

AN ORDINANCE 28, 398

PROVIDING THAT THE ENFORCEMENT OF ALL PARKING METER ZONE RESTRICTIONS, LOADING ZONE RESTRICTIONS AND NO PARKING FROM 4 TO 6 P.M. ZONE RESTRICTION SHALL NOT BE APPLICABLE ON SATURDAY AFTERNOONS COMMENCING APRIL 2, 1960.

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

1. It is hereby provided that the enforcement of all parking meter zone restrictions, loading zone restrictions and no parking from 4 to 6 P.M. zone restrictions shall not be applicable on Saturday afternoons, commencing April 2, 1960.
2. PASSED AND APPROVED this 31st day of March, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 399

AUTHORIZING A FIREWORKS DISPLAY BY THE LIONS AND OPTIMISTS CLUBS ON MAY 17, 1960.

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

1. The Lions and Optimist Clubs are hereby authorized to jointly conduct a fireworks display at the Mission Stadium on May 17, 1960, contingent upon their compliance with the following:
 - a. No fireworks shall be set off after 11:00 P.M.
 - b. Section 26-15 of the San Antonio City Code.
 - c. Vernon's Annotated Penal Code 1725.
 - d. The attached requirements of the San Antonio Fire Department, as they apply to permittees, which requirements are included herein for all things.
 - e. No fee shall be charged for the issuance of the permit provided for in Section 26-15 of the San Antonio City Code.
2. PASSED AND APPROVED this 31st day of March, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 400

AMENDING SECTION 60-75 OF THE CITY CODE, "STREETS WHERE PARKING PROHIBITED AT CERTAIN TIMES" BY INCLUDING THEREIN CERTAIN PORTIONS OF FOURTH STREET AND LEXINGTON AVENUE.

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

1. Section 60-75 of the City Code entitled "Streets Where Parking Prohibited at Certain Times" is hereby amended by adding thereto certain portions of the following streets:

<u>STREET</u>	<u>SIDE (S)</u>	<u>EXTENT</u>	<u>TIME</u>
Fourth Street	Both	Alamo to S. A. River	4 P.M. to 6 P.M.
Lexington Ave.	Both	San Antonio River to Quincy Street	4 P.M. to 6 P.M.

2. PASSED AND APPROVED this 31st day of March, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

✓ AN ORDINANCE 28, 401

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 AS LOT 29, NCB 7561 FROM "B" RESIDENCE DISTRICT TO "F" LOCAL RETAIL DISTRICT.

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

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

(Case No. 1150)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 29, NCB 7561

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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 402

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

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

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

(Case No. 1230)

The rezoning and reclassification of property from "F" Local Retail District to "JJ" Commercial District as follows: Lot 27, NCB 2946

(Case No. 1230)

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 403

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

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

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

(Case No. 1238)

The rezoning and reclassification of property from "A" Residence District to "C" Residence District as follows:
Tract 2, NCB 10848

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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 404

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

* * * * *

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

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

(Case No. 1241)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: W. 73' of Lot 46, NCB 11315

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 405

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

(Case No. 1242)

The rezoning and reclassification of property from "D" Apartment and "G" Local Retail Districts to "H" Local Retail District as follows: Lots 3 and 18, NCB 3869

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 406

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 property, to-wit:

(Case No. 1256)

The rezoning and reclassification of property from "D" Apartment District to "F" Local Retail District as follows: Lot 13, Blk. 23, NCB 8486

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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 407

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

* * * * *

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

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

(Case No. 1258)

The rezoning and reclassification of property from "A" Residence District to "D" Apartment and "E" Office District as follows: From "A" Residence District to "E" Office District: Lot 37 and 39, NCB 11876 and From "A" Residence District to "D" Apartment District: Lot 38, NCB 11876

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 38, 408

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

* * * * *

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

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

(Case No. 1259)

The rezoning and reclassification of property from "A" Residence District to "B" Residence District as follows:
Lots 5 thru 11, Blk. 12, NCB 12522

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 409

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 in classification and the rezoning of the hereinbelow designated property, to-wit:

(Case No. 1266)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Tract 2-A, NCB 7530

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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

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AN ORDINANCE 28, 410

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

* * * * *

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

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

Case No. 1271

The rezoning and reclassification of property from "A" Residence District to "E" Office District as follows:
Lot 38, NCB 11875

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

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

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 41

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. 1260)

The rezoning and reclassification of property from "A" Residence District to "B" Residence District as follows:
From "A" Residence District to "B" Residence District:
Lots 2 and 3, Blk. 1, NCB 12511.

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 with the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 412

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO CORPORATION COURT WITH CERTAIN PARKING VIOLATION TICKETS FOR \$2,729.00.

* * * * *

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

1. The attached low qualified bid of Les Ferguson Company, Inc., dated April 5, 1960, to furnish the City of San Antonio, Corporation Court with certain Parking Violation Tickets for a total of \$2,729.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Corporation Court, Acct. No. 04-02-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 7th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 413

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FILLINGIM & COMPANY TO FURNISH THE CITY OF SAN ANTONIO TAX ASSESSOR-COLLECTOR WITH CERTAIN LEDGER CARDS FOR A TOTAL OF \$3,632.23

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

1. The attached low qualified bid of Fillingim and Company, dated March 15, 1960 to furnish the City of San Antonio Tax Assessor-Collector with certain ledger and appraisal cards for a total of \$3,632.23 is accepted.
2. Payment to be made from General Fund 1-01, Finance Department, Tax Division, Account No. 06-03-02.
3. PASSED AND APPROVED this 14th day of April, 1960

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 414

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ALEMITE COMPANY OF SAN ANTONIO TO FURNISH THE CITY OF SAN ANTONIO WITH TWO AIR COMPRESSORS FOR A TOTAL OF \$2,062.34.

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

1. The attached low qualified bid of Alemite Company of San Antonio, dated March 11, 1960, to furnish the City of San Antonio with two Kellogg B353-B Air Compressors for a total of \$2,062.34, less 2% -20 is hereby accepted.
2. Payment to be made from 1-01 General Fund, Department of Public Works, Accounts No. 09-06-01A and 09-06-01B.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 415

ACCEPTING THE LOW QUALIFIED BID OF HEMPHILL FORD CENTER TO FURNISH THE CITY OF SAN ANTONIO WITH ONE FORDOR AUTOMOBILE FOR A TOTAL OF \$1,920.00

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

1. The attached low qualified bid of Hemphill Ford Center, dated April 4, 1960 to furnish the City of San Antonio Police Department with one Fordor Fairlane for a total of \$1,920.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Police Department, Account No. 07-04-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 28, 416

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DOBBINS METAL PRODUCTS COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH FOUR CEMETERY TRAILERS FOR A TOTAL OF \$1,580.00

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

1. The attached low qualified bid of Dobbins Metal Products Company, dated February 15, 1960 to furnish the City of San Antonio Department of Parks and Recreation with four cemetery trailers for a total of \$1,580.00, less 1/2 of 1% - 10 days, is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

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AN ORDINANCE 28, 417

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF A. M. LOCKETT & COMPANY, LTD. TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH CERTAIN PARTS FOR AIR CONDITIONING SYSTEM FOR A TOTAL OF \$8,488.53

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

1. The attached low qualified bid of A. M. Lockett & Company, Ltd. (sole source) dated March 28, 1960, to furnish the City of San Antonio, International Airport with certain parts for the repair to the air conditioning system, plus freight, total of \$8,488.53 is hereby accepted.

2. Payment to be made from 8-01 Fund, San Antonio International Airport, Account No. 12-02-03.

Repair Parts	-	-	\$8,021.53
Freight	-	-	467.00
			<u>\$8,488.53</u>

3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

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✓ *Build Permits*

AN ORDINANCE 28, 418

APPROVING THE LOCATION OF RIGHT OF WAY FOR THE STORM DRAINAGE PROJECT 58A; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT OF WAY LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN.

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

1. The location of right of way for Storm Drainage Project 58A, extending from Culebra Avenue near Northwest 28th. Street to a point West of Northwest 26th. Street near Travis Street as shown by a proposed right of way map dated January, 1960, be and is hereby approved.
2. The aforesaid map on file in the Office of the City Clerk is incorporated herein by reference for all purposes.
3. The outer boundaries of the Storm Drainage Project 58A as shown by said map are hereby and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.
4. The responsible officials of the City of San Antonio are hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right of way established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed, where the cost of repairs or reconstruction is in excess of 25% of the value of the structure before the fire or for the repair of any existing structures when the cost of repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.
5. PASSED AND APPROVED this 14th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 419

GRANTING PERMISSION TO MRS. ESTHER ADELMAN TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS AT 1413 WILTSHIRE, TERRELL HILLS, TEXAS.

