meter rooms, except as may be approved by the City Public Service Board.

1. National Standard. All work installed under the Gas Fitting Section of this Code shall comply to the standards of the National Board of Fire Underwriters for the installation of gas piping and gas appliances in buildings as recommended by the National Fire Protection Association, a pamphlet normally referred to as NBFU Pamphlet No. 54. Except where specifically changed by Table within this Code, all provisions of NBFU Pamphlet No. 54 shall apply to work installed under this code.

2. The invalidity of any portion of this ordinance, or any possible application thereof, shall not affect the validity of the remainder, or of other possible applications of this ordinance.

3. The effective date of this ordinance shall be October 1, 1960.

4. PASSED AND APPROVED the 18th day of August A. D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 816

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO MACHINE & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN METAL TUBING FOR A TOTAL OF \$1,691.00.

* * * * *

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

1. The attached low qualified bid of San Antonio Machine and Supply Company, dated August 15, 1960 to furnish the City of San Antonio, Department of Public Works, Traffic Maintenance with certain metal tubing for a total of \$1,691.00, net is hereby accepted.

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 817

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DON WITTIG OFFICE FURNITURE TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN DOUBLE TIER LOCKERS FOR A TOTAL OF \$1,461.60.

* * * * *

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

1. The attached low qualified bid of Don Wittig Office Furniture, dated August 19, 1960, to furnish the City of San Antonio with 84 double tier lockers-Lyon 5202-3 for a total of \$1,461.60 less 1%-10 days is hereby accepted.

2. Payment to be made from General Fund 1-01 Special Projects- Other Appropriations, Account No. 09-06-01B, \$735.60.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 818

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH WHITE STORES, INC. #72 TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF ANTI-FREEZE FOR PERIOD SEPTEMBER 1, 1960 THROUGH JULY 31, 1961.

* * * * *

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

1. The attached Bidders Proposal of White Stores, Inc., #72 to furnish the requirements of anti-freeze for the City of San Antonio for a period September 1, 1960 through July 31, 1961, is hereby accepted.

2. This ordinance makes and manifests a contract with White Stores, Inc. #72 to furnish the requirements of anti-freeze for the City of San Antonio for a period September 1, 1960 through July 31, 1961. The City of San Antonio hereby agrees to purchase all its requirements of anti-freeze from White Stores, Inc., #72 during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

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

4. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 819

ACCEPTING THE BID OF H. B. ZACHRY COMPANY IN THE AMOUNT OF \$437,484.00 FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 22; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$437,484.00 OUT OF 479-13 STORM DRAINAGE IMPROVEMENT BONDS (SERIES 1957); AND ALSO APPROPRIATING \$20,000.00 OUT OF SAID SAME FUND PAYABLE TO H. B. ZACHRY COMPANY AS A CONSTRUCTION CONTINGENCY ACCOUNT FOR THIS PROJECT.

* * * * *

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

1. The low bid of H. B. Zachry Company in the amount of \$437,484.00 for the construction of Storm Drainage Project No. 22 is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with H. B. Zachry Company for the work of the proposal accepted in Paragraph 1 above.

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

4. The following sums are hereby appropriated out of No. 479-13 Storm Drainage Improvement Bonds, (Series 1957) payable to H. B. Zachry Company in connection with the construction of Storm Drainage Project No. 22:

(a) \$437,484.00, Construction bid cost.

(b) \$ 20,000.00, Construction Contingency cost.

5. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 820

APPROPRIATING \$41,028.50 OUT OF THE NAMED FUNDS IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

* * * * *

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

1. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 Account, Fund #479-13 for the acquisition of certain parcels of land to be used for the construction of Storm Drainage Project 58A.

a. \$1,200.00 payable to the Commercial Abstract and Title Company as escrow agent for I. Baremlat, Martin Flores and wife, Matilda Flores, for fee title to Lot 6, Block 11, N.C.B. 8891, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. Parcel No. 4065.

b. \$1,700.00 payable to the Commercial Abstract and Title Company as escrow agent for Andres Sanchez and wife, Mary Sanchez, for fee title to Lot 3, Block 58, N.C.B. 3656, Lakeview Addition of the City of San Antonio, Bexar County, Texas. Parcel No. 3983.

c. \$865.00 payable to the Commercial Abstract and Title Company as escrow agent for Ysavel C. Gomez and wife, Julia V. Gomez, for fee title to Lot 2, Block 4, N.C.B. 3643, San Antonio, Bexar County, Texas. Parcel No. 3990.

d. \$1,800.00 payable to the Commercial Abstract and Title Company as escrow agent for Tomas M. Garcia and wife, Adela V. Garcia, for fee title to all of Lot 2, Block 9, N.C.B. 8889, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. Parcel No. 4073.

e. \$4,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Raymundo M. Gutierrez and wife, Vedala Gutierrez, for fee title to Lot 4, Block 11, N.C.B. 8891, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. Parcel No. 4067.

f. \$6,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Nestor Sanchez and wife, Maria de Jesus P. de Sanchez, for fee title to Lot 19, Block 18, N.C.B. 8898, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 1625, Page 226, Deed and Plat Records of Bexar County, Texas. Parcel No. 4034.

g. \$5,250.00 payable to the Commercial Abstract and Title Company as escrow agent for Secundino Alcorta and wife, Ester H. Alcorta, for fee title to Lot 24, Block 7, N.C.B. 8887, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. Parcel No. 4074.

h. \$7,500.00 payable to the Commercial Abstract and Title Company as escrow agent for Louis G. Cardenas and wife, Jovita C. Cardenas, for fee title to Lot 2, Block 58, N.C.B. 3656, Lakeview Addition, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to Plat thereof recorded in Volume 368, Page 81, Deed and Plat Records of Bexar County, Texas. Parcel No. 3982.

i. \$1,900.00 payable to the Commercial Abstract and Title Company as escrow agent for Frank G. Ramirez and wife, Eustolia C. Ramirez for fee title to Lots 12 and 13, Block 41, N.C.B. 3640, City of San Antonio, Bexar County, Texas. Parcel Nos. 3993 and 3994.

j. \$2,500.00 payable to the Commercial Abstract and Title Company as escrow agent for Frank R. Hernandez and wife, Irene A. Hernandez, for a permanent easement over, across, under, and upon a trapezoidal tract off of the Eastern part of Lot 10, N.C.B. 9258, Stephenson Heights Addition, Unit 2, City of San Antonio, Bexar County, Texas; said tract also lying West of and adjacent to an existing City owned drainage right-of-way between Lot 10 and Lot 11, N.C.B. 9258. Parcel No. 4081.

k. \$1,200.00 payable to the Commercial Abstract and Title Company as escrow agent for Michael A. Cantu and wife, Beatrice V. Cantu, for a permanent easement over, across, under, and upon a triangular tract off the Northwest corner of Lot 13, N.C.B. 3667, Lakeview Addition, City of San Antonio, Bexar County, Texas, Parcel No. 3976.

1. \$5,837.50 payable to the Commercial Abstract and Title Company as escrow agent for Leebert Lowery and wife, Alfreda Lowery, for fee title to Lot 3, Block 4, N.C.B. 3643, San Antonio, Bexar County, Texas. Parcel No. 3991.

The total consideration for this parcel is \$4,220.00; however, \$1,382.50 credit is allowed the City by the seller as the value of the improvements on this parcel which the seller has agreed to purchase and will remove, and the City Manager is hereby authorized to issue a Bill of Sale to Leebert Lowery and wife, Alfreda Lowery for the said improvements.

2. \$1,276.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 Account, Fund #479-13 payable to the Texas and New Orleans Railroad Company for an easement over, across, under, and upon a parcel of property more particularly described as follows:

BEGINNING at a point on Railroad's westerly property line, said point being fifty feet (50') westerly at right angles from the center line of Railroads San Antonio to Kerrville main track opposite Engineer's Station 12857/68.5;

THENCE Northerly parallel with and fifty feet (50') westerly from the center line of said main track, a distance of fifty one and 7/10 feet (51.7') to a point for corner;

THENCE easterly with a deflection angle of 112° 40' to the right, a distance of one hundred eight and 38/100 feet (108.38') to Railroad's easterly property line;

THENCE Southerly parallel with and fifty feet (50') easterly from the center line of said main track, a distance of fifty one and 7/10 feet (51.7') to a point for corner;

THENCE Westerly with a deflection angle of 112° 40' to the right, a distance of one hundred eight and 38/100 feet (108.38') to the place of beginning.

and as payment to the Railroad for construction costs of the project. This easement is being acquired for Storm Drainage Project No. 85, Parcel 3636.

3. Conveyances of the aforementioned parcels are hereby accepted by the City of San Antonio.

4. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

✓ AN ORDINANCE 28, 821

AMENDING AND CORRECTING ORDINANCE NO. 28,798, PASSED AND APPROVED AUGUST 11, 1960, TOSHOW A MONETARY CONSIDERATION OF \$350.00 INSTEAD OF \$250.00 FOR PROPERTY QUITCLAIMED BY THE CITY TO SAM JORRIE.

* * * * *

WHEREAS, due to a typographical error the monetary consideration stated in Ordinance No. 28798, Passed and Approved August 11, 1960, which closed and abandoned certain alleys in N.C.B. 2119 and authorized the City Manager to execute a quitclaim thereof to Sam Jorrie, was \$250.00; and,

WHEREAS, the actual monetary consideration agreed upon by the City and Sam Jorrie was \$350.00; NOW, THEREFORE,

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

1. Paragraph 2 of Ordinance No. 28798, passed and approved August 11, 1960, is hereby amended to reflect a monetary consideration of \$350.00 for the quitclaim from the City to Sam Jorrie of portions of the alleys in New City Block 2119.

2. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

QUITCLAIM DEED

* * * * *

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a minicipal corporation, of the County of Bexar, State of Texas, acting by and through Charles F. Bissett, Chief Administrative Aide to the City Manager, pursuant to Ordinance No. 28798, dated the 11th day of August, A.D., 1960, as amended by Ordinance No. 28821, dated the 25th day of August, 1960, for and in consideration of the payment of \$350.00 and the dedication by Sam Jorrie of a new alley in New City Block 2119, San Antonio, Texas, shown on the Resubdivision Plat of Jorrie Subdivision: has BARGAINED, SOLD, QUITCLAIMED and RELEASED, AND by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Sam Jorrie, all its rights, title, interest and estate in and to the following described parcels of land situated in Bexar County, Texas, to-wit:

Field Notes for Closing 20' Alley in N.C.B. 2119

Field Notes for a tract or parcel of land, being all of that 20' alley in N.C.B. 2119 extending from the South line of Poplar Street to the North line of a 19.6' alley in N.C.B. 2119, San Antonio, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the Northeast corner of Lot 5, N.C.B. 2119 in the South line of Poplar Street;

THENCE Easterly 20' along the South line of Poplar Street extended across said 20' alley, to a point in same, the Northwest corner of present Lot 6, N.C.B. 2119; said point being Westerly 30.0' measured along the South line of Poplar Street from the Northeast corner of original Lot 6, N.C.B. 2119;

THENCE Southerly 160.0' along the East line of the said 20' alley, said line being the present East line of Lot 6, N.C.B. 2119, to a point in the North line of said 19.6' alley in N.C.B. 2119, at the Northwest corner of Lot 18, N.C.B. 2119, Lot 18 having been established by Ordinance of the City of San Antonio, dated September 3, 1953, Recorded in Volume 3395 at Page 288 of the Deed Records of Bexar County, Texas;

THENCE Westerly 20' along the North line of said 19.6' alley in N.C.B. 2119 extended across the herein described 20' alley, to a point in same,

the Southeast corner of said Lot 5, N.C.B. 2119.

