

AN ORDINANCE 22,176

AUTHORIZING THE CITY MANAGER TO ACCEPT A RELEASE ON AND CANCEL A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND ALAMO AIRLINE SERVICES, INC., WHICH LEASED CERTAIN PROPERTY BELONGING TO THE CITY OF SAN ANTONIO, LOCATED AT THE INTERNATIONAL AIRPORT, FOR HANGAR AND STORAGE SPACE

WHEREAS, on the 13th day of August, A. D. 1953, the City Council of the City of San Antonio enacted Ordinance Number 19448 making a lease between the City of San Antonio and Alamo Airline Services, Inc., for certain hangar and storage space at the International Airport, which ordinance requires that the lessee obtain the consent of the lessor, in writing, prior to any transfer or sale of said lease, and

WHEREAS, Mr. Jack C. Neal, sole owner of Alamo Airline Services, Inc., has requested that the City approve the sale and transfer of said lease-hold interest to Mr. Joseph H. Frost, Jr., and Mr. Robert M. Brown, doing business as Commander Sales Company, said request being attached hereto and made a part hereof; and

WHEREAS, Mr. Joseph H. Frost, Jr., and Mr. Robert M. Brown, partners in Commander Sales Company, have considerable experience in the field of aviation, and are presently operating a successful aircraft sales and service organization at the San Antonio International Airport, which renders a valuable service to the public, and have petitioned the City of San Antonio for an assignment of said lease, NOW, THEREFORE:

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

- 1. That the City Manager be and is hereby authorized to accept a release from Alamo Airline Services, Inc., concerning the above stated lease-hold interest and to cancel and terminate the aforesaid lease between the City of San Antonio and Alamo Airline Services, Inc.,
- 2. The release is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,177

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND COMMANDER SALES COMPANY FOR HANGAR SPACE AT INTERNATIONAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Joseph H. Frost, Jr., and Robert M. Brown, doing business as Commander Sales Company.

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term of three years, beginning January 1, 1956, and ending December 31, 1958, the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

- 3.

19,135.0 sq. ft. hangar space in Hgr. #3 @ 4¢ per sq. ft.	\$ 765.40 per month
456.8 sq. ft. shop & storage space in Hgr. #3 @ 4¢ per sq. ft.	18.27 per month
130.0 sq. ft. office space in Hgr. #3 @ 8¢ per sq. ft.	10.40 per month
305.0 sq. ft. office space in Hgr. #3 @ 8¢ per sq. ft.	24.40 per month
28,520.0 sq. ft. (approx.) hgr. space in hgrs T-12 T-34 and T-44, this comprising the entire floor space in said hgrs at	800.00 per month

 said space to be used for storage, servicing, overhaul, repair, and sales of aircraft, aircraft parts and accessories and aircraft engines and accessories, sale of aviation gasoline, oils and other petroleum products and the operation of a flying school and charter service.

4. The amount of the rent for this property is \$1,618.47 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$1618.47 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

- (a. The Lessee shall pay to the Lessor 2 (two) cents per gallon of gasoline sold or used by the Lessee in the preceding month, on the tenth of each month following the sale during the term of this lease.
- (b. The Lessee shall pay to the Lessor 20% of all funds derived from parking and/or "tying down" or anchoring aircraft with ropes blocks or other methods to the aircraft aprons, ramps or parking areas designated for his use by the Director of Aviation. Lessee does hereby agree to abide by the schedule of minimum charges for "tie down of aircraft" as published by the Director of Aviation.

All fees, taxes, dues or percentages of sales will be collected in accordance with City Ordinances now in effect or imposed or enacted by the City during the term of this lease. However, in the event any such ordinances or charge schedules shall be enacted or shall become initially effective subsequent to the date of this lease and the same shall have

the effect of increasing the total rentals or other charges payable by Lessee hereunder, then Lessee may at his option, at any time within thirty days after notice of such increase is received by him from Lessor in writing (which notice Lessor shall give forthwith as a condition to binding Lessee for such increase) elect to terminate this lease, as of the first day of the first month following Lessee's election to do so, whereupon all obligations thereafter accruing as against Lessee hereunder shall cease and this shall wholly terminate as to both lessee and Lessor as of such letter date.

5. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination hereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.

6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Director of Aviation of the City of San Antonio, and that all employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only restrooms and/or utility facilities designated for the Lessee and his employees. In this connection, it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.

7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the Code of the City of San Antonio and/or the City Fire Marshall.

8. The prices charged for things sold shall at all times be reasonable and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

9. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of those public utilities.

10. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order, and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.

11. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

12. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire. If in case the premises or any part thereof shall during the term of this lease be destroyed or damaged by fire, the elements, inevitable accident or circumstances beyond Lessee's control so that the same shall be thereby rendered unfit for use and habitation, then and in such case the rent hereinbefore reserved, or a just and proportionate part thereof according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use by Lessor, and Lessor shall forthwith cause such premises to be so restored, or, at Lessor's option, in event of total or substantial damage, it may elect to wholly terminate this lease.

13. The Lessee shall promptly execute and fulfill all of the ordinances of the City corporation and State and Federal Statutes and all rules and regulations imposed by the Director of Aviation applicable to said premises and business conducted therein; and all orders and requirements imposed by the Board of Health, Sanitary, Fire and Police Departments, for the correction, prevention and abatement of nuisances, in, upon, or connected with said lease, at his own expense.

14. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agents or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain for the account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property belonging to the Lessee which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

15. Lessee shall hold and save the City harmless from any or all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the acts of Lessee, its agents or employees, in the exercise by Lessee of any and all rights, franchise or license granted hereunder; whether such claim results from the negligence of the Lessee or not. In this connection, it is understood and agreed that the Lessee will obtain suitable and appropriate Public Liability and Property Damage insurance.

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

17. To secure the payments of rentals herein, Lessee grants unto Lessor a contract lien on all fixtures that are or may be installed by it on said premises, which lien shall be cumulative of all rights of a landlord under the statutes of the State of Texas, and shall not operate as a waiver of same.

18. Lessor reserves the right to approve all advertising matter of Lessee displayed on the leased premises, or in connection therewith.

19. Lessee agrees that it will not assign this lease nor sublet, and will not transfer or sell or in any way convey to any person, firm or corporation, the whole or any part of said lease, without first having obtained consent of Lessor in writing.

20. The Lessee acknowledges that he has examined the premises, appurtenances and all fixtures and property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and are in good condition with the exception as noted in attached Exhibit "B".

21. Lessee agrees to permit the City of San Antonio and its agents at all times to enter upon the demised premises to view the condition of the premises and buildings.

22. The Lessee does hereby agree to pay to the Lessor the prevailing dues, fees, taxes, or percentages of sales as imposed by ordinance of the City of San Antonio for the privilege of operating on the leased premises during the term of this contract of lease.

23. Lessee agrees to keep and perform all terms, covenants and conditions imposed upon it during the term of lease with the City. Upon notice from the City of San Antonio in writing of the violation of any term, condition, or covenant required to be kept by Lessee hereunder, Lessee shall immediately take and diligently pursue all necessary steps to remedy or cure such breach. Should Lessee neglect or fail to do so, or if its leasehold interest shall be taken on execution or other process of law, or if Lessee shall petition to be or be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then in any such case, the City of San Antonio or those having the City of San Antonio's estate in such premises, may immediately or at any time thereafter, and without further notice or demand, declare this lease to be forfeited, and may enter into and upon the said premises, or any part thereof, and repossess the same and expel Lessee and those claiming under Lessee, and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears or rent or preceding breach of covenant, and upon entry, as aforesaid, this lease shall be determined. Lessee covenants and agrees that upon the retaking of possession and the termination of this lease by the City of San Antonio, all obligations of Lessee for the remainder of the original term shall cease; provided, however, that Lessee shall continue liable to the City of San Antonio for any act or omission done or omitted prior to the termination of this lease and the retaking of possession of the premises by the City of San Antonio.

24. In event the operation of the Airport upon which the leased premises are located, shall be abandoned or suspended for any reason, or altered so that the same shall no longer be operated as a general public Airport, or in event of restriction, regulations or ordinances substantially restricting or preventing the operation of privately owned aircraft from the leased premises, then lessee may upon written notice delivered to the City Clerk of the City of San Antonio, at the City Hall, terminate this lease and all further obligations of Lessee thereunder thirty days after receipt of such notice by the City Clerk it being understood by the parties hereto that the continued operation of the Lessee's business on the leased premises, in the same, or substantially the same manner as now, is of the essence of this lease.

25. This lease and all provisions thereof shall be subject and subordinate to all the terms and conditions of the instruments and documents under which the Lessor acquired said leased property from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

26. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

27. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport, and all publicly owned facilities of the airport together with the right to direct and control all activities of the lessee in this regard.

28. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

29. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the development of the airport.

30. During time of war or national emergency, the Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval 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.

31. If any of the provisions of this lease or the application thereof to any person or persons or circumstances is held invalid, such invalidity shall not effect other provisions or applications of this lease which can be given effect without the valid provision or application, and to this end the provisions of this lease are declared to be severable.

32. This instrument constitutes the entire contract and agreement between the parties hereto; there being no other written or people 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.

33. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

34. ACCEPTED as the lease contract between the City of San Antonio and Commander Sales Company and dated this 20th day of January, A. D. 1956.

COMMANDER SALES CO.

By: /s/ J. H. Frost, Jr.
/s/ Robert M. Brown

AN ORDINANCE 22,178

GRANTING THE PETITION OF THE TRUSTEES OF GRACE
METHODIST CHURCH FOR EXEMPTION FROM CITY TAXES
ON PROPERTY LOCATED IN NCB 10636

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

1. That the property owned by the Trustees of Grace Methodist Church, the same being Lot 7, Block 2, NCB 10636, 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, 1955 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.

2. The original petition of the above named organization, requesting tax exemption on the property involved is attached hereto and made a part hereof.

PASSED AND APPROVED on the 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,179

AUTHORIZING THE TAX ASSESSOR AND COLLECTOR TO
CORRECT CERTAIN MECHANICAL AND CLERICAL ERRORS
IN ASSESSMENTS APPEARING ON THE CITY TAX ROLLS IN
ACCORDANCE WITH THE RECOMMENDATIONS OF THE TAX ERROR
BOARD OF REVIEW AND AUTHORIZING NECESSARY REFUNDS

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

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

That the Assessor and Collector of taxes is hereby authorized and directed to make the following corrections and adjustments pertaining to certain assessments appearing on the City Tax Rolls as detailed below. These corrections and adjustments are ordered for the individual reasons as listed herein, the City Attorney is authorized hereby to take legal action for collection of taxes in all instances where the same is necessary.