* * * * *

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

1. That the petition of Mrs. Esther Adelman, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 1413 Wiltshire Street, Lot 4, Blk. 11, County Block 5848-A, Terrell Hills, Texas and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary

sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

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

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

PASSED AND APPROVED THIS 14th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 420

MAKING AND MANIFESTING A BILL OF SALE FOR ALL OF THE IMPROVEMENTS AT 830 LARRY STREET, SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR THE TOTAL SUM OF \$1,040.00.

* * * * *

WHEREAS the City of San Antonio has purchased the land and improvements at 830 Larry Street, for Storm Drainage Project 9 and 9A; and,

WHEREAS Paulette and Chester Champ, the previous owners of said premises have agreed to purchase the improvements thereon for \$1,040.00, which amount is 25% of their appraised value and have deposited that amount with the City Clerk subject to acceptance by the City; NOW, THEREFORE:

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

1. The offer of \$1,040.00 by Paulette and Chester Champ for the improvements at 830 Larry Street is hereby accepted.
2. This ordinance constitutes a Bill of Sale to all the improvements at said premises to the aforementioned parties.
3. The Director of Finance is instructed to deposit the sum of \$1,040.00 received in Storm Drainage Improvement Bond Fund, 1957 Series, Account No. 479-13.
4. PASSED AND APPROVED this the 14th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 421

APPROPRIATING \$501.00 OUT OF THE AIRPORT BOND AND CONSTRUCTION FUND NO. 803-02, IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM AND ACCEPTING A WARRANTY DEED AND A QUITCLAIM DEED TO THE LAND ACQUIRED.

* * * * *

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

1. The sum of \$500.00 is hereby appropriated out of the International Airport Bond and Construction Fund No. 803-02, Federal Airport Aid Project No. 9-41-080-5709, payable to Commercial Abstract and Title Company as escrow agent for Matilda Krause, Individually and as Independent Executrix of the Estate of Louis Krause, for a general warranty deed to a 0.285 acre tract of land out of County Block 5001, San Antonio, Bexar County, Texas. This parcel is being acquired for the expansion and enlargement of the San Antonio International Airport. The accompanying warranty deed to the aforementioned parcel is hereby accepted.

2. The sum of \$1.00 is hereby appropriated out of the above named fund, payable to Commercial Abstract and Title Company, as escrow agent for Herbert W. D. Krause; Erwin H. Krause and wife, Mrs. Ilka Krause; Veronica Krause Ewers; Arno G. Krause, Jr.; Annie Krause; Irma Krause Lichtenberg and husband, Rudolph Lichtenberg; Herman E. Krause and wife, Jean Krause; Walter A. Krause and wife, Mrs. Ulaster Krause; Claude Bourland, Jr., and wife, Jessie M. Bourland, for a quitclaim deed to the above described property. This quitclaim deed is being acquired to remove a potential cloud from the title of this parcel. The accompanying quitclaim deed to the aforementioned parcel is hereby accepted.

3. PASSED AND APPROVED this 14th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 422

AUTHORIZING THE PAYMENT OF \$1,147.61 TO
CLAUDE ANIOL & ASSOCIATES FOR THE PREP-
ARATION OF CERTAIN MUNICIPAL ADVERTISING.

* * * * *

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

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

Artwork, composition, engravings, mats for Fiesta ad for April Texas newspapers	\$167.60
Art, composition, engravings & combination halftone for Texas Outlook ad	\$191.07
Artwork, photos, composition & combination halftone Redbook ad	\$189.27
Artwork, composition, combination halftone for Instructor ad	\$132.17
Artwork, composition negatives for Life En Espanol ad "Tome usted vacacion primavera"	\$117.17
Artwork, composition, 2 sets engravings for Sunset and National Geographic	\$129.23
7 sets duplicate screened color negatives from San Antonio booklet, supplied by Steck for use in South Texas Chamber of Commerce Travel Directory	\$ 51.80
Layout and finished reproduction art for page in South Texas Chamber of Commerce Travel Directory	\$ 47.00
Art, composition and negatives for Life En Espanol ad "Pase usted los encantos primaverales en San Antonio"	<u>\$122.30</u>
GRAND TOTAL	<u>\$1147.61</u>

2. Payment of the sum of \$1,147.61 out of the Civic Advertising account 19-02-01, (2-62), 1959-60 general fund is hereby authorized to be made to Claude Aniol & Associates. Said amount includes the amount specified in paragraph one hereof.

3. PASSED AND APPROVED THIS 14th day of April, 1960 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

APPROVED: Bennett R. Bolen
Director of Finance

APPROVED AS TO FORM: Carlos C. Cadena
City Attorney

APPROVED: Jim Picone
Civic Advertising

AN ORDINANCE 28, 423

AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL OF THE LEASE BETWEEN THE CITY AND THE UNITED STATES OF AMERICA (GENERAL SERVICES ADMINISTRATION) FOR PLANT QUARANTINE 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 renewal of the lease between the City of San Antonio and the United States of America for plant quarantine space at International Airport for a one year period.
- 2. The lease renewal is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 424

AUTHORIZING THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT WITH THE MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS FOR THE PLACING OF AN EIGHT INCH WATER LINE UNDER SAID COMPANY'S TRACKS AT HINES AVE.

* * * * *

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

- 1. The City Manager is hereby authorized to execute a license agreement with the Missouri-Kansas-Texas Railroad Company of Texas for the placing of an eight inch (8") water pipe line across said railroad company's premises at Hines Avenue.
- 2. A license agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 425

GRANTING AND CONFIRMING TAX EXEMPTIONS OF CERTAIN PROPERTIES OWNED BY VARIOUS CHURCH ORGANIZATIONS.

* * * * *

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

- 1. That the property owned by the Trustees of Concordia Lutheran Church, the same being Lot 15, Blk. 7, NCB 8066, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.
- 2. That the property owned by the Pentecostal Church of God of West Texas, the same being Lot 5, Blk. 4, NCB 10321, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1957 through 1959 at which time assessment is hereby found to be void and the same shall be deleted from the rolls.

3. That the property owned by the Pilgrim Holiness Church, the same being Lot 8, NCB 10978, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

4. That the property owned by the Richmond Avenue Baptist Church, the same being Lots 25 through 28, Blk. 22, NCB 7688, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

5. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 19 and 20, Blk. 97, NCB 8847, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

6. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 24 and 25, Blk. 13, NCB 8990, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

7. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 1 through 4 (now known as Lot 25), Lot 5 (now known as Lot 26), and Lots 14 through 16 (Now known as Lot 28), Blk. 5, NCB 10052, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1959, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1958 and 1959 at which time said assessment is hereby found to be void and the same shall be deleted from the rolls.

PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 28, 426

APPROVING THE ESTABLISHMENT OF AN EMBALMING OR DEAD ROOM BY ROY AKERS AT 515 NORTH MAIN AVENUE.

* * * * *

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

1. The petition of Roy Akers to establish a dead or embalming room in connection with his undertaking business or establishment located at 515 North Main Avenue, known as City, Circle 15-Red 17, ARB A-8, and on County Rolls as Circle 15-Red 14 ARB A-8, known as the Alamo Distributing Co. property, within the corporate limits of the City of San Antonio, is hereby granted.

2. Since the Director of Public Health has approved such location as required by Section 9-2 of the City Code, the City Manager is hereby authorized to issue a permit to Roy Akers to establish a dead or embalming room in the above location.

3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 427

ACCEPTING THE BID OF THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO FOR THE LOANING OF FUNDS FOR PART OF THE PURCHASE PRICE OF THIRTY-FIVE MOTOR BUSES FOR THE SAN ANTONIO TRANSIT SYSTEM, AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, subsequent to the passage and approval of the ordinance of February 18, 1960, authorizing the borrowing of funds to be evidenced by promissory notes and secured by chattel mortgages on motor buses and authorizing the taking of sealed bids in connection with the purchase of thirty-five motor buses, the National Bank of Commerce of San Antonio, Texas, submitted a sealed bid to make said loan at an interest rate of four and one-half per cent (4 1/2%) per annum, which was the best and most favorable bid for said loan; now therefore;

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

SECTION 1. That the bid of the National Bank of Commerce of San Antonio to loan funds not to exceed \$597,736.85 in accordance with the ordinance passed and approved on February 18, 1960, at an interest rate of four and one-half per cent (4 1/2%) per annum, is hereby accepted.

SECTION 2. That the Transit Board of Trustees of San Antonio do all things that it may deem necessary or proper to the consumation of said loan, including (a) the payment on said loan each month of \$29,000 of the \$30,000 deposited in the Renewal and Replacement Fund provided for in the Trust Indenture dated March 1, 1959, securing the City of San Antonio Transit System Revenue Bonds, which amount shall be dedicated and pledged solely to the payment of principal and interest due or past due on said notes and shall be applied solely to the payment thereof until the entire principal and interest thereon has been paid to said Bank; (b) the naming of said Bank as the lien holder on the certificates of title to said thirty-five buses as they are delivered; and (c) prompt notification of the insurance companies which have issued or shall issue insurance policies on said buses (other than liability insurance policies) that said Bank has a lien on said buses.