THENCE Northerly 160.0' along the East line of said Lot 5, N.C.B. 2119, to the place of beginning.

Containing: 0.073 acres of land, more or less.

Field Notes for Closing Portion of Alley in N.C.B. 2119

Field Notes for a tract or parcel of land, being a portion of a 19.6' alley in N.C.B. 2119, San Antonio, Texas, and being more particularly described as follows, to-wit:

BEGINNING At a point in the South line of said 19.6' alley in N.C.B. 2119, at the Southwest corner of Lot 18, N.C.B. 2119, said Lot 18 having been established by Ordinance of the City of San Antonio, dated September 3, 1953, Recorded in Volume 3395 at Page 288

of the Deed Records of Bexar County, Texas, said point of beginning also being in the North line of Lot 13, N.C.B. 2119, and being Easterly 20' measured along the North line of said Lot 13 from its Northwest corner;

THENCE Westerly 100' along the South line of said 19.6' alley in N.C.B. 2119, same being the North line of Lots 13, 12, 11, N.C.B. 2119, to a point in same, said point being Easterly 20' measured along the South line of said 19.6' alley in N.C.B. 2119, from the Northwest corner of Lot 11, N.C.B. 2119;

THENCE Northerly 19.6' across said 19.6' alley in said N.C.B. 2119, to a point in its North line, said point being Westerly 30' measured along the South line of Lot 4, N.C.B. 2119, from the Southeast corner of said Lot 4;

THENCE Easterly 100' along the North line of said 19.6' alley in N.C.B. 2119, same being the South line of Lots 4 and 5, and said South line extended, to a point at the Northwest corner of Lot 6, N.C.B. 2119;

Thence Southerly 19.6' across said 19.6' alley in N.C.B. 2119, same being the West line of said Lot 18 to the place of beginning.

Containing: 0.045 acres of land, more or less.

together with all of the City's right, title, and interest to all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described premises unto the said Sam Jorrie, his heirs, successors and assigns forever.

It is expressly agreed between the parties hereto that any liens expressed or implied arising from the hereinabove exchange of properties, are hereby waived.

EXECUTED this 15th day of August, A. D., 1960.

CITY OF SAN ANTONIO

BY: Charles F. Bissett
Chief Administrative Aide to the
City Manager

AN ORDINANCE 28, 822 ✓

ABANDONING AND CLOSING CERTAIN PORTIONS OF RAYBURN DRIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THERETO TO THURMAN BARRETT, SR. FOR THE CONSIDERATION OF \$10.00.

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

- 1. Those portions of Rayburn Drive more particularly described in the Quitclaim Deed which is incorporated herein by reference are hereby abandoned and closed.
- 2. The City Manager is hereby authorized to execute a Quitclaim Deed to the aforementioned portions of Rayburn Drive to Thurman Barrett, Sr., for a consideration of \$10.00 upon the proper replatting of Rayburn Drive and acceptance of this replatting by the City.
- 3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 823 ✓

AUTHORIZING THE CITYMANAGER TO EXECUTE A CONTRACT WITH GEORGE A. HOFFMAN, GOLF COURSE ARCHITECT, FOR CONSULTATION SERVICES IN CONNECTION WITH THE DESIGN OF TWO CITY GOLF COURSES.

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

- 1. The City Manager is hereby authorized to execute a contract with George A. Hoffman, Golf Course Architect for consultation services in connection with the design and construction of City Golf Courses in Olmos Basin and Southside Lions Park.
- 2. The contract is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 25th day of August, 1960.

*Amended - Ord 29222
" Ord 29494
5/24/61
Amended Apr
Ord # 30334
May 9, 1962*

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

This manifests a contract between the City of San Antonio, a municipal corporation, hereinafter referred to as "City" and George A. Hoffman, Golf Course Architect, hereinafter referred to as "Architect," in words and figures as follows, to-wit:

WITNESSETH

1.. City hereby contracts the services of Architect for consultation in the construction of two municipal golf courses located at:

- (a). Southside Lions Park
- (b). Olmos Basin

2. The services to be performed by Architect as the work of the contract are:

- (a). Inspection of the proposed site for an 18 hole golf course in the Olmos Basin and inspection of the site for a proposed 18 hole golf course in the Southside Lions Park.
- (b). Adequate and necessary consultations with the Part and Recreation Department Landscape Architect, who is charged with the actual design and construction of the two courses.
- (c). Adequate and necessary field or site consultations at each of the sites in order to assist the Landscape Architect in various problems which may arise in the field.

3. City agrees to pay Architect the fixed sum of \$500.00 per golf course for the work of this contract, being a total of \$1,000.00.

4. Payments shall be made by City to Architect at the rate of \$500.00 per golf course. Said fee shall be due and payable within 30 days after the plans for the respective golf courses have been accepted and approved by the City Manager.

5. This agreement constitutes the contract between the City and the Architect, it being understood that the City Charter requires all contracts made by the City to be in writing and approved by the City Council.

6. EXECUTED this 25th day of August, 1960.

CITY OF SAN ANTONIO

Charles F. Bissett
Chief Administrative Aide to the City Manager

George A. Hoffman
Golf Course Architect

AN ORDINANCE 28, 824

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

* * * * *

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

1. The lease contract between the City of San Antonio and the Harlandale Little League adopted on October 2, 1958, by Ordinance No. 26977, is hereby extended for one (1) year period from October 1, 1960, to September 30, 1961, subject to the same terms and conditions as exist in the present lease contract.

2. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 825

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BEXAR COUNTY FOR THE FURNISHING OF FIRE DISPATCHING SERVICES ON A 24 HOUR BASIS FOR A ONE YEAR PERIOD.

* * * * *

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

- 1. The City Manager is hereby authorized to execute a contract with Bexar County for the furnishing of Fire Dispatching Services on a 24 hour basis for a one year period.
- 2. The contract is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWINKUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

THE STATE OF TEXAS ()
COUNTY OF BEXAR () AN ORDINANCE

This contract this day made and entered into by and between BEXAR COUNTY, TEXAS, a municipal corporation, acting herein by and through its Commissioners Court, hereinafter called "First Party", and the CITY OF SAN ANTONIO, TEXAS, a municipality, acting herein by and through Lynn H. Andrews, City Manager of said City, hereinafter called "Second Party";

W I T N E S S E T H:

I.

That First Party is authorized to execute this Contract by resolution and order of the Commissioners Court of Bexar County, Texas dated August 12, 1960, a copy of which is hereto attached, marked "Exhibit A" and made a part hereof.

II.

That Second Party is authorized to execute this Contract by virtue of an ordinance of the City Council of said City of San Antonio, Texas, dated _____, 1960, a copy of which ordinance is hereto attached, marked "Exhibit B" and made a part hereof.

III.

Second Party agrees through its Fire Alarm Operators office and its Fire Department and other facilities to furnish service to First Party in the operation of the Urban and Rural Fire Units under its sponsorship by informing, advising and dispatching said Fire Units to the scene of reported fire, explosions and other catastrophes to which such Fire Units ordinarily and customarily respond; such service to be rendered being on a twenty-four (24) hour basis for each and every day of calendar year. A list of the present Fire Units is hereby attached and made a part hereof, and First Party agrees to furnish to Second Party the addresses and telephone numbers of additional Fire Units as the same are added to the County System.

IV.

The term of this Agreement shall be for the period of one (1) year beginning September 1, 1960, and terminating August 31, 1961, unless further extended or cancelled as herein provided.

V.

For and in consideration of services to be rendered by the Second Party, First Party agrees to pay to Second Party the sum of TWO HUNDRED (\$200.00) DOLLARS monthly. Second Party agrees to render a statement for the preceding month's service on or about the 1st day of the succeeding month and First Party agrees to pay for such service within ten (10) days after rendition of statement. First installment shall become due and payable on or about October 10, 1960, and monthly thereafter as herein provided.

VI.

First Party also agrees to the following conditions:

(a) That it will pay all expenses incurred by the City of San Antonio Fire Alarm Operators Office in dispatching said Fire Units, including but not limited to the following, to-wit:

- 1. All expenses necessary and incident to the re-location of radio communication facilities from the Service Office located in the Bexar County Courthouse to the San Antonio Fire Department Fire Alarm Operators Office.
- 2. Long Distance telephone calls necessitated due to personnel of the County Fire Units.
- 3. Supplies, such as journals or ledgers, required for logging of Bexar County Fire calls.
- 4. Provision of necessary maps, printing cards, personnel rosters, and other materials and supplies as may be required in the operation.

(b) Operations of San Antonio Fire Department shall hold priority over Bexar County fire operations.

(c) Strict compliance with the Federal Communications Commission Regulations shall be required on the part of all personnel connected with the Bexar County Fire Units.

(d) Violations of the Contract Agreement and all other administrative problems arising

from this operation shall be referred by the Fire Chief of the City of San Antonio to the Fire Marshall of Bexar County.

(E) That the only responsibility of the City of San Antonio under this contract shall be the transmission of fire alarms in accordance with a pre-established system developed by the Bexar County Fire Marshall and the Fire Chief of the City of San Antonio.

VII.

First Party agrees and binds itself to indemnify and keep indemnified during the life of this Contract the Second Party, its agents and servants, by reason hereof and to hold and save Second Party, its agents and servants, harmless from and against all claims, demands, liabilities, charges and expenses of every kind and character which Second Party, its agents and servants may sustain or incur by reason hereof.

VIII.

Should either party hereto desire to cancel this Contract for any reason, notice thereof in writing shall be given ninety (90) days prior to the annual anniversary date hereof, to-wit: Ninety (90) Days prior to September 1, 1961. Upon the giving of such notice all obligations incurred by either party hereunder shall cease and terminate. This Contract, however, shall remain in force for additional periods of one year upon the same terms and conditions without the execution of new contract unless notice of cancellation shall be given ninety (90) days prior to succeeding anniversary dates of this Contract as herein provided.

IX.

Any property now owned by or furnished by either party to this agreement so as to carry out the same shall remain the property of the one so furnishing such property. It is agreed that all expenses incident to the removal of any property affected by this agreement shall be borne by First Party.

EXECUTED AT San Antonio, Texas, this _____ day of _____, 1960.

COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS

By: _____
Commissioner, Precinct No. 1

By: _____
Commissioner, Precinct No. 2

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 826

TRANSFERRING \$1917.16 FROM FUND 481, ALLEY PAVING CONSTRUCTION FUND TO THE GENERAL FUND.

WHEREAS Alley Participation Paving Projects 5A and 7A have been completed by the Street Maintenance Division of the Public Works Department at a savings of \$1,917.16; NOW,

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

1. The sum of \$1,917.16 is hereby transferred from Fund 481, Alley Paving Construction Fund, to the General Fund.
2. PASSED AND APPROVED this 25th day of August, A. S., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 827

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$390.18 TO GEORGE W. CUNNINGHAM DUE TO A DOUBLE PAYMENT OF TAXES.

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

1. That the Director of Finance is hereby authorized to make the following refund, out of Account 303, to the following named individual as indicated:

Amount: \$390.18
Payable to: George W. Cunningham
110 N. St. Mary's St.
San Antonio, Texas
Reason: Refund of double payment made on personal property, Account No. R0-12239 of 1959 City and School taxes. Payment made on April 8, 1960, and again on July 30, 1960.

PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 828

ESTABLISHING A GROSS RECEIPTS CHARGE UPON OPERATIONS OR AIRCRAFT SERVICE OPERATORS LOCATED AT SAN ANTONIO INTERNATIONAL AIRPORT.

WHEREAS, existing lease contracts between the City of San Antonio and aircraft service operators located at San Antonio International Airport expressly provide and anticipate that the City will, at its option, impose a charge, based on a percentage of gross receipts; and,

WHEREAS, the City Council is of the opinion that such charges should now be imposed in order to make said airport as nearly self-supporting as possible while, at the same time, promoting the maximum efficient use and expansion thereof; NOW, THEREFORE:

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

1. Definitions. The following words and phrases, when used herein, shall have the meaning respectively ascribed to them as follows:

(a) "Airport" means the San Antonio International Airport.

(b) "Aircraft Service Operator" means any person, firm, partnership, association (incorporated or otherwise), corporation or entity, (and, where indicated by the context, the agents, employees and servants thereof), engaged in demonstration, sale (wholesale or retail) or distribution of aircraft and aircraft parts; the storage, repair or servicing of aircraft; aircraft rental where no pilot is provided; or any other activity connected with the maintenance, servicing, storage, rental or sale of aircraft and aircraft parts or the giving of instruction for which a fee or service charge is assessed or received.

(c) "Applicable Gross Receipts" means the aggregate amount of all sales made and services performed for cash, on credit or otherwise, of every kind and nature, regardless of when paid for or whether paid for or not; together with the aggregate amount of all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories and supplies, and sales of services and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by an operator shall be considered as part of applicable gross receipts.

(d) "Operator" means an aircraft service operator.

(e) "Sales of services and goods to the military agents of the United States" means and shall be limited to services and goods sold directly to and directly paid for by the military agencies.

(f) "Wholesale sales" means and shall be restricted to sales of aircraft, goods, parts, accessories or supplies to others for resale and not for the purchaser's own use, and to sales in which the purchase price is below operator's cost.

2. Gross Receipts Charge. Effective September 1, 1960, all aircraft service operators doing business at the airport shall pay to the City of San Antonio, in addition to the rental specified in the applicable lease, the following percentage of applicable gross receipts realized from operations conducted on, in or from the airport:

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

2/4% of the second \$200,000 of each year's applicable gross receipts;

- 1/2% of the third \$200,000 of each year's applicable gross receipts;
- 1/4% of the fourth \$200,000 of each year's applicable gross receipts;
- 1/10% of the excess over \$800,000 of each years applicable gross receipts.

3. Adequate Records Required. Each operator shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders, and of all the operator's business done upon, within or from the airport.

4. Payment; Verification of Records. This operator shall, on or before the 90th day after the end of each calendar year, submit to the City a certified and sworn statement as determined by good accounting principles showing the applicable gross receipt from the operations of the operator on, in and from the airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the operator agrees to cooperate with said Certified Public Accountant for such purpose.

5. All records required to be kept hereunder shall be subject to inspection by the City Manager, or his designated representative, at reasonable times.

6. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 829

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXACO INCORPORATED FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A FIVE-YEAR PERIOD.

* * * * *

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

- 1. The City Manager is hereby authorized to execute an agreement with Texaco Incorporated for the lease of certain premises at International Airport for a five-year period.
- 2. The lease agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWINKUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

THIS AGREEMENT, by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter called "Lessor") and TEXACO INCORPORATED, a Delaware Corporation, (hereinafter called "Lessee"), with its principal office and place of business at P.O. Box 2332, Houston 1, Texas.

W I T N E S S E T H:

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

From an iron spike at the intersection of the centerlines of South Terminal Drive and West Terminal Drive, proceed S 1° 8' 11" E 182.0' to a corner; thence S 88° 51' 49" W 790.0 to the point of beginning for the leased parcel;

THENCE continue S 88° 51' 49" W 140.0' to the SW corner;

THENCE: N 1° 8' 11" W 200.0' to the NW corner;

THENCE: N 88° 51' 49" E 140.0' to the NE corner;

THENCE: S 1° 8' 11" E 200.0' to the SE corner and point of beginning, the whole containing 28,000 square feet, more or less.

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

2. This lease is for a term of five (5)years, commencing on the 1st day of August, 1960, and ending on the 31st day of July, 1965. It is agreed, however, that the Lessee

shall have the right to extend this lease for one (1) additional term of five (5) years, by giving Lessor written notice of its election to exercise this right of extension at least thirty (30) days before the expiration of the original term. Notice may be given personally or deposited in the United States mails, properly addressed to the Lessor with postage prepaid.

3. For the lease plot shown on Exhibit 1 and containing 28,000 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

4. The rental above provided for shall be paid monthly in a sum equal to one-twelfth (1/12) of the yearly rental due hereunder in advance on the first day of each and every month beginning with the first day of August, 1960; provided, however, that notwithstanding the foregoing, no rentals hereunder shall commence to accrue until the all-weather roadway provided for in Article 6D has been constructed and made available to Lessee.

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

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

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 166.0 being for figures prior to and including November, 1959; the similar average for indices for Wholesale Prices-All Commodities is 119.4, being for figures prior to and including December, 1959; the common average for the two averages above is 142.7. All calculations to determine increases or decreases shall use this common average as their base.

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

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

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

C. Lessee shall have quiet enjoyment and peaceable possession of the leased premises during the term hereof.

D. Lessee shall have the non-exclusive use of an all-weather roadway to the fuel storage area, for ingress and egress. Said all-weather roadway shall be constructed or otherwise provided by the Lessor, and maintained so as to provide an adequate and continuous access to the fuel storage area, for the purposes provided herein.

E. Lessee shall be obligated and hereby agrees to construct a continuation of the all-weather access roadway to be provided by Lessor under Article 6"D" above, for the entire length of frontage of the leased premises on the right-of-way for said extension, and as indicated on Exhibit 1 hereof. In the event that another fuel storage tenant has frontage on the same portion of said right-of-way, said tenant and the Lessee hereunder shall share equally the cost of the roadway extension on said portion of right-of-way. Construction and width of such extension shall be equal to the access roadway provided by Lessor. Lessee further agrees that any extension of the access roadway constructed by Lessee as provided above, shall be available for the passage of vehicles of other fuel storage tenants, or of vehicles serving said tenants. Until such time as said access roadway and extensions thereto are further extended by Lessor to provide access to other areas of the Airport, maintenance of said extensions constructed by Lessee shall be the responsibility of Lessee, and thereafter shall be the responsibility of Lessor.

F. Lessee agrees to construct adequate fencing on all sides of the leased premises.

7. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be solely for the bulk storage and distribution of fuels and lubricants, and for no other purposes whatever. Such use and occupancy, and any and all improvements, equipment, appurtenances and construction therefor shall comply with all codes, rules, regulations, ordinances, and laws of all lawful authorities regulating such usage, appurtenances, and construction.

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

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

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

E. Lessee will erect no signs or advertising matter without the consent of the Lessor, provided Lessor will not unreasonably withhold its consent to the erection of signs which do not create a hazard to the operations of said airport.

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

G. Lessee will not, directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written consent of Lessor, provided Lessor will not unreasonably withhold its consent to the subleasing of the above premises to Petroleum Product Dealers who have been licensed by the City of San Antonio to supply petroleum products to the customers of the airport premises.

H. Lessee will pay all taxes and assessments lawfully levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent. Lessee shall have the right to contest any assessment or taxes levied on the personal property of Lessee located on the leased premises, and while Lessee is actively contesting such assessment or taxes, Lessee shall not be in default, under this section of this agreement.

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with any act or omission on the part of the Lessee, its officers, agents, employees and servants. Notwithstanding the foregoing, it is understood that Lessee shall not be responsible, nor indemnify or hold Lessor harmless from loss, claims or demands resulting from the acts of omissions of Lessor, its agents, employees, representatives, or contractors.

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

K. Upon the expiration or other termination of this lease, all buildings, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period, Lessor, at its election, shall have the right to do either of the following: (1) remove such improvements and Lessee hereby expressly covenants to pay the actual cost of such removal; or (2) take title to such improvements in lieu of having them removed.

L. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the normal expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee deliberately remain in possession without Lessor's consent after the normal expiration of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession, shall not constitute a waiver by Lessor of its right to immediate possession.

M. Lessee agrees to pay any and all costs arising in connection with utilities used or installed by it on the leased premises. Provided, however, Lessor at its expense agrees to make available at the boundary of leased premises normal electric power within thirty (30) days following Lessee's request therefor.

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

A. The filing by Lessee of a voluntary petition in bankruptcy.

B. The institution of proceedings in bankruptcy against Lessee; and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any re-organization act.

D. The appointment of a receiver of Lessee's assets.

E. Any assignment of Lessee's assets for the benefit of creditors.

F. The taking of Lessee's leasehold interest by execution or other process of law.

G. The divestiture of Lessee's estate herein by other operation of law.

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

No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default, provided, however, Lessor's right to cancel this Lease must be exercised within one hundred twenty (120) days from the date Lessee tenders the rental to Lessor.

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

10. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall lease similar premises, if available, to Lessee, and if similar premises are not available, either party may cancel this lease.

11. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Texaco, Inc. P. O. Box 2332, Houston, Texas, or to such other place or places as Lessee may hereafter designate in writing to Lessor.

ATTEST: J. Frank Gallagher
City Clerk

CITY OF SAN ANTONIO
BY Charles F. Bissett
LESSOR

TEXACO, INC.
BY D. B. Monroe
LESSEE

AN ORDINANCE 28, 830

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND AN AMENDMENT THEREOF WITH HUMBLE OIL AND REFINING COMPANY FOR THE USE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A 4-YEAR PERIOD.

* * * * *

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

1. The City Manager is hereby authorized to execute a Lease and an Amendment thereof with Humble Oil and Refining Company for the use of certain premises at International Airport for a 4-year period.
2. The Lease and Amendment are attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT, be and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and HUMBLE OIL AND REFINING CO., a corporation, (hereinafter called "Lessee"), with its principal office and place of business at Houston, Harris County, Texas.

W I T N E S S E T H :

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

Beginning at a point which is in the N edge of the concrete apron immediately N of Hangar 1, and 229.0' E of the centerline of E Terminal Drive,

Proceed N 3° 10' W and parallel to the centerline of E Terminal Drive, a distance of 67.3' to a corner;

THENCE N 86° 50' E, a distance of 50.0' to a corner;

THENCE S 3° 10' E, a distance of 17.3' to a point;

THENCE in an arc whose radius is 50.0' and with the existing edge of the concrete apron, a distance of 78.54' to the point of beginning, the whole containing 2,828.5 sq ft., more or less.

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

2. This lease is for a term of four (4) years, commencing on the 1st day of December 1959, and ending on the 30th day of November, 1963. It is agreed however, that the Lessee shall have the right to extend this lease for one (1) additional term of four (4) years, by giving Lessor written notice of its election to exercise this right of extension at least thirty (30) days before the expiration of the original term. Notice may be given personally or deposited in the United States Mails, properly addressed to the Lessor with postage prepaid.

3. For the lease plot shown on Exhibit 1 and containing 2,825.5 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

4. The rental above provided for shall be paid monthly in a sum equal to one-twelfth (1/12) of the yearly rental due hereunder in advance on the first day of each and every month beginning with the first day of December, 1959.