ASSESSMENTS

Name, Code No., Description of Prop. & Reason	On Roll	Corrected
Frank Aelvoet, Rt. 6, Box 467, Pt. of 8, (4.35 Ac.) NCB 10577, 1953, Code 5000. Double Assessed - this is a double assessment and same should be cancelled from the 1953 Re-Assessment Roll. This assessment was included in Code 4500 for 1953 and was paid on July 1, 1955.	1890	None

<p>Bilberto Aguirre, 902 S.W. 40th Street, W. 283.4 ft. of 1, Blk. 17, NCB 8991, 1953 and 1954, Code 0208. Double Assessed - in 1953 an over-charge of \$300.00 was made in the calculation of this property an Permit #674 which was issued July 30, 1953 in the amount of \$2,030.00 was also placed on the 1953 roll in error as this building did not exist as of June 1, 1953, therefore, the value of \$2,030. plus the \$300.00 error should be cancelled and in 1954, this building was charged twice. The 1955 Book has been corrected and also the 1956 book.</p>	4470 6500	2140 4170
<p>James F. Ashley, Rt. 10 Box 168, Tr. 14 (4 Ac.), NCB 11174, 1953 and 1954, Code 7000. Vacant - the improvement value for 1953 Re-Assessment and 1954 are in error and same should be cancelled as this is a vacant lot and the owner is requesting this correction.</p>	410	180
<p>B.J. Hat Company, Personal Property, 1952, Code 4706. Double Assessment - investigation revealed that the assessments numbered 4706 and 4707 are on the same personal property and it also showed that Account No. 4707 was paid on March 10, 1953, therefore, Account No. 4706 should be cancelled from the roll for 1952.</p>	720	None
<p>S. B. Baker, Personal Property, 1954, Code No. 4753 - 3000. Not in the San Antonio Independent School District this is not located in the San Antonio Independent School District and same should be cancelled from the 1954 Roll. This is in the Harlandale School District</p>	5000	None
<p>Henry De Cock, Rt. 9, Box 402, E. Pt. of 8, NCB 11379, 1953 and 1954, Code 0800. Board Correction did not reflect on the book "Assessment Sheet" - the improvement value for 1953 Re-Assessment and the 1954 are in error and same should be corrected. The 1954 Board of Equalization reduced the percentage good from 60% to 50% on the blue card and also on the red cards from 60% to 50% and 70% to 60% making a taxable of \$160 for 1953 and \$370 for 1954. This correction did not reflect on the books, therefore, the owner is requesting this correction.</p>	3120 3330	2960 2960
<p>Edward S. Davila, 26 to 29, Blk. 5, NCB 8539, 1950-1951-1952, Code 3920, House destroyed by fire - the improvement value of \$690 for the years 1950, 1951 and 1952 should be cancelled from the tax roll for the reason this house was destroyed by fire on November 5, 1949.</p>	810	120
<p>R. L. Davis, Rt. 12, Box 469 A, Lot 22, NCB 12101, 1953, Code 8000. The improvements did not exist - the above was inspected by Mr. J. D. Plumb on May 19, 1955 and according to his report, there were no improvements to charge for 1953, therefore, the improvement value of \$3900 should be cancelled for 1953 Re-Assessment.</p>	4260.	360.
<p>W. J. Dawson, Lots 12, 13 and 14 Blk. 6, NCB 11970, 1953 Code 2200-2400 and 2600. Paid July 28, 1954. Double Assessment - the above properties were paid on July 28, 1954 and this should not have been re-assessed, therefore, the owner is requesting this correction.</p>	270 330 1590	None None None
<p>Cora Decker, Lot 11 & S.W. Tri of 13, Blk. 10, NCB 7383, 1951 and 1952, Code 4600. Double Assessment - the improvement value of \$3,930.00 should be cancelled from the above property for the years 1951 and 1952 as this value was charged also to Lot 10, Blk. 10, NCB 7383 for these years. See attached affidavit stating that this is a vacant lot. Also, the records were checked by Mr. G. Fleming on December 20, 1955 and found this to be true.</p>	5170	1240
<p>William A. & Ida Glasgow, Jr., 2535 Quintana Rd., Lot 17, Blk. 33, NCB 11301, 1953 Code 2350. Paid on July 23, 1954. Double Assessment - Lot 17, Blk. 33, 1954. Double Assessment - Lot 17, Blk. 33, NCB 11301, is in error on the 1953 Re-Assessment Roll and same should be cancelled. This was paid on July 23, 1954 and should not have been re-assessed.</p>	1440.	None
<p>Cleason L. & Beatrice L. Harris, 1158 Bandera Rd., S. 150 ft. of 177 & 178, Blk. 8, NCB 8360, 1953 and 1954, Code 1850. Improvements were reduced by the 1954 Board of Equalization - the owner came in with a 1954 Board notice showing a reduction in the improvement value for 1953 Reassessment and 1954 but same did not reflect on the assessment book. The percentage good was reduced on the blue card from 80% to 70% and on the Red Card the percentage was reduced from 70% to 60% making a taxable reduction of \$120.00 for both years.</p>	6080.	5960.

J. E. House , Rt. 11, Box 579, Tr. O
(5.014 Ac.) & Tr. Q (5.612 Ac), NCB 11781
1953, Code 7100 and 7300. Paid on the De
Annex Roll on July 28, 1954. Double Assessment
the above lots should be cancelled from the
1953 Re-Assessment Roll Account same was paid
on July 28, 1954 with valided receipts and
cancelled check. This should not have been
reassessed for this reason.

1370
1530 None
None

Louis J. De Latte, S. 498.6 ft. of l, NCB
8670, 1954 Code 0100. Double Assessment - the
above property should be cancelled for the year
of 1954 account same has been accounted for in
NCB 8593 and NCB 8594 known as Petaluma Gardens

1260 None

E. B. Marsch, 1721 S. Gen. McMullen ,Pt. of Tr-1,
5/6 Acre, O.C.L. 4, R3, D6, N.C.B. 11313, 1953-
1954-1955 Code 4500. This is a double assessment
of Code 4000, same N.C.B. All land is already
being assessed under same Code 4000.

100 None

Casimiro S. & Lucia Moreno, Lot B, Blk. 28,
NCB 3690, 1953 and 1954, Code 0020. Not in the
San Antonio Independent School District - the
School Tax for the years 1953 and 1954 should be
cancelled from the roll as this property is not
in the San Antonio Independent School District.
This is located in the Edgewood School District.

1750 None

Robert F. & Tillie B. Parker, Lot 1, NCB 7848,
1949 and 1950, Code 0500. Vacant - Permit #9804
was issued on August 30, 1947 for Lots 1 & 2
(Resub of 234), NCB 7848, at 908 W. Pyron, but
same was posted to Lot 1, NCB 7848 therefore,
same should be cancelled as this is a vacant lot

750 160

J. L. & Blanche Rihn, 127 Overhill Dr., Lot 42,
Blk. E , NCB 11541, 1953 and 1954, Code 5000.
Land value in error - the owner is requesting
an adjustment in the land value for 1953 and
1954. When this land was computed for these
years, the value was miscalculated, therefore,
and adjustment of \$3,190.00 should be made.

4490. 1300.

Sam H. Schaefer, Lot 11, Blk. 15, NCB 10333,
1953 Code 4950. Vacant - the above lot is
vacant and the improvement value of \$820
should be cancelled. This was inspected by
Mr. G. Fleming and it was found to be true. This
was inspected on December 28, 1955. The 1954
and 1955 Assessment Books are correct.

1110. 290.

Frank H. Silcock, 4004 Nogalitos St., Lot 18,
Blk. 57, NCB 8633 and 1954, Code 0650. Vacant
the value of \$1,320.00 is a partial for 1953
and 1954. This partial was placed on the wrong
lot for 1953, therefore, same should be can-
celled for 1953. In 1954 this value of \$1,320
was also carried in the total value on Lot 51,
Blk. 57, NCB 8633, therefore, same should be
cancelled for both years. This is vacant
property.

1560. 240

John G. & Janie Treanor, 642 E. Ashby Pl.,
Lot 14, NCB 6539, 1953 Code 3400. Error in
computing the value of this property - the
San Antonio Building and Loan Company paid
the City Tax on June 8, 1954 on the value of
\$2,830.00 in the amount of \$56.03, therefore,
the tax of \$6.54 should be cancelled from the
roll. This is a mechanical error which occurred
when the statements were processed. Note: the
two different values on the City and School tax
statements attached. This City tax of \$6.54
has been carried forward as delinquent and
same should be cancelled for this reason

3160. 2830.

2. That all of the above corrections or adjustments have been individually presented
to the Tax Error Board of Review and the changes in assessed valuations as indicated have
been recommended by said Board.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

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

AN ORDINANCE 22,180

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

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

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

That the Assessor and Collector of taxes is hereby authorized and directed to make the following corrections and adjustments pertaining to certain assessments appearing on the City Tax Rolls as detailed below. These corrections and adjustments are ordered for the individual reasons as listed herein, the City Attorney is authorized hereby to take legal action for collection of taxes in all instances where the same is necessary.

<u>Name, Code No., Description of Prop. & Reason</u>	<u>ASSESSMENTS</u>		<u>REFUNDS</u>	
	<u>On Roll</u>	<u>- Corrected</u>	<u>City</u>	<u>- School</u>
Atomic Stores, Inc., Personal Property, 1951 and 1952, Receipt No. 131248 and Code 8056 - 5000. Atomic Stores did not have merchandise equal to unrendered assessed valuations for years 1951 and 1952. Recommended valuations are based on figures submitted to Personal Property Appraiser and are so approved.	54,850 23,300	27,425 11,650		
Blue Bonnet Laundry (L. W. McCaskill) Personal Property, 1951, 1952, 1953 and 1954, Account No. 5117. No equipment in laundry in 1951; other years assessed on wrong basis - 1952 assessment was carry-over of 1951 assessed value; 1953 and 1954 are based on installation plus cost. These assessments are out of line with comparable laundries. Example: Alamo Laundry for 1954; \$15,410, Travis Laundry for 1954; \$6,600, Yates Laundry; \$30,600	17,650 17,650 25,000 25,000	None 14,050 14,050 14,050		
John F. Camp, Sr., John F. Camp, Jr. and Rodney J. Camp, NCB 11621, Code 6000, NCB 11621, Code 2000, NCB 11602, Code 6000, 1953 - 1954. Owners have numerous pieces of property both in and outside of the City limits. Board of Equalization adjusted values of above property and informed owners they would receive tax statements reflecting same. Through error statements were not mailed until after date of delinquency. Chairman of Board of Equalization, Mr. Booton, recommends that owner be permitted to pay net taxes without addition of penalty and interest. This property is located in the annexed area.	38,880 9,070 8,620	38,880 9,070 8,620		
Victoria L. Nunez, Gr. 10 or Red 13, Cir. 11 or Red 14, NCB 176, 1951, 1952, 1953 and 1954, Receipt No. 1585 and Code 4000. Improvement over assessed in percentage good - investigation by building appraiser indicates percentage good to be too high for age and condition of subject building and should be reduced from 75% to 55% good. This building was constructed over 40 years ago.	35,330 35,330 32,240 32,240	27,750 27,750 27,750 27,750		
A. C. Wheatley, 1 Tria. 1650' x 440', NCB 11635 1954 Code 1000. Owner's property is partly outside City limits --- 1954 B.O.E. adjusted valuation of subject tract but statement reflecting same was not received until tax became delinquent. It is recommended that no penalty or interest be charged. This is annexed property.	15,320.	15,320.		