SECTION 3. That by reason of the necessity for the acquisition and financing of said buses, which are urgently needed extensions and improvements to the Transit System of this City, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon enactment and it is so enacted.

ADOPTED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 28, 428

AUTHORIZING AND REQUESTING THE WATERWORKS BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO, TO CUT OFF WATER SERVICE TO RESIDENTS AND/OR RESIDENCES AND ESTABLISHMENTS OUTSIDE THE CITY OF SAN ANTONIO, WHICH ARE DELINQUENT IN THEIR PAYMENTS OF THE SEWER SERVICE CHARGE OF THE CITY OF SAN ANTONIO; AND AUTHORIZING THE CITY MANAGER, OR HIS AGENT, TO CERTIFY TO THE GENERAL MANAGER OF THE WATERWORKS BOARD OF TRUSTEES THE NAMES OF THOSE RESIDENTS AND/OR ADDRESSES OF RESIDENCES OR ESTABLISHMENTS OUTSIDE THE CITY OF SAN ANTONIO, WHICH ARE DELINQUENT IN PAYMENT OF SEWER SERVICE CHARGES OF THE CITY OF SAN ANTONIO; AND INDEMNIFYING THE WATERWORKS BOARD OF TRUSTEES FOR ANY LIABILITY INCURRED AS A RESULT OF SUCH ACTION.

* * * * *

WHEREAS, the contract between the City of San Antonio and residents outside the City of San Antonio permitting the use by such residents of the sewage facilities of the City of San Antonio provides that water service to such residents may be cut off for non-payment of sewer charges; and

WHEREAS, some of such residents have been delinquent in payment of sewer charges for periods up to 36 months; NOW, THEREFORE,

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

1. The Waterworks Board of Trustees is hereby authorized and requested, upon receipt of certification from the City Manager of the City of San Antonio of the names of those residents and/or addresses of residences or establishments outside the City of San Antonio whose sewer accounts have become delinquent, to cut off water service to such residents and/or residences or establishments.

2. The City Manager or his agent is authorized to certify to the General Manager of the Waterworks Board of Trustees the names of those residents and/or residences or establishments outside the City of San Antonio which are delinquent in the payment of sewer service charges of the City of San Antonio.

3. The City of San Antonio hereby indemnifies the Waterworks Board of Trustees for any liability incurred as a result of the action herein authorized and requested.

4. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 28, 429 ✓

AMENDING SECTION 60-41A OF THE CITY CODE, AS AMENDED, ENTITLED "FULL SIGNAL OPERATION LOCATIONS" BY ADDING THERETO THE INTERSECTION OF THE EXIT-ENTRANCE TO SEARS ROEBUCK AND COMPANY SOUTHSIDE STORE PARKING LOT AND S. W. MILITARY DRIVE.

* * * * *

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

1. Section 60-41A of the City Code, as amended, entitled "Full Signal Operation Locations", is hereby amended by adding thereto the following intersection:

a. Exit-entrance to Sears Roebuck and Company Southside Store parking lot and S. W. Military Drive.

2. All other provisions of Section 60-41A are to remain in full force and effect.

3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 430 ✓

AUTHORIZING A FIREWORKS DISPLAY BY THE SAN ANTONIO BASEBALL CLUB ON JULY 4, 1960.

* * * * *

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

1. The San Antonio Baseball Club is hereby authorized to conduct a fireworks display at Mission Stadium on July 4, 1960, contingent upon its compliance with the following:

- a. No fireworks shall be set off after 11:00 P.M.
- b. Section 26-15 of the San Antonio City Code.
- c. Vernon's Annotated Penal Code 1725.
- d. The attached requirements of the San Antonio Fire Department, as they apply to permittee, which requirements are included herein for all things.

2. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 28, 431 ✓

ACCEPTING THE CONVEYANCE FROM L. R. PLETZ TO THE CITY OF SAN ANTONIO OF A CERTAIN OUTFALL SEWER LINE, INCLUDING EASEMENTS PERTINENT THERETO, AND APPROPRIATING THE SUM OF \$15,000.00 OUT OF SPECIAL FUND NO. 204 TO BE USED IN PAYMENT THEREFOR.

* * * * *

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

1. The conveyance to the City of San Antonio by L. R. Pletz of a certain outfall sewer line, together with easements pertinent thereto, is hereby accepted. The location of said sanitary sewer line and pertinent easements is more fully described in easements executed in favor of L. R. Pletz and being recorded in the Deed Records of Bexar County, Texas, in

Volume 4327, pages 491-495
Volume 4327, pages 502-505
Volume 4327, pages 485-488
Volume 4327, pages 488-491
Volume 4327, pages 495-498
Volume 4327, pages 501-502
Volume 4327, pages 482-485
Volume 4327, pages 505-508
Volume 4327, pages 498-501.

2. The sum of \$15,000.00 is hereby appropriated out of Special Fund no. 204, payable to L. R. Pletz as consideration for the conveyance to the City of said sewer line and easements. The budget of the City of San Antonio for the fiscal year 1959-60 is hereby amended to include said appropriation.

3. PASSED AND APPROVED this 14th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 28, 432

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. 1255)

The rezoning and reclassification of property from "A" Residence District to "E" Office District as follows:
Lot 1, NCB 12174

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

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

4. PASSED AND APPROVED this 21st day of April, A. D., 1960.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 433

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. 1261)

The rezoning and reclassification of property from "B" Residence District to "D" Apartment District as follows:
Lot 39, NCB 11067

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

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

4. PASSED AND APPROVED this 21st day of April, 1960, A.D.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 434

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. 1276)

The rezoning and reclassification of property from "D" Apartment District to "E" Office District as follows:
Lot 27, Blk. 12, NCB 1704

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

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

4. PASSED AND APPROVED this 21st day of April, 1960, A.D.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 435

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. 1282)

The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lot 164-A, Blk. 15, NCB 11111

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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 21st day of April, A.D., 1960.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 436

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. 1288)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lots 11 and 12, NCB 11257

2. That all other provision 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.

AN ORDINANCE 28, 437

ACCEPTING THE LOW BID OF H. B. ZACHRY COMPANY, IN THE AMOUNT OF \$209,920.26, FOR THE STREET RECONDITIONING PROGRAM FOR 1960; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING PAYMENT OF THE SUM OF \$209,920.26 OUT OF THE GENERAL FUND ACCOUNT NO. 09-04-10 TO H. B. ZACHRY COMPANY IN CONNECTION THEREWITH. * * * * *

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 \$209,920.26, for the Street Reconditioning Program for 1960 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 project outlined in Paragraph 1 above.
3. The Director of Finance is hereby authorized to pay the sum of \$209,920.26 out of General Fund Account No. 09-04-10 to H. B. Zachry Company for the work of the contract authorized in Paragraph 2 above.
4. The City Council expressly reserves the right to increase or decrease the quantities or the extended amount of this contract by twenty-five (25) per cent or less. In the event of such an increase, the number of working days allowed for completion will be increased accordingly.
5. PASSED AND APPROVED this 21st day of April, 1960.

/s/J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 438

Amended Sept. 29, 1960 Ordinance 28, 438

ACCEPTING THE LOW BID OF H. B. ZACHRY COMPANY, IN THE AMOUNT OF \$235,620.44, FOR THE STREET SEALCOATING PROGRAM FOR 1960; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFORE; AND AUTHORIZING PAYMENT OF \$235,620.44 OUT OF GENERAL FUND ACCOUNT NO. 09-04-10 TO H. B. ZACHRY COMPANY IN CONNECTION THEREWITH. * * * * *

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 \$235,620.44, for the Street Sealcoating Program for 1960 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 project outlined in Paragraph 1 above.
3. The Director of Finance is hereby authorized to pay the sum of \$235,620.44 out of General Fund Account No. 09-04-10 to H. B. Zachry Company for the work of the contract authorized in Paragraph 2 above.
4. PASSED AND APPROVED this 21st day of April, 1960.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 439

AMENDING THE CITY BUDGET FOR FISCAL YEAR 1959-60 BY APPROPRIATING \$495,540.70 OUT OF UNAPPROPRIATED SURPLUS OF THE GENERAL FUND AND APPLYING SAID AMOUNT TO SPECIAL PROJECTS ACCOUNT 09-04-10 SEAL COATING AND RECONDITIONING PROGRAM 1959-60 OF THE GENERAL FUND; AUTHORIZING THE HIRING OF SEVEN ADDITIONAL ADMINISTRATIVE PERSONNEL IN CONJUNCTION WITH THE 1959-60 SEAL COATING PROGRAM. * * * * *

* * * * *

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

1. The City Budget for Fiscal Year 1959-60 is hereby amended as follows:
 - a. The sum of \$495,540.70 is appropriated out of Unappropriated Surplus of the General Fund and deposited in Special Projects Account 09-04-10 Seal Coating and Reconditioning Program 1959-60, of the General Fund;
 - b. The hiring of seven additional men, five checkers and two supervisors to perform administrative duties in conjunction with 09-04-10 Seal Coating Program 1959-60 is authorized.
2. The sum of \$150,000.00 is hereby transferred from the Contingency Account 70-01-01 of the General Fund to the Public Works Department, Gravel and Asphalt Maintenance Account 09-04-02 of the General Fund.
3. PASSED AND APPROVED this 21st day of April, 1960.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 440

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF McDONOUGH BROTHERS, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH ONE ASPHALT PAVING MACHINE ON RENTAL PURCHASE BASIS AS SPECIFIED.

* * * * *

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

1. The attached low qualified bid of McDonough Borthers, Inc., dated April 12, 1960, to furnish the City of San Antonio Department of Public Works with one Barber Greene Serial #879BX300 Asphalt Paving Machine as per "General Conditions and Requirements" of the bid is hereby accepted.
2. Rental payments to be made monthly, based on tonnage used of hot mix, hot laid asphaltic concrete @ \$.20 per ton, from General Fund 1-01, Department of Public Works, Account #09-04-02.
3. Purchase of machine at bid price of \$17,670.00 is optional by City. Prior monthly rental payments will apply against this price.
4. All other bids received are hereby rejected.
5. PASSED AND APPROVED this 21st day of April, 1960.

/s/ J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 441

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF COMMERCIAL BODY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH FOUR HYDRAULIC DUMP BODIES FOR A TOTAL OF \$3,630.08.

* * * * *

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

1. The attached low qualified bid of Commercial Body Corp. dated April 15, 1960, to furnish the City of San Antonio, Department of Parks and Recreation with four Galion Model 12R-4 with Galion Model 730 Hydraulic (dump bodies) for a total of \$3,630.08 is hereby accepted.

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

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 442

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GILLESPIE MOTOR COMPANY: HEMPHILL FORD CENTER: INTERNATIONAL HARVESTER COMPANY AND MIKE PERSIA CHEVROLET COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN TRUCKS FOR A TOTAL OF \$51, 739.70.

* * * * *

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

1. The attached low qualified bids of Gillespie Motor Company; Hemphill Ford Center; International Harvester Company and Mike Persia Chevrolet Company, Inc., dated April 20, 1960, to furnish the City of San Antonio various departments with certain trucks for a total of \$51,739.70 are hereby accepted as follows:

Gillespie Motor Co.			
2300 Broadway			
Item #1, 6 - 2 1/2 ton C&C	16,656.00		
Item #2, 1 - 2 1/2 ton C&C	<u>2,940.00-</u>	19,596.00	
Hemphill Ford Center			
1025 San Pedro Ave.			
Item #3, 4 - 1/2 ton Pickup	6,447.20		
Item #4, 5 - 3/4 ton Pickup	8,575.00		
Item #5, 2 - 1 ton C&C W/stake	<u>3,940.00</u>	18,962.20	
Internatinnal Harvester Co.			
1400 S. Flores			
Item #6, 2 - 3/4 Panel Del.	<u>5,513.26</u>	5,513.26	
Mike Persia Chevrolet, Inc.			
457 S. St. Marys			
Item #7, 3 - 1/1/2 ton stake body	7,668.24		
			<u>7,668.24</u>
			51.739.70

2. Payment to be made as follows:

<u>Account No.</u>	<u>Fund</u>	<u>Amount</u>
07-02-01	1-01	1,681.80
07-04-01	1-01	5,513.26
09-04-02	1-01	17,842.04
10-04-01	1-01	3,083.60
11-02-01	1-01	18,474.00
46-07-02	6-01	<u>5,145.00</u>

3. All other bids received for the above mentioned items are hereby rejected. Bids received on April 20, 1960 for one 2-ton cab and chassis will be acted on at later date.

4. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 443

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF STRAUS-FRANK COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN LUBRICATING AND SERVICE EQUIPMENT FOR A TOTAL OF \$5,452.64.

* * * * *

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

1. The attached low qualified bid of Straus-Frank Co. dated April 19, 1960, to furnish the City of San Antonio, Department of Public Works - Special Projects with certain items of lubricating and service equipment for a total of \$5,452.64, less 5% - 30 net \$5,180.01 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Special Projects (Other Appropriations) Account No. 09-06-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 444

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ALVARADO BROTHERS GARAGE TO FURNISH THE CITY OF SAN ANTONIO WITH WRECKER SERVICE FOR A PERIOD BEGINNING 15 DAYS AFTER THE ACCEPTANCE OF THIS PROPOSAL AND TERMINATING JULY 31, 1961.

* * * * *

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

1. This ordinance accepts the attached bidder's proposal of Alvarado Brothers and makes and manifests a contract between the City of San Antonio, hereinafter referred to as "City", and Alvarado Brothers Garage, hereinafter referred to as "Contractor", for wrecker service, in words and figures as follows:

A. Contractor agrees that, when directed to do so by the Chief of Police of the City of San Antonio, or his duly authorized representative, Contractor will remove from the public streets, ways or toher public property all vehicles which are parked in violation of city ordinances, or which have been involved in collisions or abandoned. Unless otherwise directed by the owner of the vehicle or the police officer on the scene, Contractor will tow all such vehicles to the City Police Pound. In no event shall the operator of the wrecker effecting the removal suggest to the owner of the vehicle that the vehicle be taken to any particular garage or repair shop.

B. The term of this contract shall be for a period commencing fifteen (15) days from the date of acceptance herein and terminating July 31, 1961.

C. Contractor will provide twenty-four (24) hour service, including Sundays and holidays, and will have available, for the performance of the towing services which he hereby obligates himself to render, at all times during any twenty-four (24) hour period, the following equipment;

At least two auto wreckers on 3/4 to 1 1/2 ton chassis, with 6,000 pound crane power-driven winch.

At least one heavy-duty wrecker on a 5 ton chassis, with 20,000 pound power-driven crane, split boom.

In addition, during the hours of 4:00 P.M. and 2:00 A.M. Contractor must have available, in addition to the three wreckers specified above, two additional wreckers on a 3/4 to 1 1/2 ton chassis, with 6,000 pound crane power-driven winch.

All wreckers will be fully equipped at all times with emergency equipment such as flags, flares, tire tools, fire extinguishers and other tools reasonable necessary to perform the towing service usually and customarily performed by wreckers of such size.

Contractor further agrees that he will maintain a telephone, manned 24 hours a day, and sufficient personnel to perform Contractor's obligations hereunder. In this connection, all personnel of Contractor rendering towing service shall be cleanly uniformed, and Contractor agrees to furnish to the Chief of Police personal data, fingerprints and photographs of all wrecker drivers in Contractor's employ as of the date of this contract and, in case new or additional personnel are thereafter employed, Contractor will furnish such data within fifteen days after such employment.

D. When Contractor renders towing service pursuant to the provisions of this bid, he shall charge the following:

- a. For use of 3/4 to 1 1/2 ton wrecker: \$7.50 for the first mile, and \$1.00 for each additional mile; provided that in no event shall the amount charged exceed \$12.50.
- b. For use of 2 ton wrecker: \$15.00 per hour (minimum charge, one hour), plus \$3.75 for each additional quarter hour or portion thereof
- c. For use of 2 1/2 ton wrecker: \$18.00 per hour (minimum charge, one hour), plus \$4.50 for each additional quarter hour or portion thereof.
- d. For use of 3 to 5 ton wrecker: \$22.50 per hour (minimum charge, one hour), plus \$5.50 for each additional quarter hour or portion thereof.

If the vehicle is towed to a place other than the City Police Pound, Contractor will collect the applicable towing fee from the owner, or person in charge of, said vehicle. When the vehicle is towed to the City Police Pound, City will collect the applicable towing fee.

E. Prior to the 15 day of each month, Contractor shall remit to the License and Dues Collector of the City of San Antonio an amount equal to Forty per cent (40%) of the towing fees collected by Contractor for towing service rendered during the preceding month. At the time such remittance is made, Contractor shall file with the License and Dues Collector a sworn statement, in dupli-

cate, showing the amounts collected by Contractor for towing services rendered pursuant to this contract during the preceding month. On the first and fifteenth day of each month, Contractor shall furnish to the City a statement for the amount due Contractor on account of vehicles towed to the City Police Pound, which amount shall be computed by deducting from the applicable towing charge the amount due the City under the provisions of the paragraph immediately preceding. City shall pay Contractor the amount due for such services within ten days after the receipt of such statement.

F. Contractor agrees to keep and maintain complete and adequate books, including a log showing date, time, location of origin and termination of tow, on records and forms approved by City's Director of Finance. Such records shall, upon reasonable demand, be available to City's Director of Finance for inspection and audit.

G. Contractor agrees to save and hold City harmless from any and all loss and damage arising out of the towing of vehicles by Contractors pursuant to the terms of this contract. In this connection, Contractor shall deposit with the City Clerk of the City of San Antonio a certificate of an insurance company authorized to do business in Texas that Contractor has in force a garagemen's policy of insurance, which names City as co-insured, governing the operations of Contractor pursuant to the provisions of this contract, in the amount of \$20,000.00 for any one person killed or injured, and \$40,000.00 for more than one person killed or injured in any one accident, and \$5,000.00 for any damage, injury to or destruction of property. Such policy shall contain an endorsement providing 30 days' prior notice to the City Clerk in the event of any cancellation of or change of said policy. Contractor expressly agrees to keep such policy in full force and effect during the life of this contract. In the event of a claim against Contractor, it is expressly understood, and such policy shall expressly provide, that neither Contractor nor his insurer will seek to avoid liability on the grounds that Contractor was engaged in the exercise of a governmental function.

Said policy shall cover vehicles of other wrecker operators whose equipment may be used by Contractor pursuant to the provisions hereof.

H. If and when it becomes necessary in any manner to disconnect, tamper with or damage the gear, emergency brake or any other part of a vehicle before towing, Contractor will, on termination of the tow, repair or put such vehicle back in its original condition at Contractor's expense.

2. 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.

3. In the event of the breach of any of the conditions hereof by Contractor, City may cancel this contract by giving 30 days' notice in writing to Contractor. Said notice shall be sufficient if it is mailed to Contractor at his last known address.

4. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

5. ACCEPTED in all things by the undersigned contractor this 28th day of April, 1960.

ALVARADO BROTHERS GARAGE CONTRACTOR

by: /s/ Jesse C. Alvarado

AN ORDINANCE 28, 445

APPROPRIATING \$300.00 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES) FOR MISCELLANEOUS EXPENSES CONTINGENCIES ON SEWER PROJECTS NO. S-20.

* * * * *

WHEREAS, the original appropriation for miscellaneous expenses contingencies in the amount of \$1,100.00 on Sanitary Sewer Bond Projects No. S-19 and No. S-20 is insufficient to cover certain title costs and land appraisal charges for the procurement of right-of-way and easements for said projects; NOW, THEREFORE,

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

1. The sum of \$300.00 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) for miscellaneous expenses contingencies on Sewer Bond Projects No. S-19 and No. S-20.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 446

APPROPRIATING AN ADDITIONAL \$120.00 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES), PAYABLE TO PRESTRESSING, INC., FOR ADDITIONAL EXPENSES IN THE BANDING OF DIGESTER COVERS AT THE SEWAGE TREATMENT PLANT.

* * * * *

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

1. The sum of \$120.00 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series), payable to Prestressing, Inc., to cover additional expenses in the banding of six (6) digester covers at the Sewage Treatment Plant.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 447

APPROPRIATING \$47,983.69 OUT OF SANITARY SEWER BOND FUND NO. 479-14, PAYABLE TO IRVING SELIGMANN, FOR ENGINEERING SERVICES IN CONNECTION WITH SEWER PROJECT NO. S-6 AND SEWAGE TREATMENT PLANT EXPANSIONS; AND APPROPRIATING \$9,379.00 OUT OF SAID SAME FUND FOR MISCELLANEOUS CONTINGENCIES.

* * * * *

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

1. The following sums are hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 in connection with Sewer Project No. S-6 and Sewage Treatment Plant expansions:

- a. \$47,983.69 payable to Irving Seligmann for engineering services;
- b. \$9,379.00 for miscellaneous contingencies.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 448

ACCEPTING THE LOW BID OF COLGLAZIER CONSTRUCTION COMPANY, IN THE AMOUNT OF \$47,449.40, FOR PARTICIPATION PAVING PROJECT NO. 35; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING THE SUM OF \$47,449.40 OUT OF FUND NO. 479-11, PARTICIPATION PAVING BOND FUND, PAYABLE TO COLGLAZIER CONSTRUCTION COMPANY FOR SAID WORK,

* * * * *

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

1. The low bid of Colglazier Construction Company, in the amount of \$47,449.40, for Participation Paving Project No. 36, covering reconstruction of the following streets: Robin Rest, from Urban Crest to Dove Haven Lane; Albin Drive, from Pike to Brookside Land; Dove Haven Land, from Robin Rest Drive to Larkwood; Pike Road, from 510.8' north of centerline of Larkwood to 314.8' south of centerline of Larkwood; and Vandiver Road, from Urban Crest to 162.51' south of centerline of Northridge, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with Colglazier Construction Company for the work of the project outlined in Paragraph 1 above.

3. The Director of Finance is hereby authorized to transfer the sum of \$20,589.28 out of Street Participation Deposit Fund No. 740 to the Street Participation Paving Bond Fund No. 479-11, in connection with this project.

4. The sum of \$47,449.40 is hereby appropriated out of Fund No. 479-11, Participation Paving Bond fund, payable to Colglazier Construction Company, for the work of the contract authorized in Paragraph 2 above.

5. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 449

APPROPRIATING \$1,100.00 OUT OF ACCOUNT NO. 479-01 STREET IMPROVEMENT BOND FUND, PAYABLE TO JOE S. GREGORY, 402 CHICAGO, IN PAYMENT FOR THE RECONSTRUCTION OF CERTAIN DRIVEWAY APPROACHES AT 402 CHICAGO AND 349 HALLIDAY IN CONNECTION WITH THE HACKBERRY STREET PROJECT.

* * * * *

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

1. The sum of \$1,100.00 is hereby appropriated out of No. 479-01 Street Improvement Bond Fund, payable to Joe S. Gregory, 402 Chicago, for the reconstruction of certain driveway approaches at 402 Chicago and 349 Halliday in connection with the Hackberry project.

2. This sum is payable to Joe S. Gregory for the relinquishment of his right of ingress and egress by means of a driveway approach on Hackberry Street.

3. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 450 ✓

AMENDING SECTION 60-74 OF THE CITY CODE, "STREETS WHERE PARKING PROHIBITED," BY INCLUDING THE WEST SIDE OF COLUMBUS STREET BETWEEN WEST TRAVIS STREET AND WEST MARTIN STREET, AND AMENDING SECTION 60-75, "STREETS WHERE PARKING PROHIBITED AT CERTAIN PERIODS," TO INCLUDE A PORTION OF NORTH ALAMO STREET.

* * * * *

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

1. Section 60-74 of the City Code, entitled "Streets where parking prohibited," is hereby amended to include the west side of Columbus Street between West Travis Street and West Martin Street whereon parking is at all times prohibited.

2. Section 60-75 of the City Code, entitled "Streets where parking prohibited at certain periods," is hereby amended by including the West side of the 100 block of North Alamo Street whereon parking is prohibited between the hours of 4:00 P.M. and 6:00 P.M.

3. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 451 ✓

AMENDING SECTION 60-75 OF THE CITY CODE, "STREETS WHERE PARKING PROHIBITED AT CERTAIN PERIODS", BY INCLUDING A PORTION OF MAIN PLAZA; AND, AMENDING PARAGRAPH (A) OF SECTION 60-80 TO ALLOW 30-MINUTE PARKING METER INSTALLATION AT SAID SAME PORTION OF MAIN PLAZA.

* * * * *

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

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

<u>STREET</u>	<u>SIDE WHERE PARKING PROHIBITED</u>	<u>PROHIBITED PERIOD</u>
Island North of Main Plaza	South Side of Island	4:00 P.M. - 6:00 P.M.

2. Paragraph (A) of Section 60-80, which authorizes the installation of 30-minute parking meters at certain designated locations is hereby amended to include therein the following described location:

The South Side of the Island located North of Main Plaza.

3. All other provisions of Sections 60-75 and 60-80 are to remain in full force and effect.

4. PASSED AND APPROVED this 28th day of April, A. D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 452

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT, CENTRAL SECTION EXPRESSWAY PROJECT, 87 NORTHWEST EXPRESSWAY PROJECT AND STORM DRAINAGE PROJECT 35-D-1.

* * * * *

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

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

PHOTO RESEARCH
215 Gunter Building
San Antonio 5, Texas.the sum of- \$ 16.10
for services and photos of certain houses,
Parcel 2546.

THE FOX COMPANY
1734 Broadway
San Antonio, Texas.the sum of \$ 12.65
for rush enlargement of photos for condemna-
tion case, Parcel 2546.

WILLIS A. PORTER
814 Hildebrand
San Antonio, Texas.the sum of- \$ 350.00
for pre-trial conferences and preparation in
support of Eminent Domain Proceedings, Parcel 2546.

PHOTO RESEARCH
215 Gunter Building
San Antonio 5, Texas.the sum of \$ 18.00
for photos for condemnation case, Parcel 2546.

WILLIAM M. WENTWORTH
619 Clower
San Antonio 12, Texas.the sum of- \$ 100.00
for services of rendering reproduction costs,
Parcel 2562.

WILLIAM M. WENTWORTH
619 Clower
San Antonio 12, Texas.the sum of- \$ 100.00
for services of rendering reproduction costs,
Parcel 2546.

FERGUSON MAP COMPANY
112 Dwyer Avenue
San Antonio 5, Texas.the sum of- \$ 15.75
for Special City Finder Map & Flags, used in
connection with condemnation case, Parcel 2546.

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

PROFESSIONAL INVESTIGATORS

Transit Tower
San Antonio 5, Texas.the sum of- \$ 25.00
for services of checking ownership of building, Parcel 59.

3. The following sum is hereby appropriated out of Expressway and street Improvement Bond, Series, 1955, Section "A", #478-01, 87 Northwest Expressway, in payment for statements attached hereto:

R. E. HENDRICKSON (Court Reporter)
Bexar County Court House
San Antonio 5, Texas.the sum of- \$ 10.00
for excerpts of testimony in Case #50069, Parcel 2499I.

4. The following sums are hereby appropriated out of Storm Sewer and Drainage Project 35-D-1, in payment for statements attached hereto:

FORREST A. BENNETT, Attorney at Law
Milam Building
San Antonio 5, Texas.the sum of- \$ 75.00
for services as Commissioner, Parcel 3573.

STERLING BURKE, Realtor
120 Gillespie
San Antonio 5, Texas.the sum of- \$ 75.00
for services as Commissioner, Parcel 3573.

ALEX FRASER, Attorney at Law
Gunter Building
San Antonio 5, Texas.the sum of- \$ 75.00
for services as Commissioner, Parcel 3573.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas.the sum of- \$ 15.00
cancellation fee, title policy not necessary, Parcel 3571.

5. PASSED AND APPROVED this 28th day of April, A.D., 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 453

AMENDING ORDINANCE NO. 28377, PASSED AND APPROVED MARCH 24, 1960, TO APPROPRIATE TWO \$125.00 PAYMENTS FOR APPRAISALS BY C. RAY DAVIS OF PARCELS 2573 AND 2574 FROM FUND NO. 803-01, FEDERAL AIRPORT AID PROJECT NO. 9-41-080-5608, INSTEAD OF FUND NO. 803-02, FEDERAL AIRPORT AID PROJECT NO. 9-41-080-5709, AS THE ORDINANCE ORIGINALLY STATED.

* * * * *

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

1. Paragraph 1 of Ordinance No. 28377, passed March 24, 1960, is amended by deleting the following sub-paragraphs therefrom:

"C. RAY DAVIS, M.A.I., S. R. A.
725 West Kings Highway
San Antonio 1, Texas.the sum of \$125.00
for services as appraiser
on Parcel 2574.

"C. RAY DAVIS, M.A.I., S.R.A.
725 West Kings Highway
San Antonio 1, Texas.the sum of \$125.00
for services as appraiser
on Parcel 2573.

2. Paragraph 6 of Ordinance No. 28377, passed March 24, 1960, is hereby amended to read as follows:

"6. The following sums are hereby appropriated out of International Airport Bond and Construction Fund No. 803-01, Federal Airport Aid Project No. 9-41-080-5608, in payment for statements attached hereto:

C. RAY DAVIS, M.A.I., S.R.A.
725 West Kings Highway
San Antonio 1, Texas.the sum of- \$125.00
for services as appraiser on Parcel 2574.

C. RAY DAVIS, M.A.I., S.R.A.
725 West Kings Highway
San Antonio 1, Texas.the sum of- \$125.00
for services as appraiser on Parcel 2573.

3. A new paragraph 7 is added to read as follows:

"7. PASSED AND APPROVED this 24th day of March. A.D., 1960.

4. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 454

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TRIM-AIRE CORPORATION FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT.

* * * * *

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

- 1. The City Manager is hereby authorized to execute a contract with Trim-Aire Corporation for the lease of certain premises at International Airport.
- 2. The Lease Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

THIS AGREEMENT, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and TRIM AIRE, INC., a corporation incorporated under the laws of the State of Texas, (hereinafter called "Lessee"), with its principal office and place of business at International Airport, San Antonio, Bexar 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 (hereafter called "Airport"), San Antonio, Bexar County, Texas:

Parcel "A"

From a railroad spike located at the intersection of the centerlines of South Terminal Drive and East Terminal Drive, proceed with the centerline of South Terminal Drive, S 87° 50' W, 19.2' to a point; thence S 3° 10' E, 122.6 to the point of beginning;

- THENCE S 3° 10' E, 110.0' to a corner;
- THENCE N 86° 50' E, 105.0' to a corner;
- THENCE S 3° 10' E, 200.0' to a corner;
- THENCE S 41° 50' W, 70.71' to a corner;
- THENCE S 86° 50' W, 100.0' to a corner;
- THENCE N 3° 10' W, 360.0' to a corner;
- THENCE N 86° 50' E, 45.0' to the point of beginning, the whole containing 41,200 square feet.

Parcel "B"

From a railroad spike located at the intersection of the centerlines of South Terminal

and East Terminal Drive, proceed with the centerline of East Terminal Drive S 3° 10' E, 690.0' to a point; thence S 86° 50' W, 380.5' to the point of beginning;

THENCE S 3° 10' E, 293.0' to a corner;
 THENCE S 86° 50' W, 260.0' to a corner;
 THENCE N 3° 10' W, 293.0' to a corner;
 THENCE N 86° 50' E, 260.0' to the point of beginning the whole containing 76,180 square feet.

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

2. The lessee shall have an option to lease Parcel "C" as set forth on Exhibit 1, hereinafter described to-wit:

Parcel "C"

From a railroad spike located at the intersection of the centerlines of South Terminal Drive and East Terminal Drive, proceed with the centerline of East Terminal Drive S 3° 10' E, 690.0' to a point; thence S 86° 50' W, 145.5' to the point of beginning;

THENCE S 3° 10' E, 293.0' to a corner;
 THENCE S 86° 50' W, 235.0' to a corner, also being a corner of Parcel "B";
 THENCE N 3° 10' W, 293.0' to a corner, also being a corner of Parcel "B";
 THENCE N 86° 50' E, 235.0' to the point of beginning, the whole containing 68,855 square feet.

which may be exercised at any time during the life of this lease, except as provided in paragraph 4 hereafter. Said option is to be exercised upon like terms and conditions as herein set out and for the rentals prescribed in Paragraph 4 hereof. Provided, however, that at any time before said option on Parcel "C" is taken up by the Lessee, the Lessor herein by exhibiting to the Lessee a confidential proposal, or proposals, to lease said parcel and parcels thereof, together with a performance bond conditioned upon a time certain within which to execute said lease and to develop said property, shall require the Lessee to elect whether to exercise its option herein, provided further, that the Lessee shall first have a right to exercise its option upon said parcel of land like terms and conditions as set forth in said proposal, (or most satisfactory proposal to Lessor if more than one) or upon terms and conditions set forth in this lease; provided further, that the Lessee shall have a period of twenty (20) days from the date of such notice setting forth the conditions of such proposal as aforesaid within which to take up said option on like terms as aforesaid.

3. This lease is for a term of twenty-five (25) years, commencing on the 1st day of January, 1960, and ending on the 31st day of December, 1984.

4. For Parcels "A" and "B" shown on Exhibit 1 and containing a total of 117,380 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessor, except that the initial three (3) month's rental shall be at a rate of \$0.01 per square foot per year.

For the option to lease Parcel "C" shown on Exhibit 1 and containing 68,855 square feet, a rental of \$0.01 per square foot per year shall be paid by Lessee to Lessor only in the event that the Instrument Landing System on nearby Runway 3-21 is decommissioned; provided further that said option may not be exercised unless and unless said event occurs. In any event, however, said option rental shall be paid by Lessee to Lessor for that portion of Parcel "C" which is no closer than 750 feet from the extended centerline of Runway 3-21 commencing with the effective date of this lease agreement. Said portion of Parcel "C" is hereby agreed to consist of 21,459 square feet for all practical purposes. Further, if at any time Lessee should pave or improve any part of said portion of Parcel "C" prior to exercising the option hereunder, the rental for said portion of Parcel "C" shall then be \$0.04 per square foot per year. Also, in the event that Lessee exercises his option on Parcel "C" as provided above, the rental for the entirety of Parcel "C" shall be \$0.04 per square foot per year.

5. The rentals above provided for shall be paid monthly in advance on the first day of each and every month beginning with the first day of January, 1960.

6. For the next twelve (12) months following each anniversary of this lease, the fixed annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve (12) 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 of said adjustment shall be as follows:

The initial annual rental set forth in paragraph 4 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) 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 161.8, being for figures prior to and including July, 1959; the similar average for indices for Wholesale Prices - All Commodities is 119.4, being for figures prior to and including August, 1959; the common average for the two averages above is 140.6. All calculations to determine increases or decreases shall use this common average as their base.

7. Effective on the day all other similar aviation commercial tenants on the Airport are so charged, this Lessee or its sub-lessees shall pay each year to the Lessor as an additional annual rental, the following percentage of all applicable gross receipts from all commercial operations conducted, on, in, or from the demised premises:

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

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

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

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

8. As a part of the pecuniary consideration herefor and in lieu of any direct assessment of landing fees for common use of public Airport facilities, Lessee agrees to pay a fuel flowage fee for each gallon of aviation fuel delivered into or purchased for delivery into Lessee's aircraft on said Airport in an amount equal to that levied on all other similar public Airport facility users from time to time by Lessor. This Lessee agrees to purchase on said Airport all his requirements of aviation fuels as are reasonably convenient. In the event this lessee acquires aviation fuel for the servicing of his aircraft on the Airport from a supplier not located on said Airport, the Lessee agrees to pay directly to the Lessor the flowage fee therefor and further agrees to furnish such fuel purchase reports as may be required by the Lessor from time to time. All fuel vendors or Lessees purchasing fuel for their own use on said Airport will be required to pay the established flowage fee on each gallon of aviation fuel purchased.

In the event Lessee elects to undertake the sale of aircraft fuels as provided under paragraph 11-A, hereinafter, the aforesaid fuel flowage fee shall be based on the bulk fuel delivered to Lessee for sale to others on the Airport, or for Lessee's own use. The aforesaid flowage fees shall be due on the first day of the month succeeding that in which the aircraft fuels are received and shall be delinquent if unpaid before the fifteenth day of each month. The Lessee and its tenants and sub-lessees agree to keep accurate books, records, and accounts of the purchase and sale of aircraft fuel delivered to it on the Airport premises and sold to various customers by the Lessee

and its tenants and sublessees. Lessee further agrees that it and its tenants and sublessees shall furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises. As a condition to Lessee vending fuel, the Lessor requires and Lessee hereby agrees, to collect from non-scheduled and irregular users of said Airport, either a fuel flowage fee or a landing fee all as established and prescribed by Lessor. Lessee shall be entitled to receive and Lessor agrees to pay to Lessee 20% of such fees for the collection service so rendered provided further that this percentage fee does not apply to fuel flowage fees. Lessee shall maintain such records, forms and accounts with respect to landing fee collections as are prescribed by Lessor from time to time.

9. Prior to commencing construction of Lessee's proposed building on Parcel "A", Lessee agrees to construct and complete at this own expense an additional paved area at the far edge of the common taxiway south of Parcel "A". The area to be paved shall consist, as a minimum, of that shown on Exhibit 1 hereof. The details and quality of construction shall be equal to or better than those of the existing taxiway as originally put in place.

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

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

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

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

11. Lessee expressly covenants and agrees as follows:

A. Lessee will not engage in the sale of aircraft fuels until a minimum of 12,000 square feet of aircraft hangar space has been constructed on the premises leased herein.

B. No building or structure of any kind shall be constructed or placed on Parcel "A" any closer to the boundary lines of said Parcel than indicated on Exhibit "1". Further, no building or structure "C" shall be constructed or placed on Parcel "B" or Parcel "C" (if and when the option on said Parcel is exercised) closer than fifty (50) feet to the boundary lines of said Parcels. All improvements constructed by Lessee shall comply with all ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, will mow grass and weeds, and will not allow 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 prior 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, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written consent of Lessor.

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000.00 for one person and \$25,000.00 for two or more persons and in addition thereto to carry a minimum of \$50,000.00 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

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

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental Service
- (4) Food sales
- (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 Bldg.

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

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Five Thousand Dollars (\$5,000), conditioned on the faithful performance of all conditions and covenants of this lease.

O. Lessee will at all times furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a fair and equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale 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 or other termination of this lease, all building, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damages, if any, resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that Lessor, may, at its option, upon termination of this lease take title to such improvements in lieu of having them removed by or for Lessee.

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

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

S. Lessee agrees at his own expense to make all alterations, changes and relocations of existing underground utilities and cables as may be required by the City of San Antonio, City Public Service Board, City Water Board, and Federal Aviation Agency, precedent to the construction of any buildings on the leased premises.

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

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

13. 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.

14. 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.

15. 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 Internatinnal Airport, San Antonio, Texas.

EXECUTED this ____ day of _____, 1960.

CITY OF SAN ANTONIO Lessor
BY _____

TRIM AIRE CORP. Lessee
By Gerald A. Trimble, Jr.
Vice President

ATTEST: J. Frank Gallagher
 City Clerk

AN ORDINANCE 28, 455

APPROPRIATING \$1,062.00 PAYABLE TO T. & N. O. RAILROAD
AND \$2,235.00 PAYABLE TO WESTERN UNION TELEGRAPH COMPANY,
OUT OF STREET IMPROVEMENT BOND FUND NO. 479-10 IN CON-
NECTION WITH THE WIDENING OF PROBANDT. STREET.

* * * * *

WHEREAS, The widening of Probandt Street at Simpson has been approved by the City Council and the Highway Department in order to privde left turn lanes; and

WHEREAS, said widening requires certain changes in the property of the T. & N. O. Railroad and the Western Union Telegraph Company; NOW, THEREFORE,

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

1. The following sums are hereby appropriated out of Street Improvement Bond Fund No. 479-10:

- (a) \$1,062.00 payable to the T. & N. O. Railroad; and
- (b) \$2,235.00 payable to Western Union Telegraph Company.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 456

AUTHORIZING ADDITIONAL PAYMENT OF \$73.50 TO CLAUDE ANIOL & ASSOCIATES FOR ADVERTISEMENT WHICH APPEARED IN FT. WORTH STAR-TELEGRAM ON APRIL 2, 1960.

* * * * *

WHEREAS, Claude Aniol & Associates inadvertently supplied the Civic Advertising Department with the incorrect rate figure of \$58.80 for the municipal ad carried on April 2, 1960, in the Ft. Worth STAR TELEGRAM; the correct amount being \$132.30; leaving a balance outstanding of \$73.50; NOW, THEREFORE,

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

1. The sum of \$73.50 is hereby authorized to be paid to Claude Aniol & Associates out of the Tourist Division Account (19-02-01), (2-62), Civic Advertising 1959-60 general fund as additional payment for the aforementioned municipal advertising.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 457

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BEXAR METROPOLITAN WATER DISTRICT RELATING TO THE COLLECTION BY SAID DISTRICT OF SEWER CHARGES IMPOSED BY THE CITY OF SAN ANTONIO.

* * * * *

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

1. The Mayor is hereby authorized to execute a contract between the City of San Antonio and Bexar Metropolitan Water District relating to the collection by said District from its customers within the city limits of sewer charges prescribed by ordinance of the City of San Antonio.

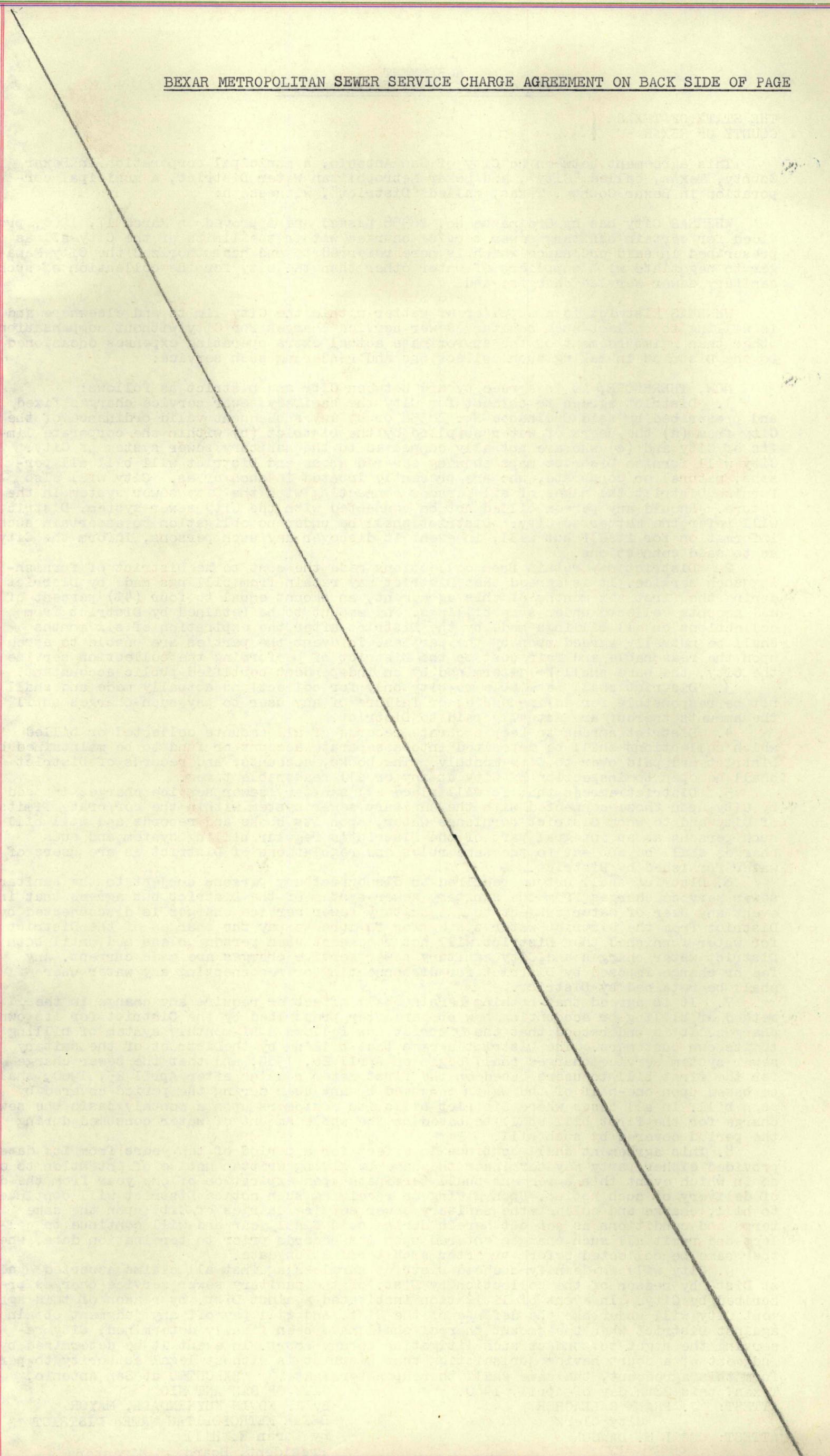
2. A copy of said contract is attached hereto, marked Exhibit "A", incorporated herein by reference.

3. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
city Clerk

BEXAR METROPOLITAN SEWER SERVICE CHARGE AGREEMENT ON BACK SIDE OF PAGE



AGREEMENT
FOR COLLECTION OF SEWER CHARGES

THE STATE OF TEXAS }
COUNTY OF BEXAR }

This agreement between the City of San Antonio, a municipal corporation in Bexar County, Texas, called "City", and Bexar Metropolitan Water District, a municipal corporation in Bexar County, Texas, called "District", witnesseth:

WHEREAS City has by Ordinance No. 28358 passed and approved on March 17, 1960, provided for certain sanitary sewer service charges within the limits of the City all as prescribed in said ordinance which is here referred to and has authorized the City Manager to negotiate with suppliers of water other than the City for the collection of such sanitary sewer service charges; and

WHEREAS District is a supplier of watter within the City limits and elsewhere and is willing to collect such sanitary sewer service charges for City without compensation other than reimbursement of the approximate actual extra operating expenses occasioned to the District in making such collections and rendering such service:

NOW, THEREFORE, it is agreed by and between City and District as follows:

1. District agrees to collect for City the sanitary sewer service charges fixed and prescribed by said Ordinance No. 28358 or by any subsequent valid ordinance of the City from (a) the users of water supplied by the District (b) within the corporate limits of City and (c) who are actually connected to the sanitary sewer system of City. City will furnish District maps showing sewered areas and District will bill all persons, natural or corporate, who are presently located in such areas. City will also furnish District the names of all persons connecting with the City sewer system in the future. Should any person billed not be connected with the City sewer system, District will refer the matter to City. District shall be under no obligation to ascertain such information for itself but will, in event it discover any such persons, inform the City as to said connections.

2. District may retain from collections made the cost to the District of furnishing such service. It is agreed that District may retain from billings made by District during the first six months of this agreement, an amount equal to four (4%) percent of all amounts collected under such billings. The amount to be retained by District from collections on all billings made by the District after the expiration of six months shall be mutually agreed upon by the parties. In event the parties are unable to agree upon the reasonable and fair cost to the District of performing the collection service for the City, the same shall be determined by an independent certified public accountant.

3. District shall be liable to City only for collections actually made and shall not be responsible for delinquencies or failure of any user to pay such charges until the amounts thereof are actually paid to District.

4. District agrees to keep accurate records of all amounts collected or billed which collections shall be deposited into a separate account or fund to be maintained by District and paid over to City monthly. The books, accounts, and records of District shall be open to inspection by City at any or all reasonable times.

5. District agrees that it will place all sanitary sewer service charges imposed by City upon those connected with the sanitary sewer system within the corporate limits of City and to whom District furnishes water, upon its books and records and will bill such persons as an integral part of the District's regular billing system and such charges shall be subject to the same rules and regulations of District as are users of water furnished by District.

6. District shall not be required to disconnect any persons subject to the sanitary sewer service charges from the sanitary sewer system of the District but agrees that in event any user of water subject to the sanitary sewer service charges is disconnected by District from the District water system for failure to pay the charges of the District for water furnished then District will not reconnect such person unless and until both District water charges and City sanitary sewer service charges are made current. Any fee or charge imposed by District for disconnecting or reconnecting any water user shall be retained by District.

7. It is agreed that nothing herein shall affect or require any change in the method of billing or accounting now or hereafter prescribed by the District for its own charges. It is understood that the District now follows a bi-monthly system of billing to its own customers. The District agrees that billing by the District of the sanitary sewer system service charges shall begin on April 26, 1960, and that the sewer charge for the first bill to users based on the first meter reading after April 25, 1960, shall be based upon one-half of the water consumed by any user during the period covered by such bill. In all cases where District bills its customers upon a monthly basis the sewer charge for the first bill shall be based on the whole amount of water consumed during the period covered by such bill.

8. This agreement shall continue in effect for a period of ten years from its date, provided either party may terminate the same by giving written notice of intention to do so in which event this agreement shall terminate upon expiration of one year from the date of delivery of such notice. Upon giving or receiving such notice District will continue to bill, charge and collect the sanitary sewer service charges of City upon the same terms and conditions as set out herein during said final year and will continue to collect and remit all such charges entered upon its records prior to termination date, whether same be collected before or after such termination date.

9. City will indemnify and hold District harmless against all claims asserted against Dist. by reason of the collection by Dist. of the sanitary sewer service charges prescribed by City. In event of litigation instituted against Dist. by reason of this agreement City will undertake the defense of the Dist. and will pay off any judgment obtained against District when the amount thereof shall have been finally determined, City reserving the right to conduct such litigation in any court. In event it be determined by judgment of a court having jurisdiction that District is without legal authority to perform this agreement, the same shall thereupon terminate.

ATTEST: J. FRANK GALLAGHER
City Clerk

ATTEST: CECIL M. DAWSON
Secretary

EXECUTED at San Antonio,
CITY OF SAN ANTONIO
By J. EDWIN KUYKENDALL, MAYOR
BEXAR METROPOLITAN WATER DISTRICT
By Loran W. Hill
President, Board of Directors

✓

AN ORDINANCE 28,458

AMENDING SECTION 42-32 OF THE CITY CODE, BEING A PART OF THE CITY ZONING ORDINANCE, TO PERMIT NEW AND USED CAR LOTS IN THE F, G & H LOCAL RETAIL DISTRICT UNDER CERTAIN CONDITIONS.

* * * * *

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

1. Section 42-32 of the City Code entitled F, G & H Local Retail District is hereby amended by the addition of the following paragraph numbered 9A:

(9A) New and Used Car Lots shall be permitted provided that there be no dismantling of vehicles or garage work. Vehicles shall be in operating condition, currently State Inspected, and provided further, that vehicles be within building setback lines of said property and subject to the other provisions of this Ordinance.

Where a new or used business abuts a residence district being used for residential purposes, then a 6' high fence, constructed in such a manner as to provide a visual barrier, shall be required between the residential property and said new or used car business.

2. PASSED AND APPROVED this 28th day of April, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE ^{28,459}₄₅₉

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. 1268)

The rezoning and reclassification of property from "D" Apartment and "F" Local Retail Districts to "J" Commercial District as follows:

Lot 15, NCB 10853

Also from "D" Apartment District to "F" Local Retail District that portion of Lot 16, NCB 10853 not previously zoned "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 5th day of May, 1960 A.D.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher
City Clerk