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

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

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

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

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

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

C. Lessee shall have quiet enjoyment and peaceable possession of the leased premises during the term hereof.

7. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be solely for the bulk storage and distribution of fuels and lubricants for Airline vehicles, and for such other purposes as are incidental thereto for the servicing of such vehicles and none other. Such use and occupancy, and any and all improvements, equipment, appurtenances and construction therefor shall comply with all codes, rules, regulations, Ordinances, and laws of all lawful authorities regulating such usage appurtenances, and construction.

B. No permanently installed structure or equipment on the leased premises shall exceed a maximum height of five (5) feet above the adjacent apron. Fuel pumps shall be the low-profile commercial type.

C. In the event it becomes necessary to expand the Terminal Building, or other Terminal Area appurtenances such as to require the use of the premises leased herein, Lessor shall provide comparable premises at another location mutually agreeable to Lessee and Lessor, and Lessee agrees to accept such premises and to relocate the improvements at his own expense.

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

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

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

G. Lessee will erect no signs or advertising matter without the consent of the Lessor, provided Lessor will not unreasonably withhold its consent to the erection of signs which do not create a hazard to the operations of said Airport.

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

I. Lessee will not, directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without the written consent of Lessor, it being understood that such consent will not be unreasonably withheld by Lessor.

J. Lessee will pay all taxes and assessments lawfully levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent. Lessee shall have the right to contest any assessment or taxes levied on the personal property of Lessee is actively contesting such assessment or taxes, Lessee shall not be in default, under this section of this agreement.

K. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or resulting from the occupancy of the leased premises by Lessee, or arising out of or resulting from any act or omission on the part of the Lessee, its officers, agents, employees and servants. Notwithstanding the foregoing, it is understood that the Lessee shall not be responsible, nor indemnify or hold Lessor harmless from loss, claims or demands resulting from the acts of omissions of Lessor, its agents, employees, representatives, or contractors. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto, to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the Insurance Company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

M. Upon the expiration or other termination of this lease, all structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period Lessor, at its election, shall have the right to do either of the following: (1) remove such improvements and Lessee hereby expressly covenants to pay the actual cost of such removal; or (2) take title to such improvements in lieu of having them removed.

N. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the normal expiration of this lease for any purpose other than the ~~leased premises after the normal expiration of this lease for any purpose other than the~~ removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee deliberately remain in possession without Lessor's consent after the normal expiration of this lease, Lessor shall be entitled to recover from Lessee, and the Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession, shall not constitute a waiver by Lessor of its right to immediate possession.

O. Lessee agrees to pay any and all costs arising in connection with utilities used or installed by it on the leased premises.

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee; and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.

- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of laws.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same.

No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default, provided, however, Lessor's right to cancel this lease must be exercised within one hundred twenty (120) days from the date Lessee tenders the rental to Lessor.

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

10. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall lease similar premise, if available, to Lessee, and if similar premises are not available, either party may cancel this lease.

11. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mail, postage prepaid, addressed to Humble Oil & Refining Company, P.O. Box 2180, Houston 1, Texas, or to such other place or places as Lessee may hereafter designate in writing to Lessor.

EXECUTED THIS 29th day of April, 1960.

CITY OF SAN ANTONIO

BY Charles F. Bissett Lessor

HUMBLE OIL & REFINING CO.,

BY N. N. Vesur Lessee

ATTEST: J. Frank Gallagher
City Clerk

AMENDMENT TO LEASE

THE STATE OF TEXAS }

COUNTY OF BEXAR }

WHEREAS, under date of April 29, 1960 the undersigned, CITY OF SAN ANTONIO, a municipal corporation, as "Lessor", and HUMBLE OIL & REFINING COMPANY, a corporation with its principal office and place of business in Houston, Harris County, Texas, as "Lessee", executed and mutually delivered that certain lease for storage and distribution of petroleum products to airline vehicles, covering certain property in the City of San Antonio, Bexar County, Texas, described as follows:

The location and description of the leased premises are set forth in Exhibit 1, which is attached hereto and made a part hereof for all purposes, the same as if copied herein at this point.

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

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

NOW, THEREFORE, In consideration of the mutual benefits to result from the execution hereof and of the rents to be apaid under the above-mentioned lease, said parties covenant and agree that said lease shall be and it is hereby amended by the deletion of the last three complete sentences from Article 7-K, the deleted sentences being as follows:

"As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition the reto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the

City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

It is the purpose of this amendment to delete from the said Article 7-K of the above-mentioned lease contract any obligation on the part of the Lessee to carry public liability insurance covering its use or occupancy of the property affected by said lease. It being understood and agreed, however, that nothing contained in this amendment will alter the Lessee's obligation to indemnify and hold Lessor harmless as provided in the first two complete sentences of Article 7-K of said lease.

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

IN TESTIMONY WHEREOF witness our hands in duplicate originals this 29th day of April, 1959.

CITY OF SAN ANTONIO

BY Charles F. Bissett
LESSOR

HUMBLE OIL & REFINING COMPANY

BY N. N. Vesur
LESSEE

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 831

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE UNITED STATES OF AMERICA (FEDERAL AVIATION AGENCY) FOR THE LEASE OF CERTAIN SPACE AT INTERNATIONAL AIRPORT FOR A ONE-YEAR PERIOD.

* * * * *

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

1. The City Manager is hereby authorized to execute a lease agreement with the United States of America (Federal Aviation Agency) for Electronics Maintenance Technician storage space at International Airport for a one-year period.
2. The lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

Lease Between
City of San Antonio
and
The United States of America

1. THIS LEASE, made and entered into this day of , in the year one thousand nine hundred and sixty by and between the City of San Antonio whose address is San Antonio International Airport, San Antonio 5, Texas for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and The United States of America, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz: Two rooms, comprising the entire Carpenter-Electric Shop Building, and containing a total area of approximately 800 square feet of floor space, and said building located on the North-east side of San Antonio International Airport, San Antonio, Bexar County, Texas, to be used exclusively for the following purposes (see instruction No. 3): space for Electronics Maintenance Technician storage, Federal Aviation Agency, San Antonio, Texas.

3. TO HAVE AND TO HOLD ths aid premises with their appurtenances for the term beginning July 1, 1960, and ending with June 30, 1961.

4. The Government shall not assign this lease in any event, and shall not sublet the

demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

NOTHING.

7. The Government shall pay the Lessor for the premises rent at the following rate: Four hundred eighty and no/100 Dollars (\$480.00) per annum. Payment shall be made at the end of each Government quarter year. All rental payments under this lease shall be made in arrears without submission of vouchers or invoices.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government twenty (20) days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. This lease may, at the option of the Government, be renewed from year to year at a rental of Four hundred eighty and no/100 Dollars (\$480.00) per annum, and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives 30 days notice that it will not exercise its option, before this lease or any renewal thereof expires; Provided, That no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, 1965; and Provided, Further, That adequate appropriations are available from year to year for the payment of rentals.

13. Article 5 of this lease was deleted, and this Attachment "A" containing this Article 13 and Article 12 above, was added hereto and made a part hereof, prior to the signature of any of the parties to this lease.

In witness whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF SAN ANTONIO

BY Charles F. Bissett Lessor

UNITED STATES OF AMERICA

AN ORDINANCE 28, 832

*Cancelled
Ord 32188
March 26, 1964*

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DON CHESSMAN FOR THE LEASE OF CERTAIN PREMISES AT STINSON MUNICIPAL 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 Don Chessman for the lease of certain premises at Stinson Municipal Airport.
2. The Lease Agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)

COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and DON CHESSMAN, (hereinafter called "Lessee"). An individual with his principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

1. Lessor hereby leases unto Lessee the following premises (hereinafter called the "leased premises"), located at Stinson Municipal Airport, San Antonio, Texas

A. Plot "M" described as follows:

BEGINNING at a point which is 30.0 feet South of the centerline of 99th Street and 30.0 feet West of the Centerline of Cadmus Street,

THENCE proceed S 7 degrees 11 feet E a distance of 165.0 feet to the Southeast corner;

THENCE proceed S 82 degrees 49 feet W a distance of 200.0 feet to the Southwest corner;

THENCE proceed N 7 degrees 11 feet W a distance of 165.0 feet to the Northwest corner;

THENCE proceed N 82 degrees 49 feet a distance of 200.0 feet to the Northeast corner and point of beginning, the whole containing 33,000 square feet, more or less.

B. The City-owned buildings located on the following plot:

Plot M Bldgs. 400-401 40' X 80' ea. 3200 sq. ft. ea.

The above described premises are designated on the following exhibits:

Bldgs. 400-401 Exhibit # 3

Plot M

A list of installed property owned by Lessor is shown on Exhibit 1. Condition Report is shown on Exhibit 2. All of which are attached hereto and make a part hereof.

2. Lessee, subject to the faithful performance by Lessor of the covenants and conditions herein, is hereby granted the option of renewal of this lease on like terms and conditions for one renewal period of two years, commencing with the expiration of the base term of this agreement. In the event Lessee shall elect to exercise such renewal option, he shall give written notice of such election to Lessor by registered mail, not less than thirty (30) days prior to the expiration of the base term of this agreement. Such letter shall be addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time.

It is understood and agreed that any language to the contrary notwithstanding, this Renewal Option is contingent, however, as follows: If Lessee elects to renew this lease agreement following the expiration of the base term of five (5) years, said lease during such renewal period may be and is subject to re-negotiation of terms in the event and only in the event during such renewal period, the City of San Antonio should institute a Bond Improvement Program for financing or enlarging of any or all of the Aviation facilities at Stinson Municipal Airport.

3. Lessee agrees to pay a monthly rental on the following:

Bldgs. 400-401 \$192.00 per month

3200 sq. ft. between Bldgs. 400-401 @ 3¢ sq. ft. per yr. \$8.00 per month

Payable in advance on the first day of each month, beginning with the first day of May, 1960. Provided, however, that for the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly Indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices- All Commodities, both as published by the United States Bureau of Labor Statistics. The Computation for said adjustment shall be as follows:

The initial annual rental set forth above shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then existing annual rental payment. All index figures used must be final preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and

and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 166.0, being for figures prior to and including November, 1959; the similar average for indices for Wholesale Prices- All Commodities is 119.4, being for figures prior to and including December 1959; the common average for the two averages above is 142.7. All calculations is determine increases or decreases shall use this common average as their base.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft desing, theory and consturction; and to engage in aeronautical and allied research. It is expressly understood that Lessee may not engage in the sale of gasoline or other fuels other than engine oil from Lessor.

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

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

5. Lessee expressly covenants and agrees as follows:

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

B. Lessor will at its expense place and maintain the foundation, outer walls, and roof of all improvements in a good state of repair, and will make at its expense all necessary major structural repairs not caused by the willful or wrongful acts of Lessee. A condition status report is attached to this lease as Exhibit 2, and made a part hereof and Lessee shall maintain said premises and at the end of this lease or any renewal thereof, return said premises to Lessor in a comparable or better condition, subject only to depreciation from normal wear and tear and loss due to fire, the elements and acts of war,

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

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

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

F. Lessee will not directly or indirectly assign, sublet, sell, hypothicate or otherwise transfer this lease or any portion of the leased premises without written consent of Lessor; SAVE AND EXCEPT, Lessee may and is hereby authorized to rent hanger space to individuals, groups, firms or corporations on a day to day, week to week, month, or annual basis, subject to the superior right of the City to oust any such subtenant in the event that the City should terminate this lease under any provision here made, or without cause, upon thirty days notice to Lessee.