2. That all of the above corrections or adjustments have been individually presented to the Tax Error Board of Review and the changes in assessed valuations as indicated have been recommended by said Board.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST!
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,181

ACCEPTING THE ATTACHED QUALIFYING BIDS OF COKES-
BURY BOOK STORE TO FURNISH THE CITY OF SAN ANTONIO
PUBLIC LIBRARY WITH BOOKS AS CONTAINED IN LISTS
41 AND 42 FOR A TOTAL OF \$3,529.60

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

1. That the attached qualifying bids of Cokesbury Book Store, dated January 3, 1956 to furnish the City of San Antonio Public Library with certain books as contained in Lists #41 and 42 for a total of \$3,529.60, be and the same is hereby accepted.
2. That the bids of Cokesbury Book Store, 1910 Main Street, Dallas, Texas, are attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Public Library, Account No. 15-02-01.
4. That all other bids received on these lists are hereby rejected.
5. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,182

GRANTING A PERMIT TO CONSTRUCT, INSTALL AND CONNECT
A SEWER MAIN TO THE CITY SEWER SYSTEM AT THE EXPENSE
OF PERMITTEE, AND GRANTING PERMISSION TO CHARGE FOR
CONNECTIONS THERETO, AT THE 1000 BLOCK OF BRUNSWICK
BOULEVARD, FROM BUFFALO WEST TO BODIE

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

1. That Bernard Rubinstein, DBA Liberal Investment Corporation, hereinafter called "PERMITTEE", is hereby granted by the City of San Antonio a permit and license to construct and connect a sanitary sewer line to the existing sewage system of the City of San Antonio, subject to the following conditions and stipulations:
2. That the City of San Antonio hereby authorizes and grants a permit to said PERMITTEE to construct and install a sanitary sewer main in the 100 block of Brunswick Boulevard from Buffalo west to Bodie, an approximate distance of 750 lineal feet.
3. PERMITTEE shall file with the City Sewer Engineer a complete and detailed set of plans and specifications, bearing the approval of a licensed professional engineer, showing the place of connection with the City sewer system, the depth, size, location, gradient, capacity, manholes, T's, Y's, slants and appurtenances of the entire lines to be built by him and the same shall not be connected with the City sewer system until the construction has been fully paid for and said construction has been approved and the lines tested, all to the satisfaction of the City Sewer Engineer.
4. This permit hereby granted shall be for sanitary sewers and sewage and no use shall be made thereof which, in the opinion of the City Sewer Engineer, is detrimental to the sewerage system of the City of San Antonio, or which might impair the function of its sewage treatment plant.
5. Said sewer lines shall, when completed and connected with the City Sewer System, become the property of the City of San Antonio and become a part of its public sewer system.
6. It is expressly understood and agreed by the parties hereto that the sanitary sewer lines shall be built by the said PERMITTEE at his own expense and cost, and under no circumstances shall any part or portion of such cost or expense be chargeable to, or a claim of any character or kind against, the City of San Antonio.
7. It is further understood and agreed that PERMITTEE shall have the right and privilege in consideration for paying the entire cost of construction of said sewer line to charge and collect from each and every person or corporation desiring to connect with said sewer line constructed hereunder a fee not exceeding Thirty-five (\$35.00) Dollars for each connection thereto. The exact charge for connections to said lines shall be determined by dividing the final construction cost by the number of connections to be made thereto and shall be established by the Director of Public Works. This charge is to apply to all connections made directly to the above described line. However, it is distinctly understood that the City of San Antonio shall not be responsible for the collection or for payment of any such charges, and the City is under no obligation to do any act, or to refrain from doing any act in order to assist PERMITTEE in the collection of such charges. It is further understood that PERMITTEE shall be limited in his charges for said connections to an amount equal to the total cost of the installation; provided, however, that in no event shall PERMITTEE have the right or privilege to charge and collect from any person connecting to said line after the expiration of five years from the passage and approval of this ordinance. PERMITTEE expressly covenants and agrees that he shall, within ten (10) days after the completion of said line, file with the Director of Public Works a sworn statement setting out the total cost of installation, which sworn statement, after being approved by the Director of Public Works, shall be attached hereto and made a part hereof. It is expressly understood and agreed that the filing of such sworn statement within the aforementioned ten (10) day period is a condition precedent to PERMITTEE'S RIGHT to make any charges for connections to said line.

8. PERMITTEE further agrees that charges for a connection to the above described sewer lines shall be made without exception and connections made to any property owned by PERMITTEE shall be computed in the amortization of construction costs.

9. Said PERMITTEE agrees to assume all responsibility and to protect said City from any and all damages or liabilities that might be caused by the installation, connection or construction of said above described sewer lines and further agrees that in the event any type of court action is brought against the City upon its refusal to permit a connection to said sewer line without prior payment to PERMITTEE of the appropriate charge therefor, or if the City is sued for damages due to its refusal to allow connections to said sewer lines based on this contract, PERMITTEE will hold the City free and harmless and will promptly intervene in any lawsuit or court action and will defend the same at his own cost and expense.

10. PERMITTEE agrees to submit a statement in duplicate to the City Sewer Engineer within six months from the date of this instrument, and every six months thereafter for two years, listing all connections made to said sewer line (giving legal descriptions) and the charges made and collected therefor PERMITTEE shall keep and maintain in his office in the City of San Antonio a complete and detailed record of any and all connections made to said line and the same shall be open for inspection by authorized representatives of the City during regular business hours.

11. Failure upon the part of PERMITTEE to comply with any of the conditions and stipulations in this permit shall constitute a forfeiture of his right to collect the fees hereinabove provided and this permit shall not be conveyed or assigned unless authorized by the City Council.

12. This contract shall become effective upon adoption by the contracting parties, and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superceded expressly by this contract and shall be null and void.

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

14. The City Council of the City of San Antonio having authorized the execution of this instrument by the undersigned as the act of said City, the same is hereby executed this 19th day of January A. D. 1956.

15. PASSED AND APPROVED this 19th day of January A. D. 1956.

CITY OF SAN ANTONIO
J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

16. The above permit is hereby accepted.

LIBERAL INVESTMENT CORPORATION

By: Bernard Rubinstein

AN ORDINANCE 22,183

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE THE CITY LIMITS ON THE PETITION
OF DR. AND MRS. THOMAS B. BURNS

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

1. That the petition of Dr. and Mrs. Thomas B. Burns, 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 917 Eventide, Lot 14, Block 12, County Block 5526, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the Licensee and

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

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 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,184

ACCEPTING THE ATTACHED LOW BID OF PAK-MOR MANUFACTURING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH TEN REFUSE COLLECTION UNITS FOR A TOTAL OF \$20,972.30

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

1. That the attached low bid of Pak-Mor Manufacturing Company, dated January 4, 1956 to furnish the City of San Antonio Department of Public Works with ten refuse collection units for a total of \$20,972.30, be and the same is hereby accepted. Units to be Pak-Mor 1956 Model, delivery to begin within 15 days after receipt of chassis at their plant.

2. That the low bid of Pak-Mor Manufacturing Company is attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Department of Public Works, Account No. 09-05-01.

4. That all other bids received on these items are hereby rejected.

5. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,185

AMENDING CHAPTER 60, SECTION 74 OF THE CITY CODE ENTITLED "STREETS WHERE PARKING PROHIBITED" BY ADDING THERETO OTHER STREETS WHERE PARKING IS PROHIBITED AND DECLARING AN EMERGENCY

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

1. That Chapter 60, Section 74 of the City Code entitled "Streets where Parking is Prohibited" be and is hereby amended by adding and designating thereto the following streets where parking is prohibited as follows:

<u>Street:</u>	<u>From:</u>	<u>To:</u>	<u>Portion:</u>
Pecos Street	Martin	Guadalupe St.	Both Sides
Martin	Pecos	200 ft. East of Pecos	"
Salinas	Pecos	"	"
Travis	"	"	"
Houston	"	"	"
Commerce	"	"	"
Produce Row	"	"	"
Buena Vista	"	"	"
Monterrey	"	"	"
Matamoras	"	"	"
Durango	"	"	"
San Luis	"	"	"
San Fernando	"	"	"
El Paso	"	"	"
Guadalupe	"	"	"

2. That this ordinance is cumulative of and in addition to Section 60-74 and shall in no way affect the validity of Chapter 60 which shall remain in full force and effect.

3. Whereas, it is necessary for the public safety of the City of San Antonio, Texas in exercise of its police power for the proper regulation of traffic to control the public streets, for the prevention of the blocking and encumbering of streets an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio, Texas.

4. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,186 ✓

GRANTING A PERMIT TO TEXAS AND NEW ORLEANS RAILROAD COMPANY TO CONSTRUCT, MAINTAIN, AND OPERATE A RAILROAD SPUR TRACK UPON AND ACROSS CHERRY AND MESQUITE STREETS AT GRADE, SUBJECT TO CERTAIN CONDITIONS.

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

1. That the Texas and New Orleans Railroad Company be and is hereby granted permission to construct, maintain, and operate a spur track, upon and across Cherry and Mesquite Streets, at grade, in accordance with its proposal contained in its request for such permission; provided this permission is subject to the following conditions which are to be accepted by said Railroad Company before this permission shall be binding and valid, to-wit:

- (1) The adherence of necessary precautions in the protection of existing storm and sanitary sewer mains.
- (2) Terminus of spur at N. Hackberry Street to coincide with any proposed widening of Hackberry Street under the Bonds Street Improvement Program.
- (3) That the T&NO Railroad agrees to defray all costs of making necessary changes in water mains on Cherry and Mesquite Streets, and that the Water Board be given ample notice to make such changes prior to construction of said railroad track.
- (4) That the T&NO Railroad will pay the cost of any changes made necessary in Public Service Board gas or electric supply lines.
- (5) That the Railroad Company agree to pay for raising telephone company cables and lines in order to clear the proposed spur.

2. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,187 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE REVISION OF CONTRACT DATED DECEMBER 22, 1955, BETWEEN THE CITY AND THE STATE OF TEXAS PERTAINING TO CONSTRUCTION, MAINTENANCE AND OPERATION OF EXPRESSWAY SPRINKLER SYSTEM

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

1. The City Manager is hereby authorized, on behalf of the City of San Antonio, to execute a revision of the contract, dated December 22, 1955, between the City and the State of Texas pertaining to construction, maintenance and operation of Expressway sprinkler system.

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

3. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,188

AUTHORIZING PAYMENT OF \$269.34 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR SERVICES, SUPPLIES AND POSTAGE INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT-OF-WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$269.34 for services, supplies and postage incurred in acquiring property for the Expressway Right-of-Way for vendors as listed below:

Commercial Recorder	\$ 22.32
Survey	157.25
Central Stores Nov. 1955	40.38
Central Stores Dec. 1955	32.95
Postage - Dec. 1955	16.44
	<u>\$269.34</u>

2. That the Acting Director of Finance is authorized to make payment from the 1955 Expressway and Street Improvement Bond Fund #4-78.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,189

CREATING THE CLASSIFICATION AND POSITIONS OF PARKING HOSTESS IN THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING THE PAY RANGE THEREFOR

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

1. The following classification and positions, with the pay range as indicated, are hereby established in the Department of Public Works of the City of San Antonio; effective January 16, 1956:

<u>Classification</u>	<u>Number of Positions</u>	<u>Pay Range</u>
Parking Hostess	8	#7 - \$200 to \$260 per month

2. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,190

ACCEPTING THE BID OF COLGLAZIER & HOFF, INC., IN THE AMOUNT OF \$12,746.40 FOR THE RE-SURFACING OF EAST COMMERCE STREET FROM SOUTH ALAMO TO SOUTHERN PACIFIC RAILROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. The bid of Colglazier & Hoff, Inc., in the amount of \$12,746.40, for the re-surfacing of East Commerce Street from South Alamo to Southern Pacific Railroad, is hereby accepted.

2. All other bids are hereby rejected.

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

4. The Director of Finance is hereby authorized to pay Colglazier & Hoff, Inc., the sum of \$12,746.40 out of the 1955-1956 General Fund, Account #59-04-01, in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,191

ACCEPTING THE BID OF COLGLAZIER & HOFF, INC.,
IN THE AMOUNT OF \$44,346.45, FOR THE RE-SURFACING
OF EAST HOUSTON STREET FROM ALAMO TO RIO GRANDE
STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT THEREFOR

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

1. The bid of Colglazier & Hoff, Inc., in the amount of \$44,346.45 for the re-surfacing of East Houston Street from Alamo to Rio Grande Street is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with Colglazier & Hoff, Inc. a City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Public Works and Legal Departments.
4. The Director of Finance is hereby authorized to pay Colglazier & Hoff, Inc. the sum of \$44,346.45 out of the 1955-1956 General Fund, Account #59-04-01, in such sums and at such times as are provided in said contract.
5. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,192

ACCEPTING THE PROPOSAL AND OFFER OF JONES AND GROBE,
ARCHITECTS, TO PREPARE AND SUBMIT PLANS AND SPECIFICATIONS
FOR CONSTRUCTION OF SAN ANTONIO FIRE STATION NO. 30 AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. The proposal and offer of Jones and Grobe, Architects, 206 San Pedro Avenue, to prepare and submit plans and specifications for construction of San Antonio Fire Station No. 30, is hereby accepted.
2. The City Manager is hereby authorized to execute, on behalf of the City of San Antonio, a contract for said services.
3. PASSED AND APPROVED this 19th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO NEGOTIATE
WITH CERTAIN ENGINEERS TO FURNISH THE CITY
WITH ENGINEERING SERVICES IN CONNECTION WITH
THE CAPITAL IMPROVEMENTS PROGRAM

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

1. The City Manager is hereby authorized to negotiate with the following engineers to furnish the City with engineering services in connection with the specified portions of the City's capital improvements program:

(1) STREET IMPROVEMENTS

- (a) Berretta, Greenslade, Clark & Collins
- (b) W. F. Castella & Associates
- (c) Earl J. Wentworth
- (d) Donoho & Cross
- (e) Reynolds Andricks
- (f) M. L. Diver

(2) SANITARY SEWER IMPROVEMENTS

- (a) V. L. Beavers & Associates
- (b) Hugh C. Dickson
- (c) Walter E. Haggard
- (d) Frank S. Drought
- (e) Irving S. Seligmann

(3) STORM DRAINAGE IMPROVEMENTS

- (a) Gullat, Lodal & Associates
- (b) Mitchell & Hunt
- (c) Terrell Bartlett Engineers

2. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,193

TRANSFERRING THE SUM OF \$35,000.00 FROM 1955-56
GENERAL FUND, RESERVE FOR CONTINGENCIES, TO THE
DEPARTMENT OF PARKS AND RECREATION

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

1. The sum of \$35,000.00 is hereby transferred from the 1955-56 General Fund, Reserve for Contingencies, to the Department of Parks and Recreation for use in remodeling the present stone building in Brackenridge Park into a combined Parks and Recreation Office building, constructing maintenance building for shops and warehouse, and improvements to parks material yard.

2. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,194

ACCEPTING CERTAIN BIDS SUBMITTED FOR THE
PURCHASE AND REMOVAL OF HOUSES OWNED BY THE
CITY OF SAN ANTONIO FROM THE EXPRESSWAY
RIGHT OF WAY, MAKING AND MANIFESTING A BILL
OF SALE TO SUCCESSFUL BIDDERS, AND REJECTING
ALL OTHER BIDS.

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

1. The following high bids submitted for purchase of houses located on the Expressway right-of-way are hereby rejected, to-wit:

- Bid of Mrs. Henry Gutz for house located at 709 Bigfoot Street (Parcel No. 124), in the amount of\$ 124.00
- Bid of Joe Marshall for house located at 126 Recio Street, (Parcels No. 226 & 227), in the amount of\$ 447.00
- Bid of J. B. Pack for house located at 125 Eldorado (Parcels No. 269 & 270), in the amount of\$ 105.00
- Bid of J. E. Mylius for house located at 721 Crosby Street (Parcel No. 1031) in the amount of\$ 361.50

2. The following high bids submitted for purchase of houses located on the Expressway right-of-way are hereby accepted, to-wit:

- Bid of Joe Marshall for house located at 622 Pruitt Avenue (Parcel No. 66), in the amount of\$ 1,127.00
- Bid of Joe Marshall for house located at 626 Pruitt Avenue (Parcel No. 67), in the amount of\$ 1,027.00
- Bid of Joe Marshall for house located at 727 West Baylor Street (Parcel No. 68), in the amount of\$ 2,227.00
- Bid of Sommer Friedman for house located at 718 West Baylor Street (Parcel No. 77), in the amount of\$ 1,078.00
- Bid of Joe Marshall for house located at 130 Recio Street (Parcels No. 228 & 229), in the amount of\$ 4,127.00
- Bid of Joe Marshall for house located at 127 Eldorado (Parcel No. 268) in the amount of\$ 727.00
- Bid of J. B. Pack for house located at 630 East Malone (Parcel No. 328), in the amount of\$ 805.00
- Bid of Joe Marshall for house located at 634 East Malone (Parcel No. 329), in the amount of\$ 657.00

3. All other bids are hereby rejected.

4. This ordinance makes and manifests a bill of sale as follows, to-wit:

To Joe Marshall, for houses located at 622 Pruitt Avenue, 626 Pruitt Avenue, 727 West Baylor Street, 130 Recio Street, 127 Eldorado and 634 East Malone;

To Sommer Friedman, for house located at 718 West Baylor Street;

To J. B. Pack, for house located at 630 East Malone.

5. All sales are subject to the conditions contained in the offer of sale in the advertisement for bids for the purchase thereof.

6. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann

Asst. City Clerk

AN ORDINANCE 22,195

MANIFESTING AN AGREEMENT WITH THE SAN ANTONIO
RIVER AUTHORITY PERTAINING TO THE SAN ANTONIO
CHANNEL IMPROVEMENT PROJECT

WHEREAS, said law and plans require the local interest to: (1) Maintain and operate all of the works after completion in accordance with the regulations prescribed by the Secretary of the Army; and provided further that improvements may be undertaken whenever funds for that purpose are available and the prescribed local cooperation has been provided; and (2) During floods, keep two of the conduit gates at Olmos Dam fully open, and keep the four remaining gates closed; the four gates to remain closed until after the flood; and,

WHEREAS, the San Antonio River Authority cannot give such assurance to the Federal Government; NOW, THEREFORE:

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

1. The City of San Antonio does hereby agree with respect to the aforesaid San Antonio Channel Improvement Project as follows:

(1) Maintain and operate all of the works after completion in accordance with the regulations prescribed by the Secretary of the Army; and provided further that improvements may be undertaken whenever funds for that purpose are available and the prescribed local cooperation has been provided.

(2) During floods, keep two of the conduit gates at Olmos Dam fully open, and keep the four remaining gates closed; the four gates to remain closed until after the flood.

2. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann

Asst. City Clerk

AN ORDINANCE 22,196

ACCEPTING A DEED FROM MARIANO A. GOMEZ, AND WIFE,
GREGORIA GOMEZ CONVEYING TO THE CITY OF SAN ANTONIO
LOT 10, BLOCK 2, NCB 8963 DIVISION GARDENS #2, IN THE
CITY OF SAN ANTONIO AND APPROPRIATING THE SUM OF \$750.00
TO PAY FOR SAME

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

1. That the deed from Mariano A. Gomez, and wife, Gregoria Gomez conveying to the City of San Antonio the following described property:

Lot 10, Block 2, New City Block 8963, Division Gardens #2, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 1625, page 204, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$750. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Stewart Title Guaranty Company to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. H. Inselmann

Asst. City Clerk

AN ORDINANCE 22,197

ACCEPTING A DEED FROM RAYMOND L. MCDANIEL AND WIFE, LORIS MCDANIEL CONVEYING TO THE CITY OF SAN ANTONIO LOT 5, BLOCK 6, NCB 9783 ARGONNE HEIGHTS, SAN ANTONIO, TEXAS AND APPROPRIATING THE SUM OF \$8650.00 TO PAY FOR SAME

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

1. That the deed from Raymond L. McDaniel and wife, Loris McDaniel conveying to the City of San Antonio the following described property:

Lot 5, Block 6, New City Block 9783, ARGONNE HEIGHTS, 8th Filing, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2575, Page 274, of the Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$8650. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARANTY ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,198

*Amended
5-17-56
22824*

ACCEPTING A DEED FROM MANUEL NAVARRO, CONVEYING TO THE CITY OF SAN ANTONIO A PORTION OF LOT 14, BLOCK 9, NEW CITY BLOCK 8965, MAKING AND MANIFESTING A DEED TO MANUEL NAVARRO, CONVEYING A PORTION OF LOT 15, BLOCK 9, NEW CITY BLOCK 8965, AND APPROPRIATING THE SUM OF \$50.00 TO PAY THE DIFFERENCE IN EXCHANGE OF PROPERTIES

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

1. That the deed from Manuel Navarro conveying to the City of San Antonio parcel 499, being a portion of Lot 14, Block 9, New City Block 8965 be and is hereby accepted.

2. That as part of the consideration for the above conveyance this ordinance makes and manifests a deed to Manuel Navarro conveying to him a part of Parcel 498, being a triangular tract of land lying and being a triangular tract of land lying and being in the City of San Antonio, Bexar County, Texas, described by metes and bounds as follows:

BEGINNING at the intersection of the west line of Lot 15, Block 9, NCB 8965, with the south line of Keats Street; thence in an easterly or southeasterly direction 19.34 feet to a point in said south line of Keats Street where it intersects the west line of the Expressway right of way; thence in a southwesterly direction along the said right of way line a distance of 59.35 feet to a point where the said Expressway right of way line intersects the west line of Lot 15, Block 9, NCB 8965; thence along said west line of Lot 15, 56.11 feet to the point of beginning.

3. That the sum of \$50.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Stewart Title Guaranty Company to be used in payment of the difference in exchange of properties.

4. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,199

ACCEPTING A DEED FROM GERTHUDE M. PLATE (NOW MRS. O. T. WALSH) CONVEYING TO THE CITY OF SAN ANTONIO, LOT 14, BLOCK 3, NEW CITY BLOCK 8054 AND APPROPRIATING THE SUM OF \$6,650.00 TO PAY FOR SAME

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

1. That the deed from Gertrude M. Plate (now Mrs. O. T. Walsh) conveying to the City of San Antonio the following described property:

New City Block 8054, Lot 14, Block 3,
(Brownwood Village)

be and is hereby accepted.

2. That the sum of \$6,650. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Texas Title Guaranty Company to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,200

ACCEPTING A DEED FROM MAGDALENA M. GUERRERO, CONVEYING TO THE CITY OF SAN ANTONIO, PART OF LOT A, BLOCK 13, N.C.B. 7876, IN BRUNSWICK PARK ADDITION, ACCORDING TO PLAT RECORDED IN DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND APPROPRIATING THE SUM OF \$1,600.00 TO PAY FOR SAME

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

1. That the deed from Magdalena M. Guerrero, conveying to the City of San Antonio, the following described property:

Part of Lot A, Block 13, NCB 7876 in Brunswick Park Addition, in the City of San Antonio, according to map or plat recorded in Vol. #642, Page 55, Deed & Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$1,600.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Security Title & Trust Company, to be used in payment for such land.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,201

ACCEPTING A DEED FROM LOUIS ROCHA RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO PART OF LOT 12, BLOCK 8, NEW CITY BLOCK 2605, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO AND APPROPRIATING THE SUM OF \$350.00 TO PAY FOR SAME

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

1. That the deed from Louis Rocha Rodriguez conveying to the City of San Antonio the following described property:

Part of Lot 12, Block 8, New City Block 2605, within the corporate limits of the City of San Antonio,

be and is hereby accepted.

2. That the sum of \$350.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Commercial Abstract & Title Company to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,202

ACCEPTING A DEED FROM ERNESTO G. RODRIGUEZ AND WIFE, TRINIDAD V. RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO LOT 29, BLOCK 12, NCB 2640 AND APPROPRIATING THE SUM OF \$4000.00 TO PAY FOR SAME

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

1. That the deed from Ernesto G. Rodriguez, and wife, Trinidad V. Rodriguez, conveying to the City of San Antonio the following described property:

Lot 29, Block 12, New City Block 2640, within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, page 346, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$4000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,203

ACCEPTING A DEED FROM JUANITA CASTRO, A FEME SOLE, AND ABEL T. CASTRO, A SINGLE MAN CONVEYING TO THE CITY OF SAN ANTONIO LOT 3, BLOCK 4, NCB 8963 DIVISION GARDENS NO. 2 IN THE CITY OF SAN ANTONIO AND APPROPRIATING THE SUM OF \$4,000.00 TO PAY FOR SAME

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

1. That the deed from Juanita Castro, a feme sole, and Abel T. Castro, a single man conveying to the City of San Antonio the following described property:

Lot 3, Block 4, New City Block 8963, Division Gardens #2, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 1625 Page 204, Deed and Plat Records, Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$4,000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Stewart Title Company to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,204

AUTHORIZING GULF OIL CORPORATION TO INSTALL A SIGN ON THE SOUTHWEST CORNER OF THE INTERSECTION OF HARDING BOULEVARD AND PLEASANTON ROAD AND SETTING FORTH CONDITIONS

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

1. That the Gulf Oil Corporation be and is hereby granted permission to install a standard M-1-12 Gulf sign on the southwest corner of the intersection of Harding Boulevard and Pleasanton Road, subject to the following conditions:

- (1) That Gulf Oil Corporation will remove immediately said sign upon request of the City.
- (2) That said sign will be located at the spot shown on the plat attached hereto.
- (3) That the sign will be so constructed and maintained that it will at no time present a traffic or pedestrian hazard.

2. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher, City Clerk

AN ORDINANCE 22,205 ✓

AMENDING RULE XXXI, SECTION 152, OF THE FIRE AND POLICE CIVIL SERVICE RULES BY PROVIDING FOR A MINIMUM WEIGHT REQUIREMENT OF TWO POUNDS PER INCH OF HEIGHT AND A MAXIMUM WEIGHT REQUIREMENT OF THREE AND ONE-HALF POUNDS PER INCH OF HEIGHT, AND BY ELIMINATING CHEST MEASUREMENT REQUIREMENTS

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

1. Rule 31, Section 152 of the Fire and Police Civil Service Rules, adopted July 10, 1952, is hereby amended to read as follows:

"RULE XXXI. SPECIAL REQUIREMENTS

"Section 152. Special Requirements for Firemen and Policemen. The following are declared to be the minimum physical and general requirements for firemen and policemen:

Age: Candidates for original appointment in the Fire and Police Departments must be at least twenty-one (21) years of age and not over thirty-five (35) years of age at the time of certification for the classified service. Candidates for the temporary service in the Fire and Police Departments must be at least thirty-six (36) years of age and not over forty-nine (49) years of age at the time of the appointment. (Candidates for other positions must meet age requirements as provided in Section forty-four (44) of these rules.)

Height: Firemen must be at least five feet six and one-half inches in height.

Policemen must be at least five feet eight inches in height.

Weight: Candidates for original appointment shall weigh not less than two (2) pounds per inch of height and not more than three and one-half (3 1/2) pounds per inch of height."

2. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,206 ✓

GRANTING THE PETITIONS OF THE FIRST MEXICAN FUNDAMENTAL BAPTIST CHURCH AND ST. MARK'S METHODIST CHURCH FOR EXEMPTION FROM CITY TAXES ON PROPERTY LOCATED IN NCB 11262 AND NCB 10487

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

1. That the property owned by the First Mexican Fundamental Baptist Church, the same being Lots 1 and 2, Blk. 9 NCB 11262, 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, 1955 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.

2. That the property owned by the St. Mark's Methodist Church, the same being Lot 5, Blk. 22, NCB 10487, 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, 1955 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

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

PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,207

ACCEPTING THE ATTACHED LOW BID OF METALLIC BUILDING, TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH ONE PRE-FABRICATED STEEL BUILDING FOR A NET TOTAL OF \$3,810.00

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

1. That the attached low bid of Metallic Building Company, P. O. Box 8103, San Antonio, Texas, dated November 1, 1955 to furnish the City of San Antonio International Airport with one 40' x 60' Pre-fabricated steel building for a total of \$3,810.00, be and the same is hereby accepted.
2. That the low bid of Metallic Building Company is attached hereto and made a part thereof.
3. That payment be made from Fund 8-01, Account No. 12-02-02.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,208

ACCEPTING THE ATTACHED BID OF COMMUNICATIONS COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH THREE TWO-WAY RADIO UNITS FOR A TOTAL OF \$1209.00

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

1. That the attached bid of Communications Company, Inc., 300 Greco Avenue, Coral Gables, Florida, dated January 5, 1956 to furnish the City of San Antonio International Airport with three two-way radio units COMCO Model 278-E-6/12-2 for a total of \$1209.00 be, and the same is hereby accepted.
2. That the bid of Communications Company, Inc. is attached hereto and made a part thereof.
3. That payment be made from Fund 8-01, Account No. 12-02-01.
4. That this is the one and only bid received on this item.
5. PASSED AND APPROVED this 26th day of January, 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,209

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE SINCLAIR REFINING COMPANY, INC., FOR A LEASE OF WINDOW DISPLAY AREA AT THE INTERNATIONAL AIRPORT

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

1. That the City Manager be and is hereby authorized to execute a contract between the City of San Antonio and the Sinclair Refining Company, Inc., Post Office Box 4187, Station A, San Antonio, Texas, for window display area number 10, in the San Antonio International Terminal Building, San Antonio International Airport, to be used for advertising and display purposes.
2. The contract is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

This contract made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter called "City", and Sinclair Refining Company, Inc., at Post Office Box 4187, Station A, San Antonio, Texas hereinafter called "Lessee".

WITNESSETH:

1. The City leases and demises to the Lessee and the Lessee takes from the City, for and in consideration of the terms and conditions herein set out for the term of one year beginning January 1, 1956 and ending December 31, 1956; renewable under the same terms and conditions for an additional year beginning January 1, 1957 and ending December 31, 1957, by notifying the City in writing thirty (30) days prior to December 31, 1956, the following property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

Display Window Number 10 in the San Antonio International Airport Terminal Building, same being located within said building as shown on the scale drawing attached hereto and made a part hereof, said space being 28 inches deep, 7 feet, 2 1/2 inches wide, and 6 feet 5 inches high, with door 6 feet 3 1/2 inches by 16 inches.

2. Said space is to be used exclusively for advertising and display purposes.

3. The amount of the rent for this property is \$15.00 (fifteen) per month, payable monthly in advance to the City of San Antonio at the Office of the Director of Aviation, 450 Airport Boulevard, International Airport, San Antonio 9, Texas, on or before the 10th of the month at the rate of \$15.00 per month, for the term hereof.

4. Lessee expressly agrees to abide by all applicable rules and ordinances of the City of San Antonio and to fully comply with the rules and regulations of the San Antonio International Airport during the term of this permit and further covenants and agrees not to allow or erect any object or structure upon said premises without written approval of the Director of Aviation and neither the Lessee or its agents or employees shall permit or allow any vehicle to enter the portions of the airport used for landings and taxi-ways by aircraft. The City Manager and/or the Director of Aviation are designated as the officials to represent the City in the operation of this contract.

5. In the event of war or national emergency, the City reserves the right to lease any or all of the demised premises to the United States Government and if any such lease is executed the provisions of this instrument insofar as they are inconsistent with the lease of the United States Government will be superseded and thereupon Lessee's rights hereunder shall cease and be of no force and effect.

6. If any of the provisions of this permit are held invalid, such invalidity shall not affect other provisions or applications of this permit which can be given effect without the invalid provision and to this end the provisions of this permit are declared to be severable.

7. Lessee agrees that it will not assign this lease nor sublet, and will not transfer or sell or in any way convey to any person, firm, or corporation, the whole or any part of said lease.

8. Upon failure to pay any installment of the rent due hereunder, or upon failure of Lessee to comply with any of the terms of this contract, and upon failure to cure and remedy such default within ten (10) days after written notice by the City of the City's intention to do so, the City may, at its option, at the expiration of such ten days, cancel this agreement, and all Lessee's rights hereunder shall thereupon cease and be of no force and effect.

9. This instrument constitutes the entire contract and agreement between the parties hereto, there being no other written or parole agreement between 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 authorized by ordinance.

EXECUTED this the 26th day of January, A. D. 1956.

CITY OF SAN ANTONIO

By: /s/ L. H. Andrews
Asst. City Manager

SINCLAIR REFINING COMPANY, INC.

By:

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,210

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF MR. AND MRS. C. C. CALVERT

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

1. That the petition of Mr. and Mrs. C. C. Calvert, 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 110 Wyckham Rise, Lot 13, Block 6, C.B. 5742, Terrell Hills Subdivision and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,211

ACCEPTING THE LOW QUALIFYING BID OF JORDAN MOTORS
AND GILLESPIE MOTOR COMPANY TO FURNISH THE CITY OF
SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH TEN
MOTOR TRUCK CAB AND CHASSIS LESS TRADE-INS FOR A NET
TOTAL OF \$21,278.70

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

1. That, the low qualifying bid of Jordan Motor Company and Gillespie Motor Company, bidding jointly to furnish the City of San Antonio Department of Public Works with ten 1956 Ford F700 (175" wheel base), less trade-ins for a net total of \$21,278.70, be and the same is hereby accepted.
2. That, the low qualifying bid of Jordan Motor Company and Gillespie Motor Company is attached hereto and made a part thereof.
3. That, payment be made from 1-01 General Fund, Department of Public Works, Account No. 09-05-01.
4. That all other bids received on these trucks are hereby rejected.
5. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,212

ACCEPTING THE ATTACHED LOW BID OF MOTOROLA COMMUNICATIONS AND ELECTRONICS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERS WITH THREE TWO WAY RADIO UNITS FOR A TOTAL OF \$1,121.85

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

1. That the low bid of Motorola Communications and Electronics, 2505 Inwood Place Austin, Texas, dated January 5, 1956 to furnish the City of San Antonio Department of Public Works, Traffic Engineers with three two-way radio units, Motorola D33G-1 for a total of \$1,121.85 be, and the same is hereby accepted.
2. That the low bid of Motorola Communications and Electronics is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Public Works, Traffic Engineers, Account No. 09-03-05.
4. That all other bids received on these items are hereby rejected.
5. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,213 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF SAN ANTONIO, CONTRACTS WITH MURRAY BROOKS, WILLIAM BOUBLE AND JACK CARNEY PROVIDING FOR THE MANAGEMENT OF BRACKENRIDGE GOLF COURSE, WILLOW SPRINGS GOLF COURSE AND RIVERSIDE GOLF COURSE, RESPECTIVELY

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

1. The City Manager is hereby authorized to execute, on behalf of the City of San Antonio, contracts with Murray Brooks, William Bouble and Jack Carney appointing them as Managers of Brackenridge Golf Course, Willow Springs Golf Course and Riverside Golf Course, respectively.
2. The contracts are attached hereto and made a part hereof.
3. Salaries in the amount of \$3,000.00 per year shall be paid to each of the above named managers.
4. Each Manager shall operate the Golf Shop concessions, and pay to the City 10% of gross receipts from said concession.
5. The contracting management authorized herein shall expire on January 1, 1957.
6. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,214 ✓

ACCEPTING THE BID OF AWALT AND AWALT IN THE AMOUNT OF \$50.00 PER MONTH FOR CONCESSION PRIVILEGES IN THE CITY HALL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT CONCERNING SAME

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

1. That the bid of Awalt and Awalt in the amount of \$50.00 per month for concession privileges in the City Hall beginning February 1, 1956, and ending January 31, 1958, be and is hereby accepted; and that the City Manager be and is hereby authorized to execute a contract with Awalt and Awalt Concessionaires, 130 Club Drive, San Antonio, Texas, for food and drink concession privileges at City Hall.
2. Said contract is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 26th day of January, A. D. 1956.

ATTEST:
J. Frank Gallagher
City Clerk

J. Edwin Kuykendall
Mayor

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter called "City" and Awalt & Awalt, Concessionaires, hereinafter called "Concessionaire".

WITNESSETH:

1. The City of San Antonio does hereby grant to Concessionaire the exclusive food and drink concession privilege in the City Hall.
2. The concession privileges herein granted shall not include the right to sell intoxicating beverages or any other types of food or merchandise which is objectionable to the City. Concessionaire may sell hot lunches, soft drinks, coffee, candy, cigarettes, and other items incidental and customary in a lunch and drink concession stand.
3. The term of this lease shall be for a period of two (2) years beginning on the 1st day of February, 1956, and ending on the 31st day of January, 1958.
4. Concessionaire, as consideration and payment for the rights and privileges granted herein, agrees to pay to the City of San Antonio the sum of fifty dollars (\$50.00) per month payable at the office of the Tax Assessor and Collector, City Hall, San Antonio, Texas.
5. It is expressly understood and agreed that Concessionaire shall never be considered as the agent or servant of the City, but shall be solely an independent contractor, and Concessionaire herein further agrees to hold the City harmless from any and all claims damages or causes of action of any kind or character arising under this contract or as a result of Concessionaire's operation and performance under this contract.
6. Concessionaire agrees to keep in force and effect throughout the term of this contract a liability insurance policy issued by a reputable insurance company insuring him against liability arising out of the operation of said concession.
7. The City reserves the right to prescribe reasonable rules and regulations pertaining to Concessionaire's operation and Concessionaire herein agrees to comply with same. Said rules are to be prescribed by the City Manager, and he is hereby designated as the official to represent the City in the operation of this contract. The prices charged by Concessionaire for merchandise sold under this contract must be reasonable and must meet the approval of the City Manager.
8. Concessionaire shall not assign, or sublet this contract.
9. Concessionaire agrees to install modern equipment which shall meet the approval of the City Manager for the operation of the privileges herein granted.
10. The operation of the concession herein granted shall be conducted at such location in City Hall as is designated by the City Manager.
11. Upon failure to pay any installment of the rent due hereunder, or upon failure by the Concessionaire to comply with any of the terms of this contract, and upon failure to cure and remedy such default within ten (10) days after written notice by the City of the City's intention to do so, the City may, at its option, at the expiration of such ten days, cancel this agreement, and all grantee's rights hereunder shall thereupon cease and be of no force and effect.

EXECUTED this the 26th day of January, A. D. 1956.

CITY OF SAN ANTONIO

By: /s/ L. H. Andrews
Asst. City Manager

AWALT & AWALT CONCESSIONAIRES

By: /s/ Velma Awalt

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,215

AUTHORIZING PAYMENT OF \$810.49 FROM EXPRESSWAY
AND STREET IMPROVEMENT BOND FUND FOR SERVICES AND
SUPPLIES REQUIRED IN ACQUIRING PROPERTY FOR THE
EXPRESSWAY RIGHT-OF-WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$810.49, to reimburse Jay E. Adams for monies paid for services and supplies required in acquiring property for the Expressway Right-of-Way.
2. That the Acting Director of Finance is authorized to make payment from the 1955 Expressway and Street Improvement Bond Fund #4-78.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

ATTEST:
J. Frank Gallagher
City ClerkJ. Edwin Kuykendall
Mayor

AN ORDINANCE 22,216

AUTHORIZING PAYMENT OF \$1,703.11 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR ADMINISTRATIVE AND NEGOTIATORS SALARIES INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT-OF-WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$1,703.11 for salaries for administration and negotiators incurred in acquiring property for the Expressway Right-of-Way for period January 16 to January 31, 1956.
2. That the Acting Director of Finance is authorized to make payment from the 1955 Expressway and Street Improvement Bond Fund #4-78.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,217

AUTHORIZING THE SALE OF A HOUSE BY THE CITY OF SAN ANTONIO TO SALVADOR CONTRERAS FOR THE SUM OF \$1,100.00

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

1. That the sale of the house on the Expressway right-of-way, located on Parcel #432, located at 645 Division Avenue, for the sum of \$1,100.00 to Salvador Contreras, be and is hereby approved.
2. This ordinance makes and manifests a bill of sale to the above house to Salvador Contreras.
3. That the escrow agent be and is hereby authorized and directed to with hold the sum of \$1,100.00 from the purchase price of Parcel #432, and return same to the City of San Antonio.
4. That this sale is conditioned upon full compliance with all requirements of the City Building Inspector.
5. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,218

ACCEPTING A DEED FROM IGNACIO QUINTANILLA AND WIFE, ROSA QUINTANILLA CONVEYING TO THE CITY OF SAN ANTONIO LOTS 30 AND 31, BLOCK 17, NEW CITY BLOCK 3921 AND APPROPRIATING THE SUM OF \$9050.00 TO PAY FOR SAME

*Amended
4-12-56
Ord # 22621
Page 239*

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

1. That the deed from Ignacio Quintanilla and wife, Rosa Quintanilla conveying to the City of San Antonio the following described property:

Lots 30 and 31, Block 17, New City Block 3920, in San Fernando Addition, in the corporate limits of the City of San Antonio, Bexar County, Texas

be and is hereby accepted.
2. That the sum of \$9050. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARDIAN ABSTRACT & TITLE COMPANY to be used in payment for such property.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,219

ACCEPTING A DEED FROM PABLO GARZA AND WIFE,
CAROLINA T. GARZA CONVEYING TO THE CITY OF
SAN ANTONIO LOT 32, BLOCK 5, NEW CITY BLOCK
3900, WITHIN THE CORPORATE LIMITS OF THE CITY
OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND APPROPRIATING
THE SUM OF \$10,500.00 TO PAY FOR SAME

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

1. That the deed from Pablo Garza and wife, Carolina T. Garza conveying to the City of San Antonio the following described property:

Lot 32, Block 5, New City Block 3900, within the corporate limits of the City of San Antonio, Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$10,500.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,220

ACCEPTING A DEED FROM JUAN MEDINA AND WIFE, MARIA
MEDINA CONVEYING TO THE CITY OF SAN ANTONIO LOTS
7 AND 8, BLOCK 5, NEW CITY BLOCK 8952, AND APPROPRIATING
THE SUM OF \$1025.00 TO PAY FOR SAME

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

1. That the deed from Juan Medina and wife, Maria Medina, conveying to the City of San Antonio the following described property:

Lots 7 and 8, Block 5, New City Block 8952, (Normoyle Heights), as recorded in plat records of Bexar County, Volume 1625, page 242.

be and is hereby accepted.

2. That the sum of \$1025.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to TEXAS TITLE GUARANTY COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,221

ACCEPTING A DEED FROM FRANCISCO AND MARGARITA
RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO,
LOTS 11 AND 12, BLOCK 4, N.C.B. 8952, AND APPROPRIATING
THE SUM OF \$800.00 TO PAY FOR SAME

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

1. That the deed from Francisco and Margarita Rodriguez conveying to the City of San Antonio the following described property:

Lots 11 and 12, Block 4, New City Block 8952, Normoyle Heights,

be and is hereby accepted.

2. That the sum of \$800.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Guaranty Company, to be used in payment for such land.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,222

APPROVING THE PURCHASE OF PARCEL #1035, BEING THE EAST 73.75 FEET OF LOTS 7 AND 8 (A-8), NEW CITY BLOCK 1284, ACCEPTING A DEED FROM MRS. IDA SCHULTZ (FORMERLY SCHUBACH), A WIDOW, FOR A CONSIDERATION OF \$6,250.00 AND APPROPRIATING SAID SUM TO PAY FOR SAME

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

1. That the purchase of the east 73.75 feet of Lots 7 and 8 (A-8), NCB 1284, for the sum of \$6,250.00 be and is hereby approved and that the deed from Mrs. Ida Schultz (formerly Schubach) a widow, conveying said land to the City of San Antonio, be and is hereby accepted.
2. That the sum of \$6,250.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Stewart Title Company, to be used in payment for said land.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,223

ACCEPTING THE OFFER OF TIM F. HART AND WIFE, FLORENCE HART, TO SELL TO THE CITY OF SAN ANTONIO PORTIONS OF LOT 18, AND LOT 5, BLOCK 6, NEW CITY BLOCK 3733, BEING PARCEL #407, ON THE STATE HIGHWAY RIGHT OF WAY MAP FOR THE SUM OF \$10,000.00

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

1. That the offer of Tim F. Hart and wife, Florence Hart to sell to the City of San Antonio, Parcel #407 as shown by the State Highway Expressway right of way map, being portions of Lots 18 and 5, in Block 6, NCB 3733, for the sum of \$10,000.00, be and is hereby approved, and accepted.
2. That Alamo Title Company is and shall be the escrow agent of buyer and seller.
3. That the City Manager be and is authorized to accept deed from the above named grantors describing the property by metes and bounds supplied by State Highway Department, and approved by Legal Department.
4. That the escrow agent will hold \$1,000.00 from purchase price until possession has been delivered by owner to the City of San Antonio.
5. That the sum of \$10,000.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Alamo Title Company, to be used to pay for said land.
6. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,224

ACCEPTING A DEED FROM RUDOLPH AND GLORIA GOMEZ, CONVEYING TO THE CITY OF SAN ANTONIO, PARTS OF LOT 18 "A", NEW CITY BLOCK 7905, AND APPROPRIATING THE SUM OF \$500.00 TO PAY FOR SAME

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

1. That the deed from Rudolph Gomez, and Gloria Gomez, conveying to the City of San Antonio the following described property:

Part of Lot 18 "A", New City Block 7902, better described as follows:

BEGINNING at the existing Northwest corner of Lot 18 "A", New City Block 7902 in the City of San Antonio, said point also being the point of intersection of the division line between Lot 15 and Lot 18 "A" and West line of New City Block 7902 ;

THENCE in an Easterly direction along the division line between Lot 15 and Lot 18 "A", a distance of 60.52 feet to a point for a corner, said point also being 39.68 feet Westerly from the Northeast corner of Lot 18 "A" measured along said division line between Lot 15 and Lot 18 "A";

THENCE, in a Southwesterly direction, a distance of 206.98 feet, more or less, across Lot 18 "A", to a point for a corner on the West line of Lot 18 "A" and the West line of New City Block 7902;

THENCE in a Northerly direction along the West line of New City Block 7902 and the West line of Lot 18 "A", a distance of 197.55 feet to the point or place of BEGINNING,

be and is hereby accepted.

2. That the sum of \$500.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Stewart Title Guaranty Company, to be used in payment for such land.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,225

APPROVING THE PURCHASE OF PARCELS 427, 431, AND 433, ACCEPTING A DEED CONVEYING SAID PROPERTY TO THE CITY OF SAN ANTONIO, AND APPROPRIATING THE SUM OF \$10,475.00 TO PAY FOR SAME

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

1. That the purchase of Parcels 427, 431 and 433 being the east 20 feet of the south 173 feet of Lot 5; also the north 100 feet of the south 173 feet of the east 135.45 feet of Lot 5, New City Block 7912; also the west 46 feet of the east 88.15 feet of the south 273 feet of Lot 5, New City Block 3912 for the sum of \$10,475.00 be and is hereby approved and that the deed submitted herewith from Alfred P. and Olga Flores conveying said property be and is hereby accepted.

2. That the sum of \$10,475.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Stewart Title Company, which shall act as the escrow agent of the parties, to be used in payment for said land.

3. The said escrow agent shall withhold from said money the sum of \$1,000.00 until possession of the above premises shall be delivered to and accepted by City of San Antonio, Texas.

4. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,226

APPROVING THE PURCHASE OF PARCEL #853, BEING THE SOUTH FIVE (5) FEET OF LOT 4, BLOCK 13, NEW CITY BLOCK 2615, ACCEPTING DEED FROM MRS. CARMEN TAPIA DE QUIROZ, CONVEYING SAID PROPERTY TO THE CITY OF SAN ANTONIO AND APPROPRIATING THE SUM OF \$60.00 TO PAY FOR SAME, SAID PARCEL BEING #853.

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

1. That the purchase of Parcel #853, being the South five (5) feet of Lot 4, Block 13, NCB 2615 be and is hereby approved, and the deed from Carmen Tapia de Quiroz, a widow, conveying this tract of land to the City of San Antonio, be and is hereby accepted.

2. That the sum of \$60.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Guardian Abstract & Title Company, to be used in payment for said tract of land.

3. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,227

APPROVING THE PURCHASE OF PARCELS 369, 370, 374, 375 INCLUDING ALL IMPROVEMENTS, SAID PARCELS BEING LOTS 3, 4, 18 AND 19, IN BLOCK 3, NCB 6675, FOR THE SUM OF \$9400.00, ACCEPTING A DEED FROM ANTONIO CARMONA AND ANGELITA CARMONA, CONVEYING SAID PROPERTY TO THE CITY OF SAN ANTONIO, AND APPROPRIATING THE SUM OF \$9400.00 TO PAY FOR SAME

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

1. That the purchase of Parcels 369, 370, 374, and 375, being Lots 3, 4, 18 and 19, in Block 3, NCB 6675, be and is hereby approved and the deed from Antonio Carmona and Angelita Carmona be and is hereby accepted.
2. That the sum of \$9,400.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Funds payable to Alamo Title Company, the escrow agent of the buyer and seller.
3. That the escrow agent be and is hereby directed to with hold \$940.00 of the purchase price until possession of the premises has been delivered to and accepted by the City of San Antonio.
4. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,228

ACCEPTING A DEED FROM REYMONDO RODRIGUEZ AND WIFE, MARIA INEZ RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO, PART OF LOT 10, BLOCK 12, NEW CITY BLOCK 2640, AND APPROPRIATING THE SUM OF \$1,000.00 TO PAY FOR SAME

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

1. That the deed from Reymondo Rodriguez and wife, Maria Inez Rodriguez conveying to the City of San Antonio the following described property:

Part of Lot 10, Block 12, New City Block 2640, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 642, page 346, Deed and Plat Records of Bexar County, Texas.

be and is hereby accepted.
2. That the sum of \$1000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT AND TITLE COMPANY to be used in payment for such property.
3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,229

APPROPRIATING THE SUM OF \$120.00, \$40.00 OF WHICH IS TO BE PAID TO WALTER A. GOODWIN, \$40.00 TO R. ROBERT LOZANO AND \$40.00 TO BERT C. FRY FOR SERVICES RENDERED, OUT OF 1955 EXPRESSWAY R.O.W. BOND FUND

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

1. That the sum of \$120.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund out of which said \$120.00, \$40.00 is to be paid to Walter A. Goodwin, \$40.00 to R. Robert Lozano, and \$40.00 to Bert C. Fry, for services rendered in Condemnation Cases - 46560, City of San Antonio vs. Celestino Trevino; City of San Antonio vs. Hijinio Quesada, 46561; and 46562, City of San Antonio vs. Alberto Gomez, all pending in Court Court No. 1, of Bexar County, Texas.
2. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher, City Clerk

AN ORDINANCE 22,230

APPROVING A SETTLEMENT WITH MR. GEORGE WOHLFORTH
BY WHICH THE CITY PAYS \$450.00 FOR PARCEL #715

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

1. That the purchase of Parcel #715 for the sum of \$450.00 be and is hereby approved.
2. That the deed from Mr. George Wohlforth conveying to the City of San Antonio a portion of Lot 1, Block 3, New City Block 8054 be and is hereby accepted.
3. That the sum of \$450.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Company, to be used in payment for said land.
4. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,231

APPROVING THE PURCHASE OF LOTS 13 AND 14 IN
BLOCK 4, NCB 8952, FOR THE SUM OF \$800.00
ACCEPTING DEED FROM THE INDEPENDENT EXECUTOR
AND INDEPENDENT EXECUTRIX OF THE ESTATES OF ED.
A. SEIDEMAN AND HATTIE SEIDEMAN, BOTH DECEASED,
CONVEYING TO THE CITY OF SAN ANTONIO SAID LOTS
AND APPROPRIATING THE SUM OF \$800.00 TO PAY FOR
SAID LOTS

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

1. That the purchase of Lots 13 and 14, in Block 4, NCB 8952, for the sum of \$800.00 be and is hereby approved.
2. That the deed from the independent executors of the estates of Ed A. Seideman and Hattie Seideman, both deceased, conveying said lots to the City of San Antonio, be and is hereby accepted.
3. That the sum of eight hundred dollars (\$800.00) be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Guaranty Company, to be used in payment for said lots, conditioned upon delivery to the City of San Antonio, title guaranty policy.
4. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,232

APPROVING THE PURCHASE OF PARCELS 201, 202 AND 203,
BEING ALL OF LOTS 11 AND 12 AND A PART OF LOT 10,
IN BLOCK 8, NEW CITY BLOCK 3911, ACCEPTING A DEED
FROM THE OWNERS NAMED HEREINBELOW AND APPROPRIATING
THE SUM OF \$11,000.00 A PART OF WHICH IS TO BE USED
IN PAYMENT FOR SAID PROPERTY

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

1. That the purchase of Parcels 201, 202, and 203 being all of Lots 11 and 12, and part of Lot 10, be and is hereby approved and the deed from Cleofas Saenz, a widow, Beatrice Ramirez, J. L. Ramirez, Lucille Saenz be and is hereby accepted subject to conditions stated hereinbelow.
2. That the sum of \$11,000.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Guardian Title Company to be used in the purchase of said property subject to the conditions stated hereinbelow:

In the event the sellers exercise the option given in the contract hereto attached, \$3,500.00 shall be returned to the City of San Antonio as the repurchase price of said house; and the balance of \$7,500.00 shall be used in the payment for said property.

3. This ordinance makes and manifests a bill of sale to sellers named above conveying said house to sellers.

4. In the event sellers named herein fail or refuse to exercise said option, this ordinance and the approval of the contract and the acceptance of the deed herein shall be null and void and of no effect.

5. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,233

CHANGING THE NAMES OF CERTAIN STREETS LOCATED WITHIN
THE CITY OF SAN ANTONIO

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

1. The name of that portion of Broadview Drive which extends from Kenny Road north-west to New City Block 11631 is hereby changed to Greatview Drive.

2. The name of that portion of Oak Glen Drive which extends from Prinz Drive north-west to Sunflower Lane is hereby changed to Grey Oak Drive.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,234

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE
REFUNDS OF FEES CHARGED FOR UNUSED BUILDING PERMITS

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

1. The Director of Finance is hereby authorized to make refunds of fees charged for unused building permits, as follows:

<u>Name</u>	<u>Permit No.</u>	<u>Date</u>	<u>Amount of Refund</u>
Aztec Building Corp.	B 12035	11-23-55	\$10.50
Federal Lumber Company, Inc.	B11473 & B11474	11-14-55	23.50
Gilbert E. Kinder	B9883 & B9884	10-11-55	38.50

2. Said refunds shall be paid out of the 1955-56 General Fund - Claims and Refunds, Account No. 55-01-01.

3. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,235

AUTHORIZING THE DIRECTOR OF FINANCE TO REDEEM THIRTY
1949 PARK REVENUE BONDS, NOS. 51-80 INCLUSIVE, AND
AUTHORIZING PAYMENT OF \$15,000.00 OUT OF 1949 PARK
REVENUE BOND FUND FOR THE REDEMPTION OF SAID BONDS

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

1. The Director of Finance is hereby authorized to redeem the following 1949 Park Revenue Bonds:

<u>Bond No.</u>	<u>Amount</u>	<u>Maturity Date</u>	<u>Total</u>
51-56 inclusive	\$500.00 each	1-15-65	\$3,000.00
57-62 inclusive	\$500.00 each	1-15-66	3,000.00
63-68 inclusive	\$500.00 each	1-15-67	3,000.00
69-74 inclusive	\$500.00 each	1-15-68	3,000.00
75-80 inclusive	\$500.00 each	1-16-69	3,000.00

2. Payment of \$15,000.00 is hereby authorized out of 1949 Park Revenue Bond Fund, payable to W. W. McAllister, holder of said bonds, for the redemption thereof.

3. PASSED AND APPROVED this 26th day of January, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

A RESOLUTION ✓

REAFFIRMING THE NEED FOR LOW-RENT HOUSING

WHEREAS, it is the policy of the City of San Antonio to eliminate substandard and other inadequate housing, to prevent the spread of slums and blight, and to realize as soon as feasible the goal of a decent home in a suitable living environment for all of its citizens; and

WHEREAS, the United States Housing Act of 1937, as amended, provides that there shall be local determination of need for low-rent housing to meet needs not being adequately met by private enterprise; and

WHEREAS, low-rent housing is needed to assist in meeting the housing goal of this locality; and

WHEREAS, the application of the Housing Authority of the City of San Antonio, Texas, as required by said United States Housing Act, was heretofore approved by the Council of the City of San Antonio on December 17, 1949; NOW, THEREFORE:

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

1. There still exists, in the City of San Antonio, Texas, a need for low-rent housing at rents within the means of low-income families.

2. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,236

ACCEPTING THE ATTACHED BID OF BURROUGHS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO TAX DIVISION WITH THREE VALIDATING MACHINES FOR A TOTAL OF \$2,521.80

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

1. That the attached bid of Burroughs Corporation, 426 S. Main Avenue, San Antonio, Texas, dated January 20, 1956, to furnish the City of San Antonio, Department of Finance, Tax Division with three Model 10 10 312 Validating Machines for a total of \$2,521.80, be and the same is hereby accepted.

2. That the bid of Burroughs Corporation is attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Department of Finance, Tax Division, Account No. 06-03-03.

4. That this is the one and only bid received.

5. PASSED AND APPROVED this 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,237

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

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

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

(Case No. 607)

The re-classification and re-zoning of Lots 1, 2, and 3, N.C.B. 8712, from "A" TEMPORARY RESIDENCE DISTRICT to "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 26th day of January A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,238

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, WATER WORKS BOARD OF TRUSTEES, AND GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY FOR THE CONSTRUCTION, OWNERSHIP, MAINTENANCE, AND USE OF ONE 8-INCH WATER LINE CROSSING AT ENGINEER'S CHAINING STATION 13375/32

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

1. That the City Manager be and he is hereby duly authorized and fully empowered to enter into and execute, for and in the name of the City of San Antonio, one certain written agreement dated January 18, 1956, between the City of San Antonio, Water Works Board of Trustees, City of San Antonio, and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, herein called Carrier, respecting among certain things the construction, ownership, maintenance, and use of one certain 8-inch water line crossing Carrier's premises at Engineer's Chaining Station 13375/32, at or near Adams, Bexar County, Texas, all as more particularly set out in said agreement, to which reference is made the same as if fully set out herein.

2. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,239

APPROVING AMENDMENT TO COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS

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

1. The amendment to Cooperation Agreement between the City of San Antonio, Texas, and the Housing Authority of the City of San Antonio, Texas, attached hereto and marked Exhibit "A", is hereby approved.

2. The Mayor is hereby authorized and directed to execute the Amendment to the Cooperation Agreement in the name of the City of San Antonio, Texas, and the City Secretary is hereby directed to seal and attest the Amendment to Cooperation Agreement with the seal of the City of San Antonio, Texas.

3. This ordinance shall become effective immediately.
4. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

EXHIBIT "A"

AMENDMENT TO COOPERATION AGREEMENT
between
CITY OF SAN ANTONIO, TEXAS
and
HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS

WHEREAS, on the 17th day of December, 1949, the City of San Antonio, Texas, (herein called the "Municipality") and the Housing Authority of the City of San Antonio, Texas (herein called the "Local Authority") entered into a Cooperation Agreement (herein called the "Agreement") whereby the Local Authority agreed to undertake the development of certain low-rent housing units and the Municipality agreed to assist and cooperate with the Local Authority in such development; and

WHEREAS, the Municipality and the Local Authority are desirous of amending the Agreement to permit the Municipality to share in any revenues from the housing units after retirement of Local Authority Bonds and other obligations:

NOW, THEREFORE, in consideration of the premises it is agreed that the Agreement be and it is hereby amended by inserting the following new Paragraph 11 in the Agreement:

"11. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no annual contributions contract had been entered into prior to August 2, 1954, between the Local Authority and the Public Housing Administration;

"(1), After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the Public Housing Administration in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the Public Housing Administration and to the Municipality on behalf of the local public bodies which have contributed to such project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the Public Housing Administration and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority.

"(2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the Public Housing Administration, and the Proceeds of such sale together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the Public Housing Administration and the local public bodies as provided in clause 1 (a) of this Section 11: Provided, that the amounts to be paid to the Public Housing Administration and the local public bodies shall not exceed their respective total contribution to such Project;

"(3) The Municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this Section 11 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project."

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively caused this Amendment to be duly executed as of the 2nd day of February, 1956.

CITY OF SAN ANTONIO, TEXAS,

/s/ E. R. Crumrine
Mayor Pro-tem

ATTEST:
/s/ J. H. Inselmann
Asst. City Clerk

HOUSING AUTHORITY OF THE CITY OF
SAN ANTONIO, TEXAS

By _____
Chairman

ATTEST:

Secretary