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

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

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

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

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

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

L. Lessee shall cause all improvements owned by Lessor on the leased premises to be kept insured in an amount not less than \$5,000.00 each on Buildings 400 and 401. To be insured against the perils of fire, extended coverage, and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing the damage done to said improvements, or in the case of their destruction or the destruction of any part thereof, the cost of reconstruction thereof. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall name Lessor as co-insured, shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance. If during said term any one of the leased buildings, which constitutes a portion of the leased premises, be totally destroyed by any means whatsoever, then this portion of the lease shall terminate. Should, however, said building or leased premises be only partially damaged from any cause, so as to become untenable, then it shall be optional with Lessor to restore said premises to restore said premises to its former condition, provided Lessor gives to Lessee written notice of the exercise of such option within thirty (30) days after the occurrence of such damage, in which case Lessor shall proceed with due diligence with such repair, and until the premises are thus repaired, there shall be an abatement of said rent to the extent to which the leased premises, or part thereof, are rendered untenable. Should Lessor not exercise the option to repair, then this portion of this lease and the terms created hereby shall immediately cease and terminate.

M. Lessee acknowledges that he has examined the buildings and knows the condition thereof and that their condition is reflected in the status report attached to this agreement.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of two-thousand-two-hundred and fifty dollars (\$2,250.00) conditioned on the faithful performance of all conditions and covenants of this lease.

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

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

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

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

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to

proceedings brought under the provisions of any reorganization act.

- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.

H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same. No waiver or default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

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

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

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

EXECUTED this 25th day of August, 1960.

CITY OF SAN ANTONIO Lessor
By Charles F. Bissett

ATTEST
City Clerk

DON CHESSMAN Lessee
By Don Chessman

AN ORDINANCE 28, 833

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EASTERN AIRLINES INCORPORATED, FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A 1-YEAR PERIOD.

* * * * *

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

- 1. The City Manager is hereby authorized to execute an agreement with Eastern Airlines Incorporated for the lease of certain premises at International Airport for a 1-year period.
- 2. The Lease Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST:
City Clerk

STATE OF TEXAS }
COUNTY OF BEXAR }

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and EASTERN AIR LINES, INC., a corporation incorporated under the laws of the State of Delaware, (hereinafter called "Lessee").

W I T N E S S E T H:

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport (hereinafter called

"Airport"), San Antonio, Bexar County, Texas:

- A. A total of 1, 100 square feet in Building 32;
- B. Building 36, comprising a total of 160 square feet;
- C. A total of 1,583 square feet of apron and ground space adjacent to Buildings 32 and 36.

All as shown on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for a term of one (1) year commencing the 1st day of July, 1960.

3. The following rentals shall be paid by Lessee to Lessor:

A. For the total of 1,260 square feet of building floor space set forth above, a rental of \$1,050 per year shall be paid by Lessee to Lessor;

B. For the total of 1,583 square feet of apron and ground space set forth above, a rental of \$63.32 per year shall be paid by Lessee to Lessor.

4. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the yearly rent due hereunder on the first day of each and every month for the preceding month, and beginning with the first day of July, 1960.

5. Should any provision of this lease agreement be in conflict with a provision of the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor, the provisions of said Certificated Passenger Airlines Lease shall prevail, so long as said lease is valid.

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

A. To engage in the business of a certificated passenger airline, including related activities and rights as set forth in the Certificated Passenger Airline Lease Agreement between Lessee and Lessor, so long as said lease is valid.

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

7. Lessee expressly covenants and agrees as follows:

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

B. No new building shall be constructed and no existing building shall be extended on, or adjacent to, the leased premises, and all inside improvements constructed by Lessee shall comply with all Ordinance of Lessor regulating such construction. All plans for such improvements in City-owned premises shall have the prior written approval of Lessor.

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

D. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided however that in the event that normal Municipal Services undertake the Collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable thereto.

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

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

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

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

I. Lessee agrees fully to indemnify, and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property resulting from the use or occupancy of the said leased premises by Lessee; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of Lessor, its agents or employees; and provided further that Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of its own interest. Lessee agrees to carry, and keep in force, public liability insurance naming Lessor as co-insured, covering personal injury and property damage. Without limiting its liability as aforesaid Lessee agrees to carry and in force such insurance with limits of liability for personal injury in a sum not less than \$50,000 for any one person, and \$1,000,000 for any one accident,

and for property damage in a sum not less than \$200,000.

J. In the event Lessee fails to pay any rentals, charges, fees and all taxes and assessments lawfully levied within 15 days after Lessor transmits a statement therefor to Lessee, time of such payment being expressly agreed to be of the essence of this entire agreement, Lessor may, at its option, upon fifteen days written notice to Lessee (Unless in such 15 day period Lessee shall have corrected such failure to pay), immediately or at any time thereafter, terminate this Lease. In the event Lessor is obligated to participate in any court proceedings in order to enforce any of its rights under this paragraph or to collect its rentals, fees, and charges, Lessor, if successful in pursuing such litigation, shall be entitled to an additional amount in such sum as any Court having competent jurisdiction shall determine as a reasonable attorney's fee.

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

- (1) Ground Transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the terminal building
- (9) Commercial aviation sales, services and other activities except as permitted by the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor.

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

M. Crossed out.

N. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease.

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

8. The Lessor may cancel this Agreement by giving Lessee sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; provided that such jurisdiction is not vacated or the proceedings stayed within thirty (30) days;
- D. The appointment of a receiver of Lessee's assets; provided that such appointment shall not be stayed or vacated within thirty (30) days;
- E. The divestiture of Lessee's estate herein by other operation of law;
- F. The abandonment by Lessee of its conduct of air transportation at the Airport for a period of 90 days.
- G. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee other than failure to pay rentals, fees and charges when due, and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from the Lessor of written notice to remedy the same; provided, however, that no notice of cancellation as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.
- H. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the carrying of passengers, cargo, property and United States air mail.

No waiver of default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein-contained to be performed, kept and observed by Lessee. The acceptance of rental by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this lease.

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

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

agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable, therefor.

11. Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at 10 Rockefeller Plaza, New York 20, New York.

EXECUTED THIS _____ day of _____, 1960.

CITY OF SAN ANTONIO Lessor

By Charles F. Bissett

EASTERN AIRLINES, INC. Lessee

By Leslie P. Arnold

ATTEST:

City Clerk

AN ORDINANCE 28, 834

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

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

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

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

OWNER- American Leasing Corp. - 1955 and 1956- Acct. No. 4442-5100 Personal property taxes were erroneously charged against the foregoing named concern in 1955 and 1956 and should be deleted from the delinquent roll. Taxes on the personal property for the years involved were paid by the Dr. Pepper Bottling Company.

OWNER- Appliance Wholesalers, Inc. 1955- Acct. Nos. 4526-5000 and 4526-5100 The foregoing named concern is no longer in business and has been declared bankrupt under cause 2326. It is recommended by the Tax Attorney that the personal property assessment for 1955 be deleted from the delinquent roll.

OWNER- Associated Tile and Gunit Co. -1957- Acct. No. AO 4604-0100 The personal property taxes charged against the foregoing named concern in 1955 were in error in as much as said property was located in Balcones Hgts. and not subject to taxation by the City of San Antonio.

OWNER- Avis Rent A Car Service - 1956 and 1957 - Acct. No. 467-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that personal property taxes for the years 1956 and 1957 be deleted from the delinquent roll.

OWNER - Ben Ballerstedt Company, Inc. - 1956, 1957, and 1958 - Acct. No. 4765-102 The foregoing named corporation was dissolved by Secretary of State on April 20, 1959 and there are no assets. It is recommended that taxes for years 1956, 1957, and 1958 be removed from the roll.

OWNER- Charles Barshop, Tr. - 1959- Acct. No. 42-1177- Lots 21, 22, 23 and 24, Blk. 51, NCB 2745 Air-conditioning valued at \$1430 was erroneously included in the personal property assessment of the foregoing named person in 1959 and the same should be deleted from the delinquent roll. Taxes in the amount of \$2356.93 are to be collected.

OWNER- Mathilda Barkmeyer- 1959- Acct. No. 132-533 - S. Irr. 627.68' of E. 808.13' of 4 (8.341 Ac.), NCB 10234 It is recommended that rendered land value be accepted for 1959 as owner did not receive notice of increase thereby deprived of opportunity to protest before the Board of Equalization. Taxes in the amount of \$137.60 are to be collected.

OWNER- I. B. Bauman - 1956 through 1959 - Acct. No. 4842 The foregoing named person is now deceased, his estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- Bell Taxi Cab Company, Inc. - 1957, 1958 and 1959 - Acct. No. 4905-5000 As a result of a reinspection of the 1957 through 1959 personal property tax account of the foregoing named concern, and in order to arrive at a more realistic valuation of the personal property involved, the Tax office recommends reduction in valuation for the subject years due to the high rate of depreciation of taxicabs, meters and radio equipment. Taxes in the amount of \$2446 are to be collected.

OWNER- Big Tex Grain C/o Marvin G. Niebuhr- 1952 through 1959 - Acct. No. 3-150-5 (out of Tract B M. K. T. R.R.), NCB A14 The foregoing described property has been double assessed for the years involved and our tax records should be corrected to reflect a single assessment. Taxes in the amount of \$266.53 are to be collected.

OWNER- Bills Store- 1959- Acct. No. B005045-0150 Through error a valuation of \$3100 was placed on the personal property owned by the foregoing named concern in 1959 where as the correct value should have been \$1330 and our records should be adjusted accordingly. Taxes in the amount of \$42.96 are to be collected.

OWNER- I. Bittinger- 1958 and 1959- Account No. 102-52 - N. 177.8' of 2-3 & S. 120' of 4 or 4A, NCB 8406 As a result of a reinspection of the foregoing described property by a City Building Appraiser, it is recommended that due to age and condition of the improvements located thereon that an additional 15% depreciation be allowed in computing the assessed valuation thereof. Taxes in the amount of \$3753.62 are to be collected.

OWNER- Carmen Villarreal Blakeley (R. S. Adams) -1959- Acct. No. 33-358- N. 26.85' of 25 and N. 48.85' of 26, Blk. 10, NCB 2021 As a result of a reinspection of the foregoing described property by a City Appraiser, it is recommended that the assessed valuation for 1959 be reduced from \$4290 to \$3000 in order to be uniform with the valuations placed on comparable properties in the area. Taxes in the amount of \$96.90 are to be collected.

OWNER- Clara Bobio - 1959 - Acct. No. 24-1875 - W. 101.5' of S. 2' of 9 & W. 101.5' of N. 43' of 10-ARB A-10, A-11, Blk. 14, NCB 1533 An improvement valuation of \$2900 was placed on the foregoing described property for 1959 whereas said valuation should have been placed on W. 101.5' of N. 48' of 9, Blk. 14, NCB 1533. Taxes in the amount of \$58.79 are to be collected.

OWNER- William Bourland- 1955- Acct. No. 5205-1100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessment for the foregoing year be removed from the delinquent roll.

OWNER- David H. Braun- 1949- Acct. No. 123-990- Lot 76, Blk. 8, NCB 9652 The foregoing described property constitutes part of a public drain and taxes in the amount of \$1.23 were erroneously assessed against the same for 1949 and should now be deleted from the delinquent roll.

OWNER- Charles H. Brient Jr. - 1959- Acct. No. B2-5281-0100 The foregoing named person was not in business on June 1, 1959 and personal property taxes assessed against him in the amount of \$2.20 should be deleted from the roll.

OWNER- Vernon P. Brown & Co. 1959- Acct. No. B0 5372-0000 Personal property taxes in the amount of \$9.69 were erroneously charged against the foregoing named concern for 1959 and the same should be deleted from the roll.

OWNER- A. A. Buchanan Estate- 1959- Acct. No. B005402-1000 The foregoing named estate owned no personal property subject to taxation on June 1, 1959 and taxes erroneously assessed against the same in the amount of \$14.54 should be deleted from the roll.

OWNER- McCollum Burnett- 1958 Acct. No. B0 5469-0100 Personal property taxes in the amount of \$2.23 were erroneously charged against the foregoing named person in 1959 and the same should be deleted from the roll.

OWNER- Charles and Fay Campbell - 1953 through 1958- Acct. No. 72-918- Lot 21, Blk. 18, NCB 6651 As a result of a reinspection of the foregoing described property by the City Building Appraiser, it is determined that due to age and condition of the improvements located thereon that an additional 10% depreciation be allowed in computing the assessed valuation thereof for the years involved. Taxes in the amount of \$855.32 are to be collected.

OWNER- Lewis M. & Doris Carle (City of San Antonio) - 1959- Acct. No. 39-800-9-2 - Lot S. 2.65' of N. 36.65' of 8, Blk. 2, NCB 2440 The foregoing described property was purchased by the City of San Antonio July 8th, 1955 and taxes in the amount of \$1.29 erroneously assessed against the same for 1959 should be deleted from the roll.

OWNER- Robert Carr- 1955 through 1958 - Acct. No. 5688-100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER Checker Cab Company, Inc. - 1954 through 1959 - Acct. No. C0-5883-5000 As a result of a reinspection of the 1954 through 1959 personal property tax account of the foregoing named concern, and in order to arrive at a more realistic valuation of the personal property involved, the Tax Office recommends reduction in valuation for the subject years due to the high rate of depreciation of taxicabs, meters and radio equipment. Taxes in the amount of \$3682.73 are to be collected.

OWNER- City of San Antonio- 1959 - Acct. No. 120-3601 - Lot 19, Blk. 1, NCB 9550 The foregoing described property was acquired by the City of San Antonio for right of way purposes and city and school taxes for 1959 should be prorated and collected as indicated. Taxes in the amount of \$13.00 are to be collected.

OWNER- City of San Antonio The following described property has been acquired by the City of San Antonio for public services and the taxes for the years indicated should be deleted from the delinquent roll.

Lots 26 & 27, Blk. 16, NCB 8896 - 1956, 1957 & 1958 - Acct. No. 545-1166
 Lots 4 & 5, Blk. 18, NCB 8898 - 1956, 1957, & 1958 - Acct. No. 545-1198 and 545-1199
 Lot 24, Blk. 9, NCB 8896 - 1956, 1957 & 1958 - Acct. No. 545-1168
 Lot 15, Blk. 13, NCB 8893 - 1951, 1952, 1953 and 1956, 1957 and 1958 - Acct. No. 545-1077
 Lots 9-10, Blk. 13, NCB 8893 - 1956, 1957 & 1958 - Acct. No. 545-1071
 Lot 16, Blk. 13, NCB 8893 - 1956, 1957 & 1958 - Acct. No. 545-1078
 N. 85' of 10-11-12, NCB 1959 - Acct. No. 132-2309-9-1
 Lot 31, Blk. 2, NCB 11612 - 1958 & 1959 - Acct. No. 593-1665

OWNER- Clausens Gift Shop - 1957 and 1958 - Acct. No. CO 5988 The former owner of the foregoing named concern is deceased with no known assets remaining in his estate and it is recommended by the Tax Attorney that personal property taxes in the amount of \$31.91 be deleted from the roll.

OWNER- C. H. Cline Used Cars- 1958 - Acct. No. CO 6000 The foregoing named person is deceased with no known assets remaining in his estate and it is recommended by the Tax Attorney that personal property taxes for the year involved be deleted from the roll.

OWNER- Martin Conner- 1959- Acct. No. 33-2091-9-1 - N. 36.86' of 37 through 40, Blk 8, NCB 2112 As a result of a reinspection of the foregoing described property by a City Building Appraiser, it was determined that the assessed valuation of the improvements located thereon be reduced from \$2530 to \$2030 for the 1959 taxes. Taxes in the amount of \$65.57 are to be collected.

OWNER- Frank L. Conroy- 1953 through 1959 - Acct. No. 584-2207-9-2 S. 240.37' of 5-A, NCB 11160 School taxes for the years involved assessed against the foregoing described property on behalf of the San Antonio Independent School District should be deleted from the roll inasmuch as said property is not located in the school district.

OWNER- The Corner- 1954 through 1957 - Acct. No. 6204-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Viola M. Cox - 1957 & 1958 - Account No. CO 6250 The foregoing named person did not own any personal property subject to taxation during 1957 & 1958 and the assessments pertaining thereto should be deleted from the delinquent roll.

OWNER- Cozy Apts. - 1957 & 1958 - Acct. No. CO 6253-0200 We have been unable to locate the former owner of the foregoing described business and it is recommended by the Tax Attorney that personal property taxes for the years involved amounting to \$12.76 be deleted from the delinquent roll.

OWNER- Cut Rate Bar- 1955, 1957 & 1958 - Acct. No. C2 6368 The former owner of the foregoing described business is deceased with no known assets in his estate and it is recommended by the Tax Attorney that personal property taxes for the years involved totaling \$33.32 be deleted from the delinquent roll.

OWNER- Bennie R. Davis- 1955 - Account No. 6443 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the Personal property tax assessment for the foregoing year be removed from the delinquent roll.

OWNER- Mrs. Laurene Clark Davis - 1951 - Acct. No. 33-2113- Lot 22, Blk. 7, NCB 2113 The 1951 taxes on the foregoing described property were paid on June 10, 1954; however, through error the same remained on the delinquent roll and should now be removed therefrom

OWNER- F. De Los Santos- 1955 & 1956 - Acct. No. 6531 The foregoing named person is now deceased, the estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- Kermit Derbigney - 1959 - Acct. No. DO 6591-0100 The foregoing named person was not in business on June 1, 1959 and personal property taxes assessed against him for that year in the amount of \$1.94 should be deleted from the roll.

OWNER- Dobbins Metal Products - 1959 - Acct. No. DO 6688 As a result of an inspection of the personal property owned by the foregoing named concern conducted by the City's Chief Personal Property Appraiser, it is recommended that the assessed valuation for 1959 be reduced from \$8500 to \$4430. Taxes in the amount of \$143.09 are to be collected.

OWNER- Donoho and Cross - 1959 - Acct. No. DO 6716-2000 School taxes in the amount of \$5.41 were erroneously charged against the foregoing named business in 1959 and the same should be deleted from the roll. Taxes in the amount of \$8.80 are to be collected.

OWNER- Doyle Optical Co. - 1958 & 1959 - Acct. No. DO06751-0000 As a result of an actual inspection of the personal property owned by the foregoing named concern, it was determined by the City Appraiser that the assessed valuation thereof for 1958 & 1959 should be established at \$300 and our tax records should be adjusted accordingly. Taxes in the amount of \$19.26 are to be collected.

OWNER- J. E. Ellison - 1955, 1956, & 1957 - Acct. No. 132-1729 - Lot 38, Blk. 12, NCB 10271 The foregoing described property consists of a vacant lot; however, an improvement valuation was erroneously assessed against the same for the years involved and should now be deleted from the delinquent roll. Taxes in the amount of \$9.53 are to be collected.

OWNER- Essex Upholstery Shop - 1957, 1958 & 1959 - Acct. No. EO 7088-0100 As a result of a personal inspection of the personal property involved by a City Appraiser, it was determined that the assessed valuation thereof for the years involved should be established at \$130. Taxes in the amount of \$12.50 are to be collected.

OWNER- L. Leroy & Frances M. Fairall- 1953 through 1959 - Acct. No. 30-398 Lots 11 through 14 & E 10' of 10 & W. 10' of 15, 35 to 38 & E. 10' of 34 & W. 10' of 39, Blk. 36, NCB 1828.

As a result of an inspection of the foregoing described property by a City Building Appraiser, it was determined that the assessed valuation of the improvements located thereon for the years involved should be established at \$9890 and our assessments should be adjusted accordingly. Taxes in the amount of \$3244.29 are to be collected.

OWNER- Fairman Shoe Store -1958 - Acct. No. 7161-1000 The foregoing named concern wnet out of business in March 1959 and there are no assets. It is recommended that taxes for the year 1958 be removed from the roll.

OWNER- Freeborn Lumber Company - 1958 - Acct. No. 7461 The Freeborn Lumber Company ceased operations prior to June 1, 1958 and personal property taxes erroneously assessed against the same for that year should be deleted from the delinquent roll.

OWNER- Eduardo Gonzales - 1957, 1958, & 1959 - Acct. No. 542-1138 Lots 13 & 14, Blk. 39, NCB 8656 As a result of an inspection of the foregoing described property by a City Building Appraiser, it is recommended that due to the dilapidated condition of the improvements located thereon, an additional depreciation should be allowed in computing the assessed value for tax purposes thereof. Taxes in the amount of \$42 are to be collected.

OWNER- D. H. Gordon- 1957 & 1958 - Acct. No. 15-1359 - N. 35' of E. 181' of A-7, ARB A-18, NCB 916 As a result of an inspection of the foregoing described property by a City Building Appraiser, it is recommended that the assessed value located thereon for the years involved be established at \$9270. Taxes in the amount of \$992.74 are to be collected.

OWNER- James Guzman- 1955 - Acct. No. 8157-5002 The above named person is now deceased, the estate having no known assets and it is recommended that assessment pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- Marion P. Hair- 1955- Acct. No. 8191 The foregoing named person is now deceased, the estate having no known assets and it is recommended that assessment pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- E. R. Heinrich - 1959 - Acct. No. 138-3265 - Lot 6-L, NCB 10755 Due to the fact that the owner of the foregoing described property did not receive a land value increase notice from the 1959 Board of Equalization it is recommended that the 1958 valuation be used in computing payment of the 1959 tax. Taxes in the amount of \$44.58 are to be collected.

OWNER- E. R. Heinrich - 1959 - Acct. No. 138-3266 - Lot 6-M, NCB 10755 Due to the fact that the owner of the foregoing described property did not receive a land value increase notice from the 1959 Board of Equalization it is recommended that the 1958 valuation be used in computing payment of the 1959 tax. Taxes in the amount of \$55.56 are to be collected.

OWNER- E. R. Heinrich- 1959 - Acct. No. 138-3267- Lot 6-N, NCB 10755 Due to the fact that the owner of the foregoing described property did not receive a land value increase notice from the 1959 Board of Equalization it is recommended that the 1958 valuation be used in computing payment of the 1959 tax. Taxes in the amount of \$28.43 are to be collected.

OWNER- Heirs of E. D. Henry - 1955 & 1957 through 1959 - Acct. No. 69-2613 Lots 10, 11, & 12, & E. 12.5' of 9, Blk. 4, NCB 6527 As a result of an inspection of the foregoing described property by a City Building Appraiser, it is recommended that the assessed valuation of the improvements located thereon for the years involved be established at \$8430. Taxes in the amount of \$1075.68 are to be collected.

OWNER- Ideal Motors - 1957 - Acct. No. 8787-5050 The personal property involved was not owned by the foregoing named concern in 1957 and taxes erroneously assessed for that year should be deleted from the delinquent roll.

OWNER- Orval Ireland- 1955 & 1956 Acct. No. 8835-5100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Jalisco Cafe- 1957 & 1958 - Acct. No. 8906 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Jimmys Place - 1957 - Acct. No. J08979-5002 Personal property taxes in the amount of \$20.41 were erroneously assessed against the foregoing named concern in 1957 and the same should be deleted from the delinquent roll.

OWNER- Johnnys Corner Fixt It Shop - 1958 & 1959 - Acct. No. J009013-0990 Personal property taxes totaling \$5.13 were erroneously assessed against the foregoing named concern in 1958 and 1959 and the same should be deleted from the tax roll.

OWNER- Radio Station K.C.O.R. Inc. - 1956 through 1958 - Acct. No. 9133 It is recommended by the City's Chief Personal Property Appraiser that due to functional obsolescence the assessed valuation of the equipment owned by the foregoing named concern be established at \$18,000 for the year 1956 and \$26,500 for the years 1957 & 1958. Taxes in the amount of \$2264.90 are to be collected.

OWNER- Lois Ann Kendricks - 1955 through 1959 - Acct. No. 57-3873 - Lot 9, Blk. 18, NCB 3776 As a result of a clerical error the improvement valuation charged on the foregoing described property for the years involved was established at \$5830 whereas the correct figure should have been \$4860 and our assesement records should be adjusted accordingly. Taxes in the amount of \$1122.86 are to be collected.

OWNER- La Azteca Curio Store - 1958 & 1959 - Acct. No. LO 9407-1000 The former owner of the foregoing described business is deceased leaving no known assets and it is recommended by the Tax Attorney that personal property taxes for the two years involved be deleted from the roll.

OWNER- Luling Oil and Gas Company - 1955 through 1959 - Acct. Nos. 9981-100 and 9981-150 Due to the fact that the Tax Office is unable to identify the vehicles assessed to the foregoing named concern for the years 1955 through 1959, it is recommended that the same

be cancelled from the tax roll.

OWNER- Massey Harris Ferguson Inc. - 1959 - Acct. No. MO 10233-0100 As a result of an investigation, it was determined that the foregoing named concern did not own any taxable property in 1959 and taxes erroneously assessed for that year should be deleted from the roll.

OWNER- Mitchell's Food Market - 1954 & 1955 - Acct. No. 10690 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- National Aircraft Corp. - 1959 - Acct. No. 581-2586 - Tr. 3 (18.44 Ac.) NCB 11067 The foregoing described property consists of a vacant lot; however, through error an improvement valuation was charged against the same in 1959 and should now be removed from the roll. Taxes in the amount of \$66.40 are to be collected.

OWNER- J. Sam Newton - 1955 through 1958 - Acct. No. 11102 The foregoing named person is now deceased, the estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- North St. Bar - 1959 - Acct. No. 11186-150 The foregoing named concern was not in business on June 1, 1959 and personal property taxes charges against the same for that year should be deleted from the roll.

OWNER- Oak Grove Inn - 1955 - Acct. No. 11219-3000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessment for the foregoing year be removed from the delinquent roll.

OWNER- R. S. Obar - 1958 - Acct. No. 00 11228 The foregoing named person was not in business on June 1, 1958 and personal property taxes for that year assessed against him in the amount of \$24.88 should be deleted from the delinquent roll.

OWNER- Otella Goering et al - 1957, 1958 & 1959 - Acct. No. 15-1026 - Lots 4 & 5, NCB 889 As a result of an inspection of the foregoing described property by a City Building Appraiser, it is recommended that due to the age and condition of the improvements located thereon that the assessed valuation for the years involved be established at \$9830. Taxes in the amount of \$944.67 are to be collected.

OWNER- Pan American Log Cabin Courts - 1959 - Acct. No. PO 11431 The foregoing named concern was not in business on June 1, 1959 and personal property taxes in the amount of \$15.50 charged against the same for that year should be deleted from the roll.

OWNER- Park Motor Company - 1954, 1955, & 1956 - Acct. No. 11460-5002 The foregoing corporation was dissolved April 30, 1954 with no known assets and it is recommended that the personal property tax involved be deleted from the delinquent roll.

OWNER- Parkway Improvements, Inc. - 1959 - Acct. No. 3-627 - 1 Tria Tract NCB A40 Taxes in the amount of \$5.49 were erroneously assessed against the foregoing described property in 1959 and the same should now be deleted from the roll.

OWNER- J.J. Phillips- 1952 through 1956- Acct. No. 11673 The foregoing individual was adjudged a bankrupt on March 22nd, 1957 Bankruptcy No. 2345. It is therefore recommended that personal property taxes assessed for the years involved be removed from the roll as the same are deemed uncollectible.

OWNER- Jos. B. & Emma L. Post - 1958-1959- Acct. No. 3-382- Lot W. 45' of E. 91.9' of N. 23.4' of 1, NCB a-23 The foregoing described property was double assessed for 1958 and 1959 and taxes erroneously charged against the same in the amount of \$9.64 should be deleted from the roll.

OWNER - Reed Equipment - 1958-1959- Acct. No. RO 12074 As a result of an inspection of the property involved by a City Personal Property Appraiser, it was determined that the assessed valuation for 1958 and 1959 should be established at \$57.40. Taxes in the amount of \$368.50 are to be collected.

OWNER - Robert Reyes - 1955, 1956, & 1957 - Acct. No. R2 12159-0100 The foregoing named person is deceased leaving no known assets and it is recommended by the Tax Attorney that the personal property taxes for the years involved be deleted from the roll.

OWNER - Rafael Reyna - 1959- Acct. No. 132-2585- Lot C, NCB 10313 The foregoing described property consists of a vacant lot; however, through error an improvement valuation was charged against the same for 1959 and should now be deleted from the roll. Taxes in the amount of \$10.34 are to be collected.

OWNER - S.J. Volk and Sons - 1954 through 1957- Acct. No. 14494-1000 The foregoing named concern does not operate in San Antonio and has no agent or business activity in San Antonio. It is recommended by the Tax Attorney that taxes for the years involved be deleted from the roll.

OWNER - S and S Used Furniture - 1954 and 1955- Acct. No. 12524-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- S.W. Finance Corp. - 1955- Acct. No. SO 13369-0150 Personal property taxes in the amount of \$47.25 were erroneously assessed against the foregoing named concern in 1955 and the same should now be deleted from the delinquent roll.

OWNER - Sam Bassett Lumber Company, Inc., - 1957 and 1958 - Acct. No. 4829 and 4829-100 The foregoing named corporation was dissolved by the Secretary of State in March, 1958 with no assets remaining. It is recommended by the Tax Attorney that personal property taxes for years involved be deleted from the roll.

OWNER - Samuel Tailor Shop - 1955- Acct. No. SO 12620 Personal property taxes in the amount of \$3.15 were erroneously assessed against the foregoing named concern in 1955 and should now be deleted from the delinquent roll.

OWNER - San Antonio Housing Authority - 1957 - Acct. No. 24-1260- E. 18.86' of S. 80.35' of 1 & W. 20' of S. 75.66' of 2, Blk. 38, NCB 1492 The foregoing described property has been acquired by the Housing Authority of City of San Antonio and is not subject to taxation. Taxes erroneously assessed against the same in 1957 amounting to \$3.83 should be deleted from the delinquent roll.

OWNER - San Antonio Independent School District - 1959- Acct. No. 57-3481 Lots 1, 2 & 3, Blk. 43, NCB 3754 The foregoing described property is owned by the San Antonio Independent School District and is not subject to taxation. Taxes erroneously assessed on the same in 1959 in the amount of \$6.46 should be deleted from the roll.

OWNER- San Antonio River Authority_ 1959 - Acct. No. 63-1413- Lots 21, 22 and 23, Blk. 1, NCB 6080 The foregoing described property has been acquired by the San Antonio River Authority for flood control purposes and is not subject to taxation. Taxes erroneously assessed against the same for 1959 in the amount of \$5.17 should be deleted from the roll.

OWNER - San Antonio Safety Council - 1958- Acct. No. 12703 The foregoing named organization is no longer in existence and is without assets. Its activities have been taken over by the Chamber of Commerce. It is recommended by the Tax Attorney that the 1958 personal property taxes amounting to \$6.38 be deleted from the delinquent roll.

OWNER- San Tex Barber Shop - 1950- Acct. No. S6-12786 the 1950 taxes assessed against the foregoing named concern in 1950 were paid on July 24, 1952; however, through error the same remained on the delinquent roll and should now be removed therefrom.

OWNER- Saugoit Paper Company- 1955, 1956 & 1957 - Acct. No. 12819-5000 The foregoing named concern does not operate in San Antonio and has no local agent. It is recommended by the Tax Attorney that personal property taxes for the years involved be removed from the roll.

OWNER - Schaefer Construction Co. - 1955 through 1959 - Acct. No. 12841-0100 Due to an error personal property taxes were assessed against the foregoing named concern for the years involved and the same should now be deleted from the roll.

OWNER - John and Agnes Schuck - 1958 & 1959 - Acct. No. 3-383- Lot N. 23.4' of W. 150' of 1, NCB A-23 Through error the foregoing described property was double assessed in 1958 and 1959 and our tax roll should be corrected to reflect a single assessment.

OWNER- Wm. Seipel & Richard M. Landsman Tr. - 1959 - Acct. No. 3-1697 - E. 39.9' of N. 63' of 18 & W. 44' of 18 & E. 57.2' of 19-ARB A-18, NCB 165 As a result of an inspection of the foregoing described property by a City Building Appraiser, it was determined that the unit value per square foot should be reduced from \$3.18 to \$2.40 and the assessed valuation thereof should be corrected accordingly. Taxes in the amount of \$2044.27 are to be collected.

OWNER- Siegels - 1957 - Acct. No. 13089-5000 A review of the assessed valuation pertaining to the personal property owned by the foregoing named concern was made by the City's Chief Personal Property Appraiser resulting in a decided determination that the valuation for 1957 should be established at \$56,240. Taxes in the amount of \$1794.05 are to be collected.

OWNER- J. M. & Mabel F. Skidmore- 1951 & 1952 - Acct. No. 60-2322 - Lot 10 & 11, Blk. 5, NCB 3932 It is recommended by the City's Chief Building Appraiser that the 1953 resurvey valuation of the improvements located on the foregoing described property be used in computing payment of the delinquent 1951 & 1952 taxes. Taxes in the amount of \$10000.47 are to be collected.

OWNER- Ross L. Smith - 1959 - Acct. No. 99-15552 - Lot 91-B, Blk. H, NCB 8361 (Woodlawn Hills) The foregoing described property was double assessed in 1959 and our tax records should be corrected to reflect a single assessment.

OWNER- Southern Produce Company - 1956, 1957 & 1958 - Acct. Nos. 13327 & 13327-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property taxes for the years involved be deleted from the delinquent roll.

OWNER- Upton Staples - 1959 - Acct. No. SO 13498-0020 Due to an error the personal property assessment of the foregoing named person in 1959 was placed at \$850 whereas the correct valuation should have been \$430 and our records should be adjusted accordingly. Taxes in the amount of \$13,89 are to be collected.

OWNER- State of Texas The following described properties were acquired by the State of Texas in 1959 for right of way purposes and the city and school taxes for that year should be prorated as indicated.

E. Pt. of A, 1-A through 6-A (7.1 Acs.), NCB 11156 - 1959 - Acct. No. 584-2057-9-5
Pt. of 5A and 6A (21.117 Ac.), NCB 11156 - 1959 - Acct. No. 584-2057-9-3 Taxes in the amount of \$41.03 are to be collected.
Lot 9, Blk. 8, NCB 1183 - 1958 - Acct. No. 18-1492
Lot 15 through 19, Blk. 8, NCB 1189 - 1958 - Acct. Nos. 18-1555 & 18-1556 & 18-1557
Lots 8 and 9, Blk. 3, NCB 12873 - 1959 - Acct. No. 177-1554 - Taxes in the amount of \$34.91 are to be collected.
Lot 13, Blk. 10, NCB 12935 - 1959 - Acct. No. 177-3744 - Taxes in the amount of \$4.91 are to be collected.
Lot 14, Blk. 10, NCB 12935 - 1959 - Acct. No. 177-3745 - Taxes in the amount of \$4.91 are to be collected.
Lot 11, NCB 12873 - 1959 - Acct. No. 177-1557 - Taxes in the amount of \$3.16 are to be collected.

OWNER- Pete Stoffle 1955 through 1959 - Acct. No. 13601-100 The foregoing named person is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER- J. B. Strange - 1955 & 1956 - Acct. No. 13622-100 Personal property assessed under account number 13522-100 was not located within the City of San Antonio for years 1955 & 1956 and should therefore be removed from the roll.

OWNER- Geo. Swain Motors - 1958 - Acct. No. SO 13729-0000 A review was made of the 1958 personal property assessment of the foregoing named concern and it was determined by a City Appraiser that the correct assessment for that year should have been \$11,160 instead of \$18,410. Taxes in the amount of \$356.01 are to be collected.

OWNER- E. H. Talbert - 1958 - Acct. No. 13773 The foregoing named person is deceased leaving no known assets. It is recommended by the Tax Attorney that 1958 personal property taxes in the amount of \$.98 be removed from the roll.

OWNER- Tex Motel - 1959 - Acct. No. TO 13866-0120 As a result of a review of the personal property account of the foregoing named concern for 1959, it was determined that the assessed valuation should be reduced from \$2660 to \$2160. Taxes in the amount of \$69.77 are to be collected.

OWNER- Three Bells Cafe - 1955 - Account No. 14024-100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing year be removed from the delinquent roll.

OWNER- Odus Tindall - 1955 & 1957 - Acct. No. 14047-100 The foregoing named person is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent roll.

OWNER- L. E. Travis- 1955, 1956 & 1957 - Acct. No. 14140-5004 Personal property taxes for the years involved were erroneously charged against the foregoing named person inasmuch as the same property was charged against the Acct. No. 14140-5002 and taxes have been paid. It is recommended that same should be removed from the roll.

OWNER- Antonio Trevino - 1955 through 1958- Acct. No. 14161-100 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Trevino Grocery and Market - 1954 & 1955 - Acct. No. 14158 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Trevino Fruit Stand - 1955 & 1956 - Acct. No. 14155-1000 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- The Tub (Richard B. Simon) - 1955 through 1958 - Acct. No. 14204-5002 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that personal property taxes for the years involved be deleted from the delinquent roll.

OWNER- Delia Voight - 1952 through 1955 - Acct. No. 14494 The foregoing named person is now deceased, the estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- The Vornado Distributing Company, Inc. - 1958 - Acct. No. 14497-100 The foregoing named concern is out of business, bankrupt with no assets remaining, Personal property taxes for 1958 should be deleted from the delinquent roll.

OWNER- Leo Wallace - 1955 - Acct. No. 14546 The foregoing named person is now deceased, the estate has no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER- West Commerce Drive Inn - 1955 & 1956 - Acct. No. 14678-2000 We were unable to obtain service of citation on the former owner of the foregoing named business and his present whereabouts are unknown. It is recommended that the delinquent personal property taxes for the foregoing years be deleted from the delinquent roll.

OWNER- H. G. Whitmore - 1952 through 1955 - Acct. No. 14779 The whereabouts of the foregoing named person is unknown. It is recommended by the Tax Attorney that the personal property tax assessments for the foregoing years be removed from the delinquent roll.

OWNER- Mary Chavez Wilburn - 1959 - Acct. No. 599-1218 - Lot 81, Blk. 2, NCB 11966 The foregoing described property consists of a vacant lot; however, through error an improvement value was charged against the same in 1959 and should now be removed from the roll. Taxes in the amount of \$5.20 are to be collected.

OWNER- Lee M. & Oveda Wilson - 1959 - Acct. No. 578-1253 - Lot 2, Blk. 10, NCB 10876 An improvement valuation of \$550 was erroneously assessed against the foregoing described property in 1959 and the same should be removed from the tax roll inasmuch as said property consists of a vacant lot. Taxes in the amount of \$4.60 are to be collected.

OWNER- Yarbrough and Company - 1955 - Acct. No. 14990-0100 The whereabouts of the former owner of the foregoing named concern is unknown and it is recommended that the personal property tax assessments for the foregoing year be removed from the delinquent roll.

OWNER- Yellow Cab Company - 1955 through 1959 - Acct. No. 14997-1000 As a result of a re-inspection of the 1955 through 1959 personal property tax account of the foregoing named concern, and in order to arrive at a more realistic valuation of the personal property involved, the Tax Office recommends reduction in valuation for the subject years due to the high rate of depreciation of taxicabs, meters, and radio equipment, Taxes in the amount of \$5459.56 are to be collected.

OWNER - Young-McDonald Lumber Company, Inc. 1956- Acct. No. 15011-5002 The foregoing concern is a defunct corporation without any known assets. The Secretary of State has verified the fact that subject corporation's charter was forfeited in 1957. It is recommended that personal property tax for 1956 be removed from the roll.

OWNER- Rudolph and Lela Zuelecke - 1952 through 1956 - Acct. No. 15070 The foregoing individuals did not own personal property assessed under account number 15070 during years 1952 through 1956 and therefore same should be removed from the roll.

OWNER- W. A. Votaw and Will A. Morris Jr. - 1942 through 1958 - Acct. No. S. Irr. 83' of N. 234 of E. Irr. 237.39 of A3 (Part of Red B) NCB A-20 (N 1/2) This property has been erroneously described on the tax rolls inasmuch as same was included with another parcel of land in NCB A-20. A separation has now been made and the roll corrected. Additional depreciation has been allowed due to age and condition of the improvements for the years 1953 through 1958. Taxes in the amount of \$2,309.08 are to be collected.

PASSED AND APPROVED This 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 835

ESTABLISHING HOLIDAYS TO BE OBSERVED BY CITY EMPLOYEES DURING THE FISCAL YEAR 1960-1961.

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

1. The following are hereby declared to be the holidays to be observed by City employees during the period from August 1st, 1960, through July 31st, 1961:

Labor Day	Monday, September 5th, 1960
Veteran's Day	Friday, November 11th, 1960
Thanksgiving Day	Thursday, November 24th, 1960
Christmas Holiday	Monday, December 26th, 1960
New Years Holiday	Monday, January 2nd., 1960
Battle of Flowers Parade	1/2 day-Friday, April 21st, 1961 (effective
Independence Day	at 12 noon)
Independence Day	Tuesday, July 4th, 1961

2. All employees who are required to work on the above designated holidays shall be given equal time off in lieu thereof.

3. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 836

ESTABLISHING THE SALARIES OF CORPORATION COURT JUDGES, EFFECTIVE SEPTEMBER 1, 1960.

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

1. The salaries of Judges of the Corporation Court of the City of San Antonio, Texas, are hereby established, effective September 1, 1960, as follows:

Mike M. Machado, Presiding Judge	\$795.00 per month
Lawrence C. Lang	\$735.00 per month
Night Judges:	
Manuel Lopez	\$275.00 per month
Richard Wood	\$275.00 per month

2. PASSED AND APPROVED This 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

APPOINTING DR. JOHN L. McMAHON, CITY COUNCILMAN, TO THE BOARD OF FIREMEN, POLICEMEN AND THE FIRE ALARM OPERATORS" PENSION FUND.

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

- 1. Dr. John L. McMahon, City Councilman, is hereby appointed to the Board of Firemen, Policemen and Fire Alarm Operators' Pension Fund Trustees, to replace Mr. Theodore W. Pinson, Jr., deceased.
- 2. PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

WHEREAS this City Council has in the untimely death of Councilman Theo W. Pinson, Jr. lost a most valuable and beloved member and fellow worker, and

WHEREAS in the loss of the membership on this Council of Theo W. Pinson, Jr. the people of San Antonio have lost a representative who had their interest deeply and sincerely at heart, one who has ever looked after all classes, creeds and nationalities with equal diligence and care,

* * * * *

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO that it hereby expresses its deep and heartfelt sympathy for the family of the late Theo W. Pinson, Jr. in their great loss and further that this resolution be inscribed in the public records of the City in reverent memory of one who has done so much both privately and in public life for the Community, and especially for those least able to help themselves.

It is the desire of this Council that a copy of this resolution be sent to Mrs. Theo W. Pinson, Jr.

PASSED AND APPROVED this 25th day of August, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 837

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

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1348) The rezoning and reclassification of property from "A" Residence District to "J" Commercial District as follows: Lot 15, NCB 8695.
- 2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
- 3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.
- 4. PASSED AND APPROVED this 1st day of September, A. D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 838

AMENDING ARTICLE III SEC. 42-32 OF THE CITY CODE TO ALLOW THE KILLING OF POULTRY

IN THE "F", "G", AND "H" LOCAL RETAIL ZONES.

* * * * *

WHEREAS the Zoning Commission of the City of San Antonio has recommended that the Code be amended to allow the limited slaughter of poultry in "F", "G", and "H" Local Retail Zones; and,

WHEREAS the Commission is of the opinion that such small scale slaughter of poultry will not be out of keeping with the current uses allowed such zones; NOW, THEREFORE:

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

1. Section 42 is hereby amended by the addition of the following paragraph to be designated as (11):

(11) Poultry killing and dressing of poultry where completely enclosed within a building shall be permissible so long as not more than 250 birds are slaughtered in any one week period.

2. PASSED AND APPROVED this 1st day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 839

CONFIRMING AND RATIFYING THE RETIREMENT PRIOR TO MATURITY OF CITY OF SAN ANTONIO PARK REVENUE BONDS, SERIES 1945.

* * * * *

WHEREAS, the budget for the fiscal year 1960-1961 appropriated the sum of \$26,875.00 out of Fund 201, Park Revenue Bonds, Series 1945, for the purpose of retiring prior to maturity certain Park Revenue Bonds, Series 1945; and

WHEREAS, said bonds have been purchased by the City for a total consideration of \$26,631.95; NOW, THEREFORE,

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

1. The retirement, prior to maturity, of Numbers 51 to 75, both inclusive, of City of San Antonio Park Revenue Bonds, Series 1945, and the payment of the sum of \$26,631.95 out of Fund 201, Park Revenue Bonds, Series 1945, to the holder of such bonds, is hereby in all things ratified and confirmed.

PASSED AND APPROVED this 1st day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 840

EXTENDING THE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND FRANK MACHOCK FOR THE CONCESSION RIGHTS AT THE BRACKENRIDGE PARK POLO FIELD FOR A 30-DAY PERIOD.

* * * * *

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

1. The contract between the City of San Antonio and Frank Machock, for concession rights in the Brackenridge Park Polo Field, is hereby extended for a one-month period from September 1, 1960 through September 30, 1960; and all the provisions of said agreement are to be binding for said period.

2. PASSED AND APPROVED this 1st day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk