

- (99) VOLUME DAMPER is a plate installed in a duct system for the purpose of regulating air.
- (100) WALL HEATER, UNVENTED OPEN-FLAME RADIANT TYPE is a room heater of the open front type, designed for insertion in or attachment to a wall or partition, having fully exposed flames, the heat from which is reflected by ceramic radiants or a metal asbestos, clay back or equivalent backwall-reflecting surface. It incorporates no concealed venting arrangements in its construction and discharges all products of combustion through the open front into the room being heated.
- (101) WARM AIR FURNACE is any air heating appliance designed or arranged to discharge heated air through any duct or ducts. This definition shall include gravity type warm air furnaces.
- (102) WARM AIR PANEL SYSTEMS are those where a false ceiling provide a plenum space for the warm air.
- (103) WELDED JOINT, for the purpose of this Code, is a gas-tight joint, obtained by the joining of metal parts in the plastic or molten state.

3. THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER DECEMBER 31, 1957.

4. PASSED AND APPROVED THIS 27th. DAY OF NOVEMBER, 1957.

**J. EDWIN KUYKENDALL**

MAYOR

ATTEST:

**J. FRANK GALLAGHER**

CITY CLERK

AN ORDINANCE 25,813 *alley closing*  
*5-11-57*

ABANDONING AND CLOSING A 12.0 FOOT ALLEY IN NEW CITY BLOCK 3857 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THEREOF TO FRANK M. GILLESPIE, SR., IN CONSIDERATION FOR THE EXECUTION AND DELIVERY BY THE SAID FRANK M. GILLESPIE, SR. OF HIS INSTRUMENT OF DEDICATION CONVEYING TO THE CITY OF SAN ANTONIO A STRIP OF LAND 23 FEET WIDE OFF THE SOUTH PART OF NEW CITY BLOCK 3857 FOR PUBLIC PURPOSES

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

1. That a 12.0 foot alley in New City Block 3857 lying within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows, to-wit:

A certain strip or alley TWELVE (12.0) FEET IN width extending Eastward from Broadway to Haywood Avenue through New City Block 3857, in the City of San Antonio, Bexar County, Texas, said strip or alley being more particularly described as follows:

BEGINNING at a point on the West line of Haywood Avenue at its intersection with the North line of said 12.0 foot alley, being 150.0 feet South from the South line of Brahan Blvd., and being the Southeast corner of Lot 1, in said New City Block 3857;

THENCE, South with West line of Haywood Avenue, a distance of 12.0 feet to a point, being the Northeast corner of said Lot 32 in New City Block 3857;

THENCE, West and parallel with the South line of Brahan Blvd., a distance of 821.54 feet to a point at its intersection with the East line of Broadway, being the Northwest corner of Lot 17, in New City Block 3857;

THENCE, with East line of Broadway, North  $17^{\circ} - 44'$  East, a distance of 12.6 feet to a point, being the Southwest corner of Lot 16 in New City Block 3857;

THENCE, East and parallel with <sup>BRAHAN</sup> ~~Broadway~~, a distance of 817.7 feet to the place of BEGINNING,

be and the same is hereby abandoned and closed;

2. That the City Manager be and is hereby authorized to execute a quitclaim deed to the aforesaid closed alley to Mr. Frank M. Gillespie, Sr., in consideration of the execution

and delivery by the said Frank M. Gillespie, Sr. of his instrument of dedication conveying to the City of San Antonio for public purposes the following described land in New City Block 3857, lying within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows, to-wit:

A certain strip of Land TWENTY-THREE (23.0) FEET WIDE, for the purpose of widening Cunningham Avenue, off the South part of New City Block 3857, in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a steel rod on the present North line of Cunningham Avenue at its intersection with the West line of Haywood Avenue, being the Southeast corner of New City Block 3857;

THENCE, with the North line of Cunningham Avenue, being the South line of New City Block 3857 as follows:

South 89° - 42' West, 433.29 feet to a steel rod at a point of Curve;

THENCE, in a Westerly direction with a curve to the right whose radius is 674.69 feet for a distance of 154.85 feet to a steel rod at a point of tangent;

THENCE, North 77° - 09' West, 35.85 feet to a steel rod at a point of Curve;

THENCE, in a Westerly direction with a curve to the left whose radius is 656.93 feet for a distance of 150.39 feet to a steel rod at a point of tangent;

THENCE, South 89° - 44' West, 55.3 feet to an iron pipe on the East line of N. Alamo Street, being the Southwest corner of New City Block 3857;

THENCE, with East line of North Alamo Street, North 18° - 26' West, 24.11 feet to an iron pipe, the Northwest corner of this parcel of land;

THENCE, in an Easterly direction with the newly established North line of Cunningham Avenue as shown on Plat of the re-subdivision of New City Block 3857 and recorded in Volume 3975, Page 136, in the Plat Records of Bexar County, Texas, as follows:

North 89° - 44' East, 62.85 feet to a steel rod at a point of Curve;

THENCE, in an easterly direction with a curve to the right whose radius is 679.93 feet for a distance of 155.67 feet to a steel rod at a point of tangent;

THENCE, South 77° - 09' East, 35.85 feet to a steel rod at a point of Curve;

THENCE, in an easterly direction with a curve to the left whose radius is 651.69 feet for a distance of 149.58 feet to a steel rod at a point of tangent;

THENCE, North 89° - 42' East, 433.29 feet to an iron pipe on the West line of Haywood Avenue, the Northeast corner of this parcel of land;

THENCE, south with the West line of Haywood Avenue for a distance of 23.0 feet to the place of BEGINNING.

3. PASSED AND APPROVED this the 27th day of November, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,813-A

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

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

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

(CASE NO. 886)

The re-zoning and re-classification of Lot 64, N.C.B. 9494, from "C" RESIDENCE DISTRICT and "J" COMMERCIAL DISTRICT to "JJ" COMMERCIAL DISTRICT

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

3. That the Chief Building Inspector and the Director of Planning shall change

their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,814

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DOBBINS METAL PRODUCTS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE - SIGN AND PAINT SHOP WITH 600 DIAMOND SHAPED TRAFFIC SIGN BLANKS FOR A TOTAL OF \$1,344.00

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

1. That the low qualified bid of Dobbins Metal Products dated November 29, 1957, to furnish the City of San Antonio Department of Public Works - Building Maintenance - Sign and Paint Shop with 600 diamond shaped traffic sign blanks for a total of \$1,344.00, less 1/2 of 1%-10 days, be and the same is hereby accepted.
2. That the low qualified bid of Dobbins Metal Products is attached hereto and made a part thereof.
3. THAT payment be made from Fund 9-01, Working Capital, Code No. 6-61.
4. That all other bids received are hereby rejected.
5. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,815

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOTOROLA COMMUNICATIONS AND ELECTRONICS INC., TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH TWO ANTENNAS AND OTHER EQUIPMENT FOR RADIO MAINTENANCE FOR A TOTAL OF \$2729.40

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

1. That the attached low qualified bid of Motorola Communications and Electronics Inc., dated July 31, 1957, to furnish the City of San Antonio Police Department with certain antennas and other equipment for a total of \$2,729.40 - 30 day delivery, be and the same is hereby accepted.
2. That the low qualified bid of Motorola Communications, and Electronics, Inc., is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Police Department, Account No. 07-04-02.
4. That all other bids received are hereby rejected.
5. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,816

ACCEPTING THE ATTACHED LOW BID OF H. B. ZACHRY COMPANY TO MAKE REPAIRS TO RUNWAY 17-35 AND TAXIWAY NO. 2 AT THE INTERNATIONAL AIRPORT FOR A TOTAL OF \$3,186.00

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

1. That the attached low qualified bid of H. B. Zachry Company, dated November 27, 1957 to make repairs to Runway 17-35 and Taxiway No. 2 at the International Airport, San Antonio, Texas, for a total of \$3,186.00 be and the same is hereby accepted.
2. That the low qualified bid of H. B. Zachry Company is attached hereto and made a part thereof.
3. That payment be made from Fund 8-01, Account No. 12-02-02, San Antonio International Airport - Department of Aviation.
4. That all other bids received are hereby rejected.
5. PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,817

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL OF BUILDINGS LOCATED ON CITY OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDERS

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

1. That the following high bids submitted for purchase of buildings located on City owned property are hereby accepted, to be moved:

<u>Parcel</u>	<u>Project</u>	<u>Bidder</u>	<u>Location</u>	<u>Amount of Bid</u>
2018	#87 North	K. Breen	1301 Hildebrand	828.00
3044	Hackberry	Ed Slavin	251 Ward	226.00
3045	"	I. L. Gilbert	250 Ward	1480.00
3057	"	Ed Golla	205 Linda Lou	806.00
3118	#69	Frank H. Silcock	127 Rosebud Lane	1438.00

Buyers shall have thirty (30) days from date hereof to remove the above improvements and clear lots.

2. All other bids on the above named parcels are hereby rejected.
3. This ordinance makes and manifests a bill of sale to the successful bidders named in Paragraph 1 hereof to the buildings on which they were successful bidders; subject, however, to the conditions contained in the advertisements for bids and of the proposals of the successful bidders submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraph 1. Time is of the essence of these sales, and buyers must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.
4. All bids submitted for purchase of buildings on the following parcels are hereby rejected:

None

5. PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,818

ACCEPTING A DEED FROM LELAND HASTINGS, CONVEYING TO THE CITY OF SAN ANTONIO THE EAST 16 1/2 FEET OF THE SOUTH 114 FEET OF TRACT 32, NEW CITY BLOCK A-28 AND THE EAST 16 FEET OF THE NORTH 53.5 FEET OF TRACT 30, NEW CITY BLOCK A-28, FOR THE WIDENING OF SOUTH HACKBERRY STREET, 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 Leland Hastings, 443 Cosgrove, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

The east 16 1/2 feet of the South 114 feet of Tract 32, New City Block A-28, (except that part sold to the City of San Antonio by Deed recorded in Volume 3925, Page 34, of the Deed and Plat Records of Bexar County, Texas)

The east 16 feet of the North 53.5 feet of Tract 30, New City Block A-28, (except that part sold to the City of San Antonio by Deed recorded in Volume 3925, Page 34, of the Deed and Plat Records of Bexar County, Texas.),

be and is hereby accepted.

2. That the sum of FIVE HUNDRED (\$500.00) AND NO/100 DOLLARS, be and is hereby appropriated out of the Street Improvement Bond, 1956 Series, Account No. 479-01, payable to the STEWART TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,819

ACCEPTING A DEED FROM DOROTHY LEE MEADOR, CONVEYING TO THE CITY OF SAN ANTONIO THE SOUTH 13 FEET OF LOT 5, BLOCK 6, NEW CITY BLOCK 3933, LOS ANGELES HEIGHTS PLAT 105/284, AND APPROPRIATING THE SUM OF \$1150.00 TO PAY FOR SAME

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

1. That the deed from Dorothy Lee Meador, a feme sole, 1327 West Hildebrand, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

The South 13 feet of Lot 5, Block 6, New City Block 3933, LOS ANGELES HEIGHTS, according to map or plat recorded in Volume 105 Page 284 of the Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of ONE THOUSAND ONE HUNDRED FIFTY (\$1150.00) AND NO/100 DOLLARS, be and is hereby appropriated out of the Expressway and Street Improvement Bond, Series 1955, Section "A", Account No. 478-01, payable to the SECURITY TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## A RESOLUTION

REQUESTING THE TEXAS HIGHWAY DEPARTMENT TO CONTRACT WITH THE CITY OF SAN ANTONIO UNDER THE PROVISIONS OF HOUSE BILL NO. 620 ACTS OF THE FIFTY-FIFTH LEGISLATURE REGULAR SESSION 1957, FOR THE ACQUISITION OF RIGHT OF WAY ON SECTIONS OF URBAN HIGHWAYS LOOP 13 EXPRESSWAY FROM SKYWAY BOULEVARD TO THE M.K.T. RAILROAD AND U. S. 90 WEST EXPRESSWAY FROM U. S. 81 (INTERSTATE 35) TO THE WEST CITY LIMITS OF SAN ANTONIO

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

1. Funds having been made available by the adoption by the Citizens of San Antonio at an election on October 22, 1957 of a bond program which includes funds for expressway rights-of-way, the City of San Antonio requests the Texas Highway Department to enter into a formal agreement for the acquisition of rights-of-way on the following listed sections of primary urban highways under the right-of-way provisions of House Bill No. 620, Acts of the Fifty-fifth Legislature, Regular Session, 1957, under which by reimbursement, the State and City may share equally the cost of acquisition.

1. Loop 13 Expressway - From Skyway Boulevard to the M.K.T. Railroad;
  2. U. S. 90 West Expressway - From U. S. 81 (Interstate 35) to the West City Limits of San Antonio. (For protective buying only).
2. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,820

## MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WILFORD F. PICKARD FOR ENGINEERING SERVICES ON CERTAIN STREET IMPROVEMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City" and Wilford F. Pickard, hereinafter called the "Engineer", as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

Participation Paving Project No. B, not to exceed 100 blocks.

## SECTION I

## CHARACTER AND EXTENT OF SERVICES

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

## A. Preliminary Phase:

- (1) Attend preliminary conferences with City officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly the Engineer's recommendations. Such report shall conform to the master plan as near as possible where applicable. Such report should include a plan for coordinating and scheduling with other proposed projects where possible conflicts are involved.
- (3) Furnish the City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates.
- (4) Furnish City with statement of anticipated completion time of design phase after approval of preliminary phase by Director of Public Works.

B. Design Phase:

- (1) Perform field surveys necessary to collect information required in the design of the project. Establish a minimum of one permanent bench mark set to U. S. Coast and Geodetic Survey Datum, at a location approved by the City.
- (2) Plan and supervise other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by City, if authorized in accordance with Section III D.
- (3) Furnish to the City, a detailed right-of-way map showing all dimensions bearing ties, control points and staking of right-of-way. Furnish seven (7) copies of individual plats and field notes for acquisition of right-of-way. (For payment for this service, see Sec. III C-5)
- (4) Prepare detailed contract drawings and specifications for construction authorized by the City. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval. On sanitary sewer projects, the Engineer shall design the sewer system to provide gravity flow connection to all properties abutting the sewer line. In instances where the Engineer feels this is impossible or impracticable, such property shall be clearly indicated on the plans by lot and block number and house number together with the necessary elevation required for connection.

On street projects, the following shall be furnished:

PLANALIGNMENT:

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

RIGHT-OF-WAY:

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

**UTILITIES:**

Show location of all existing underground utility mains, valves, manholes, clean-outs, fire hydrants, water meters, storm sewers, utility poles and guys. Indicate manholes and clean-outs to be adjusted.

**EXISTING IMPROVEMENTS:**

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

**PROPOSED IMPROVEMENTS:**

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

**MISCELLANEOUS:**

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

**PROFILE:**

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

**TITLE SHEET:**

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

**TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES:**

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

**CROSS SECTIONS:**

Cross sections must be submitted for approval, but shall not be included in the final plans.

- (5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.
- (6) Furnish to the City, for approval, a copy of the final design plans and specifications before proceeding with Step 7.
- (7) Furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)
- (8) Assist the City in the advertisement of the project for bids.
- (9) Assist the City in the opening and tabulation of bids for construction on the project and recommend to the City as to the proper action on all proposals received. Furnish the City with five (5) copies of the bid tabulations and recommendation.
- (10) Assist in the preparation of formal contract documents for the award of contracts.
- (11) Perform the necessary engineering services in connection with the construction layout survey on the ground for the project. (Construction stakes, cut sheets, etc.) This service shall be performed upon request of the City, and not before.

**C. Construction Phase:**

(1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of the Engineer or a competent representative of the Engineer to the site of construction. In the administration of the project, the Engineer will endeavor to protect the City against defects and deficiencies in the work of contractors but he does not guarantee the performance of their contracts.

**STAKE-OUT: (on street projects only)**

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

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

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

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

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

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

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

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

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

## SECTION II

### PERIOD OF SERVICE

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

After acceptance and approval by the City of the preliminary study and report, indicating any specific modifications or changes in scope desired by the City, the Engineer will proceed with the performance of the services called for in Section I B. (Design Phase) of this agreement so as to deliver completed plans, specification, and estimates of cost for all authorized construction on the project within the time outlines by the Engineer as specified in Section I A. (4). If the Engineer cannot complete the Design Phase as outlined, he shall notify the City of this fact together with reasons for the delay for approval by the City. Following the award by the City of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section I C. (Construction phase) of this agreement.

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

## SECTION III

### COORDINATION WITH THE CITY AND FEE SCHEDULE

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

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

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

#### A. Fee Schedule

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

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

The schedule used for payment of services shall be used on classification A above. The fee as computed from this schedule shall not be less than the maximum fee which would obtain if calculated under the next lower cost bracket. This sum is due and payable upon submission to the City of the required report, sketches and estimates, and approval and acceptance thereof by City, which shall take place within 45 days after submission of satisfactory and adequate information.

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

Preliminary Phase	10%	Based on Engineer's cost estimate
Design Phase	65%	Based on Engineer's cost estimate
Construction Phase	25%	Based on Actual construction cost

#### B. Method of Payment

Payment shall be made as follows:

Preliminary Phase --- total amount payable after approval of phase by the City.

Design Phase ----- partial payment may be made monthly upon submission of an invoice by the Engineer, and shall be based on the following:

Field Surveys ---	up to 30%
Plans -----	up to 30%
Construction Field layout --	up to 30%
Specifications -----	7% upon submission
Contract award -----	3% after recommendations as to proper action on proposal received.

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

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

If the project for which detailed plans and specifications has not been advertised for bid within 90 days after acceptance of the complete plans and specifications by the City, then 97% of the fee specified above for the design phase shall be paid by the City to the Engineer. Said payment shall be based on the estimated construction cost of the project. After a bid has been accepted, such bid shall constitute the true basis on which the Engineer's fee is calculated, and adjustments shall be made accordingly, so that the total fee paid to the Engineer shall be equal to the fee to which he is entitled hereunder, based on the actual cost of construction.

#### C. Services Not Included in Above Fees:

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

<u>Service</u>	<u>Basis of Compensation</u>
(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of materials or equipment.	Furnished directly by City.
(2) Restaking (to be done only when requested in writing by City)	
(a) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be reestablished. Restaking shall be done as specified in Section I C (1) hereof, and a cut sheet, based on such restake shall be prepared.	Salary cost plus 25% and reimbursement for other direct costs. Total cost not to exceed \$70.00 per 1,000 lineal feet of street.
(b) Drainage and sanitary sewer projects.	To be agreed on in writing.

- |   |   |
|---|---|
| (3) Additional copies of reports, and additional blueprint copies of drawings and specifications over ten unless otherwise agreed.              | Direct costs at standard reproduction cost.                                       |
| (4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project. | \$100.00 per diem for each day in which Engineer's presence is required by owner. |
| (5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments.  | To be agreed upon in writing.   |
| (6) Any extra services not included in contract but authorized by City in writing.  | To be agreed upon in writing.   |

## SECTION IV

## REVISION TO DRAWINGS AND SPECIFICATIONS

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

## SECTION V

## OWNERSHIP OF DOCUMENTS

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

## SECTION VI

## ARBITRATION OF DISPUTES

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

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

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

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

## SECTION VII

## TERMINATION

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

## SECTION VIII

## ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:k  
J. Frank Gallagher  
City Clerk

3. Signed and accepted this 3rd day of December, A. D. 1957.  
/s/ W. F. Pickard

## AN ORDINANCE 25,821

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

Same as Ordinance No. 25,820 except for paragraphs 1 and second paragraph of Section III A. which read as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated storm drainage and sanitary sewer improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 58B, including  
SANITARY SEWER IMPROVEMENT PROJECT NO. S-8.

STORM DRAINAGE IMPROVEMENT PROJECT NO. 96, including  
Sanitary Sewer Improvement Project No. S-3.

Section III.

The schedule used for payment of services shall be used on classification B above.

## AN ORDINANCE 25,822

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND EARL J. WENTWORTH FOR ENGINEERING SERVICES ON CERTAIN STREET IMPROVEMENTS

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

Same as Ordinance No. 25,820 except for paragraph No. 1 and second paragraph of Section III A. which read as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

PARTICIPATION PAVING PROJECT NO. E., not to exceed 100 blocks.

ZARZAMORA STREET, from Somerset Road to Missouri Pacific Railroad.

SECTION III.

The schedule used for payment of services shall be used on classification A above.

## AN ORDINANCE 25,823

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND DONOHO & CROSS FOR ENGINEERING SERVICES ON CERTAIN STREET IMPROVEMENTS

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

Same as Ordinance No. 25,820, except for paragraph No. 1 and the second paragraph of Section III A. which read as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

PARTICIPATION PAVING PROJECT NO. C, not to exceed 100 blocks.

WEST MARTIN STREET, from Pecos Street to McMullen Blvd.

DAUCHY ROAD, from Pine Street to Goliad Road

SECTION III.

The schedule used for payment of services shall be used on classification A above.

## AN ORDINANCE 25,824 ✓

AMENDING SECTION 60-51 OF THE SAN ANTONIO  
CITY CODE TO MAKE LOSOYA STREET ONE-WAY NORTHBOUND  
BETWEEN MARKET AND COMMERCE STREETS

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

1. That portion of Section 60-51 of the San Antonio City Code entitled "One-Way Streets", dealing with Losoya Street, is hereby amended to read as follows:

"Losoya Street, between East Houston Street and East Commerce Street, one-way, southbound;

Losoya Street, between East Commerce Street and Market Street, one-way, northbound;"

2. PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,825 ✓

AMENDING CHAPTER 60 OF THE SAN ANTONIO CITY  
CODE RELATING TO THE REGULATION OF TRAFFIC

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

1. Pursuant to authority granted by the Uniform Act Regulating Traffic on Highways, Acts of the Fiftieth Legislature, 1947, Chapter 421 (compiled as Article 670d, Vernon's Texas Civil Statutes Annotated) Sections 60-17, 60-19, 60-20-, 60-21, and 60-22 of the San Antonio City Code are re-enacted as follows:

Sec. 60-17. Traffic on streets closed for repairs.

It shall be unlawful for any person to lead or ride, or cause to be ridden, any horse, mule or other animal, or to drive, or cause to be driven, any carriage, wagon, cars, bicycle, dray, automobile, or any other vehicle, or to walk over, across, or upon any street or plaza in the city while such street or plaza is in the course of repair and has been closed to public travel, or after repairs have been completed but before such street or plaza shall have been opened by the city to public travel.

Sec. 60-19. Negligent collision.

If any person driving or operating or in charge of any motor vehicle, animal, railroad engine, railroad car, wagon, cart, dray or other vehicle, shall, by negligence cause or suffer or permit such vehicle to come into collision with any other vehicle of any nature whatever, or with any animal, person, street sign, street post, water plug, mailbox, or any other obstacle or object whatever, in or on any public street or any public place whatever in the City, such person shall be deemed guilty of negligent collision.

Sec. 60-20. Same - Definition and presumption

Negligence shall be defined as the want of such care and caution as a person of ordinary prudence would use under like circumstances.

Sec. 60-21. Duty of driver involved in collision.

The driver of any vehicle involved in an accident resulting in injury to or death of any person, or in total property damage to an apparent extent of not less than twenty-five dollars, or in any damage to traffic control devices or other public property, shall immediately stop such vehicle at the scene of such accident, and shall immediately and by the quickest means of communication, notify the police department of such accident, or cause such police department to be notified, and shall thereafter remain at the scene of such accident until a police officer arrives.

Sec. 60-22. Duty upon striking unattended vehicle.

The driver of any vehicle which collides with any private property under circumstances not requiring a report to the police department, shall immediately stop and then and there either locate and notify the owner or person in control of such private property, of the names and addresses of the driver and owner of the vehicle striking the private property, or shall leave in a conspicuous place in or on the private property, a written notice giving the names and addresses of the driver and owner of the striking vehicle and a statement of the circumstances under which the accident occurred.

2. Section 60-46 of the San Antonio City Code, fixing a speed limit in the business district at twenty-miles per hour, is repealed as unnecessary and obsolete because of the traffic signal system now in use in the business district of the City.

3. Section 60-47 of the San Antonio City Code is amended to read as follows:

Sec. 60-47. School Zones and School Crossing Zones.

(a) It shall be unlawful for any person to drive or operate any motor vehicle at a rate of speed in excess of twenty (20) miles per hour within a school zone or within 100 feet of a school crossing zone on any day of the regular or any special or summer term between the hours of 7:00 A.M., and 4:00 P.M.

(b) It shall be unlawful for any person to drive or operate any motor or other vehicle into or through any school crossing zone at a time when there is a child or children walking or standing therein; provided that the said school crossing zone has been indicated by signs or placards not less than 100 feet from said zone, and, in instances in which such zones have been established across paved streets, indicated by lines of white or yellow paint marking its boundaries, and in no instances shall any such zone be greater in width than 20 feet.

(c) It shall be unlawful for any person to so drive or operate a motor or other vehicle as to pass another vehicle within a school zone; It shall be a defense to prosecution for violation of this section that the vehicle passed was a motor bus stopped at a regularly designated bus stop.

4. Paragraph (j) of Section 60-1 of the San Antonio City Code is amended to read as follows:

(j) (1) "School or other institution of learning" means any public or private organization giving regular instruction and having an average daily attendance of 50 students or more. The traffic engineer shall from time to time designate in writing those establishments within this definition and shall file such designation with the City Clerk. Designation as provided herein shall be conclusive that such establishment is a school or other institution of learning for purposes of this Chapter.

(2) "School Zone" means each and every street and all public property or ways within 1000 feet of the boundaries of any school or other institution of learning.

(3) "School Crossing Zone" means that portion of any street or public property or way within or without any school zone which the traffic engineer may designate for the crossing of those attending a school or other institution of learning based upon a traffic and engineering survey and a finding that such school crossing zone is necessary for the safety of persons using the public streets and ways of the City. The traffic engineer shall file with the City Clerk each such designation before such designation shall be effective.

5. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,826

AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER MONEYS IN JOINT STREET IMPROVEMENT-SECTION A-FUND NO. 001 TO THE GENERAL FUND, BEING FUNDS PROVIDED FOR A PROJECT IN 1952-1953 NOT INITIATED

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

1. The Director of Finance shall transfer to the General Fund of the City all moneys remaining in the Special Assessment Fund, Joint Street Improvement Section A - Fund No. 001, in the amount of \$13,360.40 plus accrued interest since July 31, 1957. Such funds were provided for a street participation project in fiscal year 1952-1953 which was not initiated.

2. PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,827 ✓ *Fire Station*

ACCEPTING THE LOW BID OF WALTER SCHUBACH, IN THE AMOUNT OF \$56,000.00 FOR CONSTRUCTION OF A FIRE STATION TO BE LOCATED AT EVEREST STREET AND SANDALWOOD LANE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAME

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

1. The low bid of Walter Schubach, in the amount of \$56,000.00, for construction of a fire station to be located at Everest Street and Sandalwood Lane, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Walter Schubach the 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 sum of \$56,000.00 is hereby appropriated out of No. 479-04, Fire Improvement Bond Fund, payable to Walter Schubach, for said work; payment shall be made in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,828 ✓ *Traffic*

PROHIBITING THE USE OF PARK ROADS BY TRUCKS OF GREATER COMBINED BODY AND LOAD WEIGHT OF 7500 POUNDS; PROVIDING A PENALTY

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

1. The purpose of this ordinance is the protection of park roads, designed primarily for private passenger automobile traffic carrying passengers into and out of the public parks of the City for recreational purposes, from the damaging and deteriorating effects of heavy, through vehicular traffic.

2. All use of park roads by trucks having a combined body and weight, load in excess of seven thousand five hundred pounds is prohibited.

3. This ordinance shall not prohibit upon the park roads:

- (a) The operation of emergency vehicles;
- (b) The operation of trucks owned or operated by the City; by public utilities, by any contractor or materialman, while engaged in repair, maintenance or construction of park roads, or utilities within the park;
- (c) The operation of any truck serving a park function or performing a service for a concessionaire within a park.

4. Any person, firm, or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding two hundred dollars (\$200.00).

5. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,829 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MURRAY BROOKS FOR THE MANAGEMENT OF BRACKENRIDGE GOLF COURSE

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

1. This ordinance makes and manifests a contract by and between the City of San Antonio, a municipal corporation, of the State of Texas, located in the County of Bexar, hereinafter referred to as "City" and Murray Brooks, hereinafter referred to as "Manager" in words and figures as follows, to-wit:

WITNESSETH:

- 2. In consideration of the following covenants and agreements, the City does hereby appoint Murray Brooks as Manager of the Brackenridge Golf Course.
- 3. It is agreed and understood that Murray Brooks shall exercise general supervision over all operations of the Brackenridge Golf Course including the concessions operated in the Brackenridge Club House by Stadium Concessions Company and the said Murray Brooks shall be directly responsible to and subject to the supervision and control of the City Manager and Director of Parks and Recreation in carrying out the terms of this contract.
- 4. It is hereby agreed that Murray Brooks shall provide the City with a certified financial statement of his operation of the Brackenridge Golf Course each month, in form as prescribed by the Director of Finance.
- 5. As consideration for this agreement, the City agrees to pay to Murray Brooks, \$3,000 per year and in addition thereto, Murray Brooks is granted the right and privilege of operating the golf shop concession.
- 6. Murray Brooks agrees to pay to the City monthly 10% of the gross receipts from the sale of all items from the golf shop, including all golf ball sales. This sum shall be payable to the City Tax Assessor and Collector's Office by the 10th day of every calendar month this contract is in effect.
- 7. Murray Brooks agrees to maintain a complete and accurate set of books, reflecting the entire operation of the golf equipment and supplies concession, which said books shall at any and all times be subject to approval and inspection by the Director of Finance or his duly authorized representative.
- 8. All expenses incurred incidental to the operation of the Golf Shop concession shall be borne by Murray Brooks. The golf shop display authorized herein shall be subject to approval by the Director of Parks and Recreation.
- 9. It is expressly agreed and understood that all green fees, locker fees, and caddie fees now deposited with the City shall continue to be so deposited and shall accrue to the sole benefit of the City.
- 10. This contract is for a period of one year beginning January 1, 1958, and ending December 31, 1958.
- 11. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

12. The contract above constitutes the entire agreement between the City and Murray Brooks and is accepted in all things by the undersigned.

Murray Brooks

AN ORDINANCE 25,830 ✓

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND JACK CARNEY FOR THE MANAGEMENT OF RIVERSIDE GOLF COURSE

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

1. This ordinance makes and manifests a contract by and between the City of San Antonio, a municipal corporation, of the State of Texas, located in the County of Bexar, hereinafter referred to as "City" and Jack Carney, hereinafter rererred to as "Manager" in words and figures as follows, to-wit:

WITNESSETH:

- 2. In consideration of the following covenants and agreements the City does hereby appoint Jack Carney as Manager of the Riverside Golf Course.
- 3. It is agreed and understood that Jack Carney shall provide the Director of Parks with such information and reports as the said Director shall from time to time require.
- 4. It is hereby expressly agreed that Jack Carney shall provide the City each Month with a certified financial statement of his operation of the Riverside Golf Course in form as prescribed by the Director of Finance for the City of San Antonio.
- 5. As consideration for this agreement, the City agrees to pay to Jack Carney, \$3,000 per year and in addition thereto, Jack Carney is granted the right and privilege of operating the golf shop concession.
- 6. Jack Carney agrees to pay to the City monthly 10% of the gross receipts from the sale of all items from the Golf shop, including all golf ball sales. This sum shall be payable to the City of San Antonio at the Tax Assessor's and Collector's Office by the 10th day of every calendar month this contract is in effect.
- 7. Jack Carney agrees to maintain a complete and accurate set of books, reflecting the entire operation of the golf equipment and supplies concession, which said books shall at any and all times be subject to approval of and inspection by the Director of Finance or his duly authorized representative.

8. All expenses incurred incidental to the operation of the Golf Shop Concession shall be borne by Jack Carney. The golf shop display authorized herein shall be subject to approval by the Director of Parks and Recreation.

9. It is expressly agreed and understood that all green fees, locker fees, and caddie fees now deposited with the City shall continue to be so deposited and shall accrue to the sole benefit of the City.

10. This contract is for a period of one year beginning January 1, 1958, and terminating December 31, 1958.

11. PASSED AND APPROVED this 5th day of December, 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

12. The contract above constitutes the entire agreement between the City and Jack Carney and is accepted in all things by the undersigned.

/s/ Jack W. Carney

AN ORDINANCE 25,831

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WILLIAM BOUBLE FOR THE MANAGEMENT OF WILLOW SPRINGS GOLF COURSE

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

1. This ordinance makes and manifests a contract by and between the City of San Antonio, a municipal corporation, of the State of Texas, located in the County of Bexar, hereinafter referred to as "City" and William Bouble, hereinafter referred to as "Manager" in words and figures as follows, to-wit:

WITNESSETH:

2. In consideration of the following covenants and agreements, the City does hereby appoint William Bouble as Manager of the Willow Springs Golf Course.

3. It is agreed and understood that William Bouble shall exercise general supervision over all operations of the Willow Springs Golf Course including the concessions operated in the Willow Springs Club House by Stadium Concessions Company and the said William Bouble shall be directly responsible to and subject to the supervision and control of the City Manager and Director of Parks and Recreation in carrying out the terms of this contract.

4. It is hereby expressly agreed that William Bouble shall provide the City with a certified financial statement of his operation of the Willow Springs Golf Course each month, in form as prescribed by the City Director of Finance.

5. As consideration for this agreement, the City agrees to pay to William Bouble, \$3,000 per year and in addition thereto, William Bouble is granted the right and privilege of operating the golf shop concession.

6. William Bouble agrees to pay to the City monthly 10% of the gross receipts from the sale of all items from the golf shop, including all golf ball sales. This sum shall be payable to the City Tax Assessor and Collector's Office by the 10th day of every calendar month that this contract is in effect.

7. William Bouble agrees to maintain a complete and accurate set of books, reflecting the entire operation of the golf equipment and supplies concession, which said books shall at any and all times be subject to the approval of and inspection by the City Director of Finance or his duly authorized representative.

8. All expenses incurred incidental to the operation of the Golf Shop concession shall be borne by William Bouble. The golf shop display authorized herein shall be subject to approval by the Director of Parks and Recreation.

9. It is expressly agreed and understood that all green fees, locker fees, and caddie fees now deposited with the City shall continue to be so deposited and shall accrue to the sole benefit of the City.

10. This contract is for a period of one year beginning January 1, 1958 and ending December 31, 1958.

11. PASSED AND APPROVED this 5th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

12. This contract above constitutes the entire agreement between the City and William Bouble and is accepted in all things by the undersigned.

William Bouble

*City Pub Ser 132*

RESOLUTION

WITH REFERENCE TO THE SALE OF CERTAIN PROPERTY IN  
COMAL COUNTY CONSTITUTING A PART OF THE ELECTRIC AND  
GAS SYSTEMS UNDER THE JURISDICTION OF THE CITY PUBLIC  
SERVICE BOARD OF SAN ANTONIO

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

(1) On August 15, 1957, the City Council adopted an ordinance providing for the sale and conveyance of certain property in Comal County known as the "P & M Mills Plant" property, and on said day and in accordance with said Ordinance the Mayor and City Clerk of the City executed the deed for delivery in accordance with the sale to Mission Valley Mills Inc. In order to meet certain objections and requirements for the closing of said sale and the delivery of said deed this Resolution is adopted.

(2) That, since said P & M Mills Plant property is subject to the Lease Agreement and Contract between the City of San Antonio and Guadalupe-Blanco River Authority dated October 24, 1942, recorded in Volume 77, pages 44-82 of the Deed Records of Comal County, Texas, which lease and contract was assigned in part to Lower Colorado River Authority, as shown by Assignment recorded in Volume 76, pages 299-300 of the Deed Records of Comal County, Texas, the said Guadalupe-Blanco River Authority and Lower Colorado River Authority are hereby requested to execute an acquittance and release of all of their rights in and to said P & M Mills Plant property solely as an accomodation to the parties the sale, with the express agreement and understanding that by the execution and delivery of such release and acquittance none of the rights of Guadalupe-Blanco River Authority or Lower Colorado River Authority shall be in anywise affected or changed, except that the annual rental payable by Lower Colorado River Authority under said Lease and Contract dated October 24, 1942, shall be reduced in accordance with said Lease and Agreement by the sum of \$1,243.48; it having been agreed by Lower Colorado River Authority that the annual payment or rental by it to Guadalupe-Blanco River Authority provided for in said assignment shall not be in anywise affected, abated, changed or reduced, and that such payments or rentals shall continue to be paid to Guadalupe-Blanco River Authority to the same extent and in the same way as though the above mentioned property had not been released from said Lease and Contract.

(3) That in the event of the exercise by Guadalupe-Blanco River Authority of the option granted to it to purchase the properties, as provided in said Lease and Contract between the City of San Antonio and Guadalupe-Blanco River Authority, that the purchase price of the properties shall be decreased by the amount of \$35,727.06, which is the proportionate book value of said property under the said Lease and Agreement and is the amount for which said P & M Mills property is being sold. That by the execution of said release and acquittance of said P & M Mills property from said Lease and Contract dated October 24, 1942, all of the terms and provisions of said Lease and Contract and the assignment thereof to Lower Colorado River Authority shall be and remain in full force and effect as though Guadalupe-Blanco River Authority had not executed the request Release and Acquittance, and no waiver or estoppel of its rights, benefits and privileges under said Contract and said Assignment, or either of them, either at law or in equity is intended or shall be implied by the execution and delivery of such release and acquittance.

(4) That the Mayor of the City of San Antonio is hereby authorized and empowered to execute in behalf of the City, and the City Clerk is hereby authorized to attest under the City seal, an instrument of acquittance and release carrying out and making effective the provisions of this Resolution, and to deliver an executed counterpart thereof to the respective parties to said Agreement and to the purchaser of said P & M Mills property.

PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,832

*Public Paving Proj 'a'*

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AGREEMENT OR AGREEMENTS WITH FIRST OF TEXAS CORPORATION  
AND/OR H. B. ZACHRY COMPANY, OBLIGATING THE CITY OF SAN  
ANTONIO TO ENFORCE COLLECTION OF CERTAIN PAVING CERTIFI-  
CATES; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of San Antonio has heretofore by an ordinance duly passed and enacted on the 18th day of April, 1957, determined and declared the necessity for and ordered the improvement of certain streets and avenues or portions thereof of the City of San Antonio; and

WHEREAS, the City of San Antonio has heretofore entered into a contract with H. B. Zachry Company for the construction of such street improvements, which contract is dated

*Amended  
Ord # 26468  
6/12/58*

the 20th day of June, 1957; and

WHEREAS, the City of San Antonio has also entered into a contract with First of Texas Corporation to act as Fiscal Agent in connection with the aforesaid improvement program; and

WHEREAS, under the terms of such contracts, it is provided that the Contractor shall not construct any improvements on that portion of a street or avenue immediately abutting any property against which the owners are not willing to execute valid liens or otherwise pay for their share of the cost of the improvements; the effect of such provision and others of such contracts being to relieve the Fiscal Agent from the responsibility of purchasing any certificates of special assessment which may be issued to evidence the levy of a special assessment against the owners of exempt property and the owners thereof unless such owners of such properties have executed valid mechanics lien contracts prior to the commencement of the work under the terms of which they have agreed to pay for the cost of the improvements abutting their property; and

WHEREAS, in certain instances it has been impossible to secure the execution of mechanics liens from the owners of exempt properties and therefore under the terms of the aforementioned contracts, any improvements constructed by the Contractor abutting such properties would be "unauthorized improvements," as such term is defined in the aforesaid contracts; and

WHEREAS, First of Texas Corporation has stated that it will be willing to authorize the construction of improvements abutting such exempt properties and will agree to purchase the certificates evidencing the assessment against the owners thereof if, but only if, the City of San Antonio agrees to enforce the collection of said certificates; and

WHEREAS, it is to the best interest of the City of San Antonio, in the opinion of the City Council, to make such an agreement, provided that in no event shall the City in any one improvement unit assume the responsibility of enforcing collection of more than five (5%) per cent of the total amount assessed against the owners of properties in such improvement unit, NOW THEREFORE:

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

1. The City Manager is hereby authorized to enter into an agreement or agreements with First of Texas Corporation and/or H. B. Zachry Company, binding and obligating the City of San Antonio to enforce the collection of certain identified paving certificates, to be issued by the City of San Antonio to the Contractor, or its assigns, to evidence the creation by assessments of personal liabilities against the therein named owners of exempt properties, where it has not been possible to secure the execution by such owners of valid mechanics lien contracts upon the properties, and where no valid lien may be assessed against such properties, and where in the opinion of the City Manager it will be to the benefit of the City of San Antonio that the street or avenue abutting the properties of such persons be improved; provided that in no event shall the City Manager, as to any one improvement unit, bind the City of San Antonio to enforce the collection of assessments totalling in excess of five (5%) per cent of the total amount of assessments proposed to be levied in any such improvement unit. In lieu of obligating the City to enforce the collection of such certificates, the City Manager is authorized at his election to obligate the City to purchase such certificates at face value, and to acquire same for and on behalf of the City.

2. The fact that the improvement of certain streets and avenues or portions thereof is being delayed as a result of the failure of the owners of certain exempt properties to execute mechanics lien contracts and the fact that such streets are in such poor condition that the health and safety of the public is endangered, and the fact that the improvement of such streets or avenues or portions thereof will eliminate dust and stagnant water and dangerous traffic conditions, creates an emergency requiring this ordinance to take effect immediately, and therefore this ordinance shall be and become effective immediately upon its passage and approval.

3. PASSED AND APPROVED on this the 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,833 ✓

AMENDING THE SAN ANTONIO CITY CODE TO REGULATE  
AND PROHIBIT PARKING ON PORTIONS OF COMMERCE  
STREET

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

1. Amend the San Antonio City Code by adding thereto the following:

Sec. 60-74.1 (a) All parking on the south side of that portion of Commerce Street between Alamo and Flores Streets shall be limited to commercial vehicles for the purpose of loading and unloading between the hours of 6:00 P.M. and 4:00, and no other vehicle of any type whatsoever shall stop, stand or park on said South side, at any time.

(b) All parking on the North side of that portion of Commerce Street between Alamo and Flores Streets shall be limited to commercial vehicles for the purpose of loading and unloading between the hours of 6:00 P.M. and 10:00 A.M., and no other vehicle of any type whatsoever shall stop, stand or park on said north side of said portion of Commerce Street at any time.

(c) The provisions of this ordinance shall not apply on Sundays; nor shall they apply at any time to Transit Company buses stopping at their regular stops.

(d) Anyone found guilty of violating the provisions of this ordinance shall be punished by a fine not to exceed Two Hundred Dollars (\$200.00).

(e) Any and all vehicles found parked in violation of this ordinance or within any of the marked bus stops shall be impounded, and the Police Department is hereby instructed to impound all vehicles as described in the above violation at the regular police department storage pound.

2. All ordinances in conflict with this ordinance are hereby superseded.

3. Whereas, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets, an urgency 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 (6) members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 5th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,834 ✓ *City Hall Annex*

AUTHORIZING THE CITY MANAGER TO CONTRACT WITH MERCHANTS BUILDING, INC. FOR THE PURCHASE OF LOTS TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), AND TWENTY-THREE (23), NEW CITY BLOCK ONE HUNDRED AND ELEVEN (111) IN THE CITY OF SAN ANTONIO FOR USE AS AN ADDITION TO CITY HALL

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

1. The City Manager is authorized to contract by the execution of an agreement, copy of which is attached hereto with Merchants Building, Inc., a corporation organized and existing under and by virtue of the laws of the State of Texas, for the purchase of Lots Twenty (20), Twenty-One (21), Twenty-two (22), and Twenty-three (23), New City Block One Hundred and Eleven (111), in the City of San Antonio, Bexar County, Texas, and being that same property conveyed to seller herein by deed dated September 16, 1946, from American National Insurance Company, recorded in Volume 2299, pages 123-126 of the Deed Records of Bexar County, Texas, save and except the south 16.8 feet of Lots Twenty (20), Twenty-One (21) and Twenty-Three (23), previously conveyed by seller herein to the City of San Antonio by Warranty Deed recorded in Volume 3453, page 460 of the Deed Records of Bexar County, Texas.

2. PASSED AND APPROVED this 9th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

This contract of sale entered into by and between Merchants Building, Inc., a corporation organized and existing under and by virtue of the laws of the State of Texas, acting by and through James V. Elmore, its president, of the County of Bexar, State of Texas, hereunto duly authorized by a resolution of the Board of Directors of said Corporation attested by L. Timmerman, its secretary, hereinafter called Seller, and the City of San Antonio, a home rule municipal corporation, of the County of Bexar, State of Texas, acting by and through Stephen J. Matthews, its City Manager, pursuant to Ordinance No. 25,834, dated December 9, 1957, duly passed by the City Council of the City of San Antonio, hereinafter called buyer;

WITNESSETH:

Seller, owner of all of the capital stock of Distributors Realty Corporation, and

record owner of the hereinafter described premises, for and in consideration of the agreed purchase price of \$700,000.00 and upon the terms and conditions hereof, contracts to acquire title and to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind, to the following described premises with all the improvements thereon situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Lots Twenty (20), Twenty-one (21), Twenty-two (22), and twenty three (23) New City Block One Hundred and Eleven (111), lying within the corporate limits of the City of San Antonio, Bexar County, Texas, and being the same property conveyed to seller herein by deed dated September 16, 1946, from the American National Insurance Company, recorded in Volume 2299, pages 123-126 of the Deed Records of Bexar County, Texas, to which reference is here made for all relevant purposes, save and except the south 16.8 feet of Lots Twenty (20), Twenty-one (21) and Twenty-three (23), previously conveyed by seller herein to the City of San Antonio by Warranty Deed recorded in Volume 3453, pages 460 of the Deed Records of Bexar County, Texas.

The purchase price of \$700,000.00 is payable in cash upon the execution and delivery on or about June 30, 1958 by seller of his warranty deed conveying the hereinabove described premises to buyer.

Until legal title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents and insurance are to be prorated as of the date of the delivery of the deed.

Out of the above purchase price consideration Sellers will pay all back taxes, if any, owing to the City of San Antonio, the San Antonio Independent School District, the State of Texas, and Bexar County; provided that current taxes owing to each of the aforesaid governmental agencies are to be pro rated as of the date of the delivery of the deed.

Buyer and Seller agree to divide the costs of the required United States documentary stamps for this conveyance and Seller further agrees to provide buyer an abstract of title issued by a reputable title company of San Antonio, Texas, of the property herein conveyed.

This contract is executed subject to any rights of possession that may have accrued to Messrs. Morris Kallison, Carl Stephan and Earl Marcus, and their assignees, by virtue of that instrument dated September 6, 1957, executed by Messrs. Morris Kallison, Carl Stephan, Earl Marcus, and A. B. Frank Company.

This contract contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person, and any agreement or condition not contained herein, is specifically declared to be unenforceable and not binding on the parties hereto.

EXECUTED this the                      day of                      A. D. 1957.

CITY OF SAN ANTONIO, BUYER

/s/ S. J. Matthews

ATTEST:  
J. Frank Gallagher  
City Clerk

MERCHANTS BUILDING, INC.

By: ~~Morris Kallison~~  
James V. Elmore, President

AN ORDINANCE 25,835

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$600,000 FOR THE PURPOSE OF PURCHASING CERTAIN PROPERTY, TO EXECUTE A NON-NEGOTIABLE INSTALLMENT NOTE TO COVER, TO PROVIDE FOR A SINKING FUND TO PAY SAID NOTE AND TO SECURE SAME BY PLEDGE OF ANNUAL REVENUES

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

1. That, for the purpose of paying the full balance of the purchase money for the purchase of certain property described as being Lots 20, 21, 22 and 23, N.C.B. 111, in the City of San Antonio, save and except the south 16.8 feet of Lots 20, 21, 23, N.C.B. 111, from Realty Distributors Corporation, for the purpose of use as a supplementing City Hall, primarily to house the City Health Department of said City, there shall be borrowed from the National Bank of Commerce of San Antonio the sum of \$600,000, and to evidence said loan a non-negotiable promissory note shall be executed and delivered to said Bank.

2. That the said non-negotiable note for \$600,000 shall be payable to said Bank at its place of business in San Antonio, Texas, and shall bear interest at 4-1/4% per annum from date thereof until paid, and the principal and all accrued interest shall be payable annually beginning on December                      , 1958, and on the corresponding day of the next succeeding nine years, and shall provide for penalty interest on delinquent principal and interest at the same rate and also for 10% attorney's fees if placed in the hands of an attorney for collection or collected by suit, said note to be signed by the City Manager countersigned by the Director of Finance, and attested by the City Clerk of said City.

3. That there is hereby created a special fund in the City Treasury to be known as the Supplemental City Hall Note Sinking Fund, and for that purpose and to that end there shall be collected annually and paid into said fund one-tenth of the principal and interest of said note, to pay the annual installments of principal and all accrued interest, and in addition thereto 2% additional as a sinking fund, and said moneys are appropriated to that end.

4. That there is hereby irrevocably pledged and assigned as security for said loan the unpledged balance of the general fund taxes and revenues for the fiscal year, beginning August 1, 1957, and ending July 31, 1958, as well as 17-1/2% of all general fund taxes and revenues for the next succeeding ten fiscal years, as well as all uncollected back taxes levied for the general fund for all previous years and all current revenues of the City for the fiscal years above mentioned, arising from taxation and all other sources, including the refunds of utility payments made by the City; provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation from sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curbs, parking bank tellers, receipts from parking meters, Willow Springs Golf Course Project, the McAllister property, Health Center Project, including the Commerce Building, and/or the former Public Service Board Building, receipts from the operation of San Pedro Swimming Pool and from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from Sewer Rehabilitation Program.

5. That the City Manager of said City be, and he is hereby authorized and directed, to execute and deliver said promissory note to the payee thereof.

6. PASSED AND APPROVED this 9th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,836

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DULANEY SERVICE TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ONE STRIPING MACHINE AND ONE CROSSWALK MACHINE FOR A TOTAL OF \$4,200.00

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

1. That the attached qualified bid of Dulaney Service Company, dated October 21, 1957, to furnish the City of San Antonio with one M-B-16 Model Striping Machine, less trade-in (net) \$3,600.00 and one Crosswalk Striping Machine, Model M-B-3-10, less trade-in (net) \$600.00; total \$4,200.00, be and the same is hereby accepted.
2. That the low qualified bid of Dulaney Service is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Public Works, Account No. 09-08-02.
4. That all other bids received are hereby rejected.
5. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,837

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL OF BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDERS

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

1. That the following high bids submitted for purchase of buildings located on City-owned property are hereby accepted, to be wrecked:

<u>Parcel</u>	<u>Project</u>	<u>Bidder</u>	<u>Location</u>	<u>Amount of Bid</u>
1753-54	#87 North-west	Ed Golla	Moberly & Warner	\$ 42.55

E-305	Harlan	Arturo Ramirez	477 Harlan	108.00
E-306	Harlan	L. Singleton	469 Harlan	281.50

Buyers shall have thirty (30) days from date hereof to remove the above improvements and clear lots.

2. All other bids on the above named parcels are hereby rejected.

3. This ordinance makes and manifest a bill of sale to the successful bidders named in Paragraph 1 hereof to the buildings on which they were successful bidders; subject however, to the conditions contained in the advertisements for bids and of the proposals of the successful bidders submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraph 1. Time is of the essence of these sales, and buyers must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

4. All bids submitted for purchase of buildings on the following parcels are hereby rejected.

None.

5. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,838 ✓ *Per*

DIRECTING THE TERMINATION OF A LEASE WITH PARKING,  
INCORPORATED, LESSEE, TO LOT A-6, NEW CITY BLOCK  
146

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

1. That the City Manager is directed to give notice of termination of lease on Lot A-6, New City Block 146, in San Antonio, Bexar County, Texas, to Parking, Incorporated, 214 Jefferson Street, San Antonio, in accordance with the lease thereon which provides:

"Lessor has the right to terminate this lease at any time after the first year that it is in force by giving Lessee six (6) months written notice of its election to do so and by paying the Lessee the sum of Twenty-five Hundred Dollars (\$2,500.00) for its surrender of the lease. Any notice from either party to be made by United States Registered mail."

2. Payment of the sum of Twenty-five Hundred (\$2,500.00) Dollars, to Lessee, out of the General Fund, in accordance with the terms of said lease, is hereby authorized.

3. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,839

AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
RELOCATION OF BUILDINGS BY WOOD HOUSE MOVING  
COMPANY ON PROJECT #69 STORM DRAINAGE, AND  
APPROPRIATING THE SUM OF \$650.00 IN PAYMENT  
THEREFOR

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

1. That the City Manager is authorized and directed to execute a contract with R. H. Henderson, d/b/a/ Wood House Moving Company, for the relocation of a house and garage at 114 West Mayfield Blvd., San Antonio, Texas, on the same lot but outside of the Right-of-Way line for Project #69 Storm Drainage. A copy of such contract is attached hereto and incorporated herein.

2. That the sum of Six Hundred Fifty and No/100 (\$650.00) Dollars, in payment for services under the aforesaid contract, is hereby appropriated out of Storm Drainage Bond 1956, Fund #479-03.

3. PASSED AND APPROVED this 12th day of December, A. D. 1957.

ATTEST:  
J. Frank Gallagher  
City Clerk

J. Edwin Kuykendall  
Mayor

## AN ORDINANCE 25,840

APPROPRIATING THE SUM OF \$398.42 TO BE USED IN PAYMENT OF TITLE EXPENSE, APPRAISER'S AND CONDEMNATION COMMISSIONER'S FEES INCURRED BY THE CITY OF SAN ANTONIO IN ACQUIRING CERTAIN PROPERTY FOR U. S. HIGHWAY #87 NORTHWEST EXPRESSWAY AND HARLAN STREET DRAINAGE PROJECTS

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

1. That the sum of \$398.42 be and the same is hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955, Section "A", #478-01, to be used in payment of title expense, appraiser's and condemnation commissioner's fees incurred by the City of San Antonio in acquiring certain property for U. S. Highway #87 Northwest Expressway and Harlan Street Drainage Projects, per statements attached, as follows:

<u>Payable to:</u>	<u>The sum of:</u>
(1) ALAMO TITLE COMPANY 201 West Travis Street San Antonio 5, Texas	87.00
For: Closing Costs in connection with City Parcel No. 1711;	
(2) GUARDIAN ABSTRACT AND TITLE CO., 815-23 Brady Building San Antonio, Texas	117.05
For: Closing Costs in connection with City Parcels E-305 and 2081-A;	
(3) MR. JAY E. ADAMS 119 Bryker Drive San Antonio 9, Texas	184.37
For: Appraisal Services rendered and Witness fees in connection with Condemnation Cause No. 48,718, City of San Antonio vs. J. S. Wachob; et ux, to acquire City Parcel No. 1729; and to	
(4) MR. RAYMOND WRIGHT 2615 Broadway San Antonio, Texas	10.00
For: Services rendered as Condemnation Commissioner for One (1) day in Cause No. 50,052, City of San Antonio vs. Fay McComb et ux, Mary S. McComb, to acquire City Parcel No. 1711	
Total	\$ 398.42

2. PASSED AND APPROVED this the 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,841

AN ORDINANCE GRANTING PERMISSION TO ED F. O'NEILL AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS

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

1. That the petition of Ed F. O'Neill 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 221 Geneseo Rd., Lot E 135' of South

200 of Lot 34B, County Block 5644-B 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 to the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

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

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

PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,842 ✓

AN ORDINANCE GRANTING PERMISSION TO L. J. KAUFFMAN  
AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS

Same as Ordinance No. 25,841 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 712 Canterbury, Lot East 33 feet Lot 4 and 67 feet Lot 5, Block 5884, Terrell Hills, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 25,843

ACCEPTING THE LOW BID OF HOWARD L. COOK, IN THE AMOUNT  
OF \$6480.00, FOR REMODELING OF BAGGAGE ROOM AT SAN  
ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER  
TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING PAYMENT OF  
FUNDS FOR SAME

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

1. The low bid of Howard L. Cook, in the amount of \$6480.00 (base bid: \$7,780.00, less deduction of Alternates No. 1 and 2 totalling \$1,300.00) for remodeling of the baggage room at San Antonio International Airport, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Howard L. Cook the 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 the sum of \$6480.00 out of Municipal Airport Fund Account No. 12-02-04, Code-2-20, to Howard L. Cook in such sums and at such times as are provided in said contract.

5. The Director of Finance is also hereby authorized to pay the sum of \$388.80 out of Municipal Airport Fund Account No. 12-02-04, Code 2-55, to Atlee B. and Robert M. Ayres, Architects, for architectural services on this project based on a fee of 6% of the construction cost.

6. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,844

ACCEPTING THE LOW BID OF G. W. DICKERSON & SONS, IN THE AMOUNT OF \$56,997.71, FOR CONSTRUCTION OF SANITARY SEWER EXTENSIONS IN AREA 8-2; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAME

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

1. The low bid of G. W. Dickerson & Sons, in the amount of \$56,997.71, for construction of Sanitary Sewer Extensions in Area 8-2, is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with Howard L. Cook the 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 sum of \$56,997.71 is hereby appropriated out of No. 479-02, Sanitary Sewer Improvement Bond Fund, Series 1956, payable to G. W. Dickerson & Sons in such sums and at such times as are provided in said contract.
5. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,845

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND GULLATT, LODAL & ASSOCIATES FOR ENGINEERING SERVICES ON STORM DRAINAGE PROJECT NO. 20

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

1. The proposal of Gullatt, Lodal & Associates, consulting engineers made by letter of O. T. Lodal, attached hereto, for engineering services in connection with Storm Drainage Project no. 20 is accepted.
2. The sum of \$2,455.00 is authorized to be paid to Gullatt, Lodal and Associates for such services out of Storm Drainage Project 20 Contingency Account.
3. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,846

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND BERETTA, GREENSLADE & ASSOCIATES, INC. FOR ENGINEERING SERVICES ON CERTAIN STREET IMPROVEMENTS

Same as Ordinance No. 25,820, except for paragraph No. 1 and portion of Section III, Paragraph A. which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated Street Improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

McCullough Street, from Dewey to Norwood  
San Pedro Avenue, from Hildebrand to Elmira

-  
Section III. Second paragraph of Paragraph A.

used  
The schedule for payment of services shall be used on classification A above.

- - -  
AN ORDINANCE 25,847

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND JOHNSON & MARQUIS FOR ENGINEERING SERVICES ON CERTAIN STORM DRAINAGE IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph 1 and portion of Section III, Paragraph A which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated storm drainage improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 97  
STORM DRAINAGE IMPROVEMENT PROJECT NO. 9, 9A

Section III. Second Paragraph of Paragraph A.

The schedule used for payment of services shall be used on classification B above.

- - -  
AN ORDINANCE 25,848

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND R. MARVIN SHIPMAN & CO. FOR ENGINEERING SERVICES ON CERTAIN STORM DRAINAGE AND SANITARY SEWER IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph No. 1 and portion of Section III, Paragraph A which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated storm drainage and sanitary sewer improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 71K  
STORM DRAINAGE IMPROVEMENT PROJECT NO. 72, 72X, including  
SANITARY SEWER PROJECT NO. S-1.

Section III. Second Paragraph of Paragraph A.

The schedule used for payment of services shall be used on classification B above.

- - -  
AN ORDINANCE 25,849

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND IRVING S. SELIGMANN FOR ENGINEERING SERVICES ON CERTAIN SANITARY SEWER IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph No. 1 and portion of Section III, Paragraph A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

SEWAGE TREATMENT OUTFALL LINE, from Sewage Treatment Plant to Mitchell Lake.

SECTION III. Second Paragraph of Paragraph A.

The schedule used for payment of services shall be used on Classification B above.

AN ORDINANCE 25,850

MANIFESTING A CONTRACT BETWEEN THE CITY OF  
SAN ANTONIO AND FRANK T. DROUGHT FOR ENGINEERING  
SERVICES ON CERTAIN SANITARY SEWER IMPROVEMENTS

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

Same as Ordinance No. 25,820 except for Paragraph No. 1 and portion of Section III, Paragraph A which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

SANITARY SEWER IMPROVEMENT PROJECT S-14, S-15 A&B, known as the Woodlawn Hills Interceptor.

SANITARY SEWER IMPROVEMENT PROJECT S-28

SECTION III. Second Paragraph of Paragraph A.

The schedule used for payment of services shall be used on Classification B above.

AN ORDINANCE 25,851

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN  
ANTONIO AND GULLATT, LODAL & ASSOCIATES FOR EN-  
GINEERING SERVICES ON CERTAIN STORM DRAINAGE IM-  
PROVEMENTS

Same as Ordinance No. 25,820 except for paragraph No. 1 and portion of Section III, Paragraph A which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated storm drainage improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 13X, 13 - 14 $\phi$

SECTION III. Second Paragraph of Paragraph A.

The schedule used for payment of services shall be used on Classification B above.

AN ORDINANCE 25,852

AMENDING SECTION 60-47.11 (a) OF THE SAN ANTONIO  
CITY CODE ENTITLED, "MAXIMUM SPEED LIMITS OTHER THAN  
30 MILES PER HOUR", AS AMENDED, BY DESIGNATING AND ADDING  
THERE TO CERTAIN PORTIONS OF CASTROVILLE ROAD

WHEREAS, after a traffic and engineering study and investigation by the Traffic Engineer of the Department of Public Works, the existing 30 M.P.H. speed limit on Castroville Road from General McMullen to Acme Road has been found to be too slow; NOW THEREFORE:

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

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

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Maximum Speed</u>
Castroville Rd.	General McMullen	34th Street	35.M.P.H.
Castroville Rd.	34th Street	39th Street	40 M.P.H.
Castroville Rd.	39th Street	Present city limits	45 M.P.H.

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

3. This ordinance is cumulative of and in addition to Section 60-47, and shall in no manner affect the validity of said Section 60-47 of the San Antonio City Code which shall remain in full force and effect.

4. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,853 ✓

DESIGNATING THE CITY MANAGER DIRECTOR OF CIVIL  
DEFENSE; ESTABLISHING A DIVISION OF CIVIL  
DEFENSE IN THE OFFICE OF THE CITY MANAGER;  
AND REPEALING ORDINANCE NO. 22069

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

1. The City Manager is designated Director of Civil Defense for the City of San Antonio.
2. A Division of Civil Defense is created in the office of the City Manager.
3. Ordinance No. 22069 is repealed.
4. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,854

TERMINATING A CONTRACT FOR RADIO DISPATCH  
SERVICE AND REPAIR OF RADIO EQUIPMENT TO BE  
PROVIDED TO THE TOWN OF OLMOS PARK BY THE  
CITY OF SAN ANTONIO

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

1. At the request of the Town of Olmos Park and because such service is no longer needed, that contract between the City of San Antonio and the Town of Olmos Park under the terms of which the City furnished certain radio dispatch service and radio maintenance, such contract having been adopted by Ordinance No. 12,779, September 7, 1950, is terminated effective January 1, 1958.

2. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

A RESOLUTION

ADOPTING THE NAME "JOHN TOBIN YOUTH CENTER"  
FOR THE NEW CITY RECREATION BUILDING AT BRAZOS  
AND MARTIN STREETS

*Parks*

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

1. The name "John Tobin Youth Center" having been one of several suggested by school children in the vicinity and selected by a committee of city officials appointed for the purpose, such name is adopted for the new city recreation building at Brazos and Martin Streets.

2. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,855

*Parks  
Woodlawn Lake*

AUTHORIZING THE CONSTRUCTION OF A MASONRY BUILDING  
BY THE WOODLAWN SAILING CLUB AT ITS OWN EXPENSE ON  
WOODLAWN ISLAND WHICH SHALL BECOME THE PROPERTY OF  
THE CITY OF SAN ANTONIO

WHEREAS, the Woodlawn Sailing Club has requested permission to construct, at its own expense, sailing club facilities at Woodlawn Lake; NOW, THEREFORE:

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

1. The Woodlawn Sailing Club is hereby granted permission to construct at its own expense a masonry building on Woodlawn Island to be used primarily for sailing activities, and said building is to be built in accordance with plans and specifications submitted to the Parks and Recreation Department.

2. All plans and specifications for the construction of said building are subject to the approval of the Director of Parks and Recreation as is the construction thereof, and maintenance of the building after the completion thereof shall be the responsibility of the Parks and Recreation Department.

3. Upon the construction of the aforementioned masonry building on Woodlawn Island or any part thereof, it shall become the property of the City of San Antonio and shall be under the control of the Parks and Recreation Department for all purposes.

4. Prior to construction of said building, the Woodlawn Sailing Club shall deposit with the City Clerk of the City of San Antonio a bond in the amount of Ten Thousand Dollars (\$10,000.00) to indemnify and forever hold harmless the City against each and every claim, demand or cause of action arising from damages to persons or property which occur during the period of construction of and as a result of the construction of said building on Woodlawn Island.

5. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,856

*Sale of Surplus Prop.*

PROVIDING FOR THE SALE OR OTHER DISPOSITION OF  
SURPLUS PERSONAL PROPERTY AND SALVAGE MATERIALS  
BELONGING TO THE CITY EXCEPTING PERSONAL PROPERTY  
ACQUIRED IN CONNECTION WITH THE PURCHASE BY THE  
CITY OF REAL PROPERTY AND LOST AND ABANDONED PROPERTY  
IN THE POSSESSION OF THE POLICE DEPARTMENT

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

1. City Departments shall submit to the Director of Finance, at such times and in such form as he shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped, or any other personal property no longer needed by the department.

2. The Finance Director may transfer surplus stocks or property to another department for its use.

3. The Finance Director shall sell surplus and salvage stocks and property for which the City has no further use to the highest responsible bidder as provided herein.

4. All sales of less than an estimated value of one thousand (\$1,000) dollars shall be made by the Finance Director in the open market without the necessity of newspaper advertising or formal contract approved by the City Council; provided:

- (a) All open market sales shall wherever possible based on at least three competitive bids, and shall be awarded to the highest responsible bidder.
- (b) The Director of Finance shall solicit bids by mail, by telephone, and if he deems it desirable, by newspaper advertising;
- (c) The Director of Finance shall keep a record of all open market transactions and the bids received thereon, and such records shall be open to public inspection.

5. All sales of an estimated value of one thousand dollars (\$1,000) or more shall be sold to the highest responsible bidder after public notice by advertising by a contract approved by the City Council as follows:

- (a) Notice Inviting Bids.

(1) Newspaper. Notice inviting bids shall be published in the City and at least five days preceding the last date set for the receipt of bids. Such notice shall include a general description of the property to be sold, shall state where bid blanks and specifications may be obtained, and the time and place for the delivery and the opening of bids.

(2) Bidders List. The Director may also compile a bidders list composed of the names of prospective buyers who request listing thereon, or of buyer whom the Director believes may be interested in bidding on such property. The Director shall solicit sealed from persons whose names compose such list.

(3) Other Advertising. The Director may solicit bids on property by other advertising media if he deems it in the best interest of the City to do so.

(b) Bid Deposits. When deemed necessary by the Director bids deposits shall be prescribed in all public notices inviting bids. Such deposits shall be returned to unsuccessful bidders. A successful bidder shall forfeit any such deposit upon his failure to enter a contract within ten (10) days after the award.

- (c) Bid Opening Procedure.

(1) Bids shall be submitted sealed to the Director and shall be identified as bids on the envelope.

(2) Bids shall be opened in public at the time and place stated in the public notices.

(3) A tabulation of all bids received shall be posted for public inspection.

(d) Rejection of Bids. The City Council may reject all bids or parts of all bids, or all bids for any one or more items of property, when the public interest will be served thereby.

(e) Bidders in Default. The Director shall not accept the bid of any person who is in default on the payment of taxes, licenses or other moneys due the City.

6. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,857 ✓

ESTABLISHING A TEN DOLLAR (\$10.00) FILING FEE  
IN ALL APPEALS TO THE CITY BOARD OF ADJUSTMENT

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

1. A filing fee of ten dollars (\$10.00) is hereby established for appeals taken to the Board of Adjustment for the City of San Antonio.

2. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,858

AMENDING THE SAN ANTONIO ELECTRICAL CODE TO CHANGE THE REGULATIONS OF CERTAIN SWITCH AND WIRE SIZES, BY AMENDING CHAPTER 19, SECTION 19-89 SUBSECTION I, 10

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

1. The San Antonio Electrical Code, Chapter 19, Sec. 19-89, Subsection I, of the San Antonio City Code, is amended by striking out subsections 10 through 13 thereof and substituting therefore a new subsection J, a copy of which is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

SECTION J - TABLES

Wire sizes shown in the following Tables 1, 2, 3 and 4 are for feeders not more than 50 ft. in length. When the feeder length is more than 50 ft. the wire size shall be increased to comply with National Electric Code voltage drop requirements. When special duty circuits or motor loads are to be served the total connected loads on all circuits are to be computed according to Sections 4314 and 4315 of the Code to determine the additional amount of conductor capacity required.

1. TABLE OF WIRE SIZES FOR SERVICE CONDUCTORS AND PANEL FEEDERS FOR 120/240 VOLT SINGLE PHASE SYSTEMS WITH 15 AMPERE BRANCH CIRCUITS.

SINGLE PHASE				
3 Wire System		120/240 Volt		
15 Amps. Circuit Protection		12 Amps. Max. Per Circuit		
Number of Panelboard Circuits	Amperes Per Leg	Panel Feeder		Feeder Protection
		3 Each	Conduit	
4	20	6	1	30
6	36	6	1	50
8	48	6	1	60
10	60	4	1-1/4	80
12	72	2	1-1/4	90
14	84	2	1-1/4	110
16	96	2	1-1/2	125
18	108	1	1-1/2	150
20	120	1/0	2	150
22	132	2/0	2	175
24	144	2/0	2	200
26	156	3/0	2	200
28	168	4/0	2-1/2	225
30	180	4/0	2-1/2	225
32	192	250	2-1/2	250
34	204	250	2-1/2	300
36	216	300	2-1/2	300
38	228	300	2-1/2	300
40	240	350	3	300
42	252	350	3	350

2. TABLE OF WIRE SIZES FOR SERVICE CONDUCTORS AND PANEL FEEDERS FOR 120/240 VOLT SINGLE PHASE SYSTEMS WITH 20 AMPERE BRANCH CIRCUITS.

SINGLE PHASE				
3 Wire System		120/240 Volt		
20 Amps. Circuit Protection		16 Amps. Max. Per Circuit		
Number of Panelboard Circuits	Amperes Per Leg	Panel Feeder		Feeder Protection
		3 Each	Conduit	
4	32	6	1	40
6	48	6	1	60
8	64	4	1-1/4	80
10	80	2	1-1/2	100
12	96	1	1-1/2	125
14	102	1	1-1/2	150
16	128	2/0	2	175
18	144	2/0	2	200
20	160	3/0	2	200
22	176	4/0	2-1/2	250
24	191	4/0	2-1/2	250
26	207	250	2-1/2	300
28	223	300	2-1/2	300
30	239	300	2-1/2	300
32	255	350	3	350
34	276	400	3	350
36	287	500	3	400
38	304	500	3	400
40	320	600	3-1/2	400
42	336	600	3-1/2	450

3. TABLE OF WIRE SIZES FOR SERVICE CONDUCTORS AND PANEL FEEDERS FOR 120/208 VOLT FOUR WIRE THREE PHASE SYSTEMS WITH 15 AMPERE BRANCH CIRCUITS.

THREE PHASE				
4 Wire System		120/208 Volt		
15 Amps. Circuit Protection		12 Amps. Max. Per Circuit		
Number of Panelboard Circuits	Amperes Per Leg	Panel Feeder		Feeder Protection
		4 Each	Conduit	
6	24	6	1-1/4	30
8	32	6	1-1/4	40
10	40	6	1-1/4	50
12	48	6	1-1/4	60
14	56	4	1-1/2	70
16	64	4	1-1/2	80
18	72	2	2	90
20	80	2	2	100
22	89	2	2	110
24	96	1	2	125
26	104	1	2	150
28	112	1/0	2	150
30	120	1/0	2	150
32	128	2/0	2-1/2	175
34	136	2/0	2-1/2	175
36	144	2/0	2-1/2	200
38	152	3/0	2-1/2	200
40	160	3/0	2-1/2	200
42	168	4/0	3	225

4. TABLE OF WIRE SIZES FOR SERVICE CONDUCTORS AND PANEL FEEDERS FOR 120/208 VOLT FOUR WIRE THREE PHASE SYSTEMS WITH 20 AMPERE BRANCH CIRCUITS.

THREE PHASE				
4 Wire System		120/208 Volt		
20 Amps. Circuit Protection		16 Amps. Max. Per Circuit		
Number of Panelboard Circuits	Amperes Per Leg	Panel Feeder		Feeder Protection
		4 Each	Conduit	
6	32	6	1-1/4	40
8	48	6	1-1/4	60
10	64	6	1-1/4	80
12	80	4	1-1/2	100
14	96	2	2	110
16	102	2	2	125
18	128	1	2	150
20	144	1/0	2	150
22	160	1/0	2	150
24	176	2/0	2-1/2	175
26	191	2/0	2-1/2	175
28	207	3/0	2-1/2	200
30	223	3/0	2-1/2	200
32	239	4/0	3	225
34	255	4/0	3	225
36	276	500	3	250
38	287	500	3	250
40	304	600	3	275
42	320	600	3	300

5. TABLE OF SWITCH AND WIRE SIZES FOR SINGLE PHASE 115 AND 230 VOLT MOTORS.

FULL LOAD CURRENT IN AMPERES Single Phase Alternating Current Motors						
Horse Power	115 Volts 1 Ø			230 Volts 1 Ø		
	Amperes	Wire Size	Main Switch	Amperes	Wire Size	Main Switch
1/6	4.4	12	30	2.2	12	30
1/4	5.8	12	30	2.9	12	30
1/3	7.2	12	30	3.6	12	30
1/2	9.8	12	30	4.9	12	30
3/4	13.8	12	30	6.9	12	30
1	16	12	30	8	12	30
1-1/2	20	10	30	10	12	30
2	24	8	30	12	10	30
3	34	6	60	17	10	30
5	56	4	60	28	8	60
7-1/2	80	1	100	40	6	60
10	100	1/0	200	50	4	100

Circuit breakers may be used instead of fused switches and shall be applied in accordance with the manufacturer's recommendation or applied at 125% of the motor full load current as shown.

For full load currents of 208 and 200 volt motors increase the corresponding 230 volt motor current by ten (10) and fifteen (15) per cent respectively. These values of full load current are for motors running at usual speeds for belted motors and motors with normal torque characteristics. Motors built for low speeds or high torques may require more running current, in which case the nameplate running current rating shall be used for determining wire and switch sizes. Switches installed in connection with fractional horsepower motors shall be of the cartridge fuse type and shall have an externally operated handle.

6. TABLE OF SWITCH AND WIRE SIZES FOR THREE PHASE 220, 440 AND 2300 VOLT A. C. MOTORS.

64

Horse Power	220 Volts 3 Ø			440 Volts 3 Ø			* 2300 Volts 3 Ø		
	Amperes Per Leg	Wire Size	Main Switch	Amperes Per Leg	Wire Size	Main Switch	Amperes Per Leg	Wire Size	
1/2	2	12	30	1	12	30	5.4	8	
3/4	2.8	12	30	1.4	12	30	6.5	8	
1	3.5	12	30	1.8	12	30	8	8	
1-1/2	4.5	12	30	2.5	12	30	8	8	
2	6.5	12	30	3.3	12	30	8	8	
3	9	10	30	4.5	12	30	8	8	
5	13	8	60	7.5	12	30	8	8	
7-1/2	18	6	60	11	10	60	8	8	
10	22	4	100	14	8	60	8	8	
15	27	2	100	20	6	60	8	8	
20	32	1	100	26	4	60	8	8	
25	38	1	100	32	4	60	8	8	
30	44	1	100	39	3	100	8	8	
40	58	1	100	52	3/0	100	8	8	
50	78	1/0	200	63	3/0	200	8	8	
60	104	3/0	200	75	4/0	200	8	8	
75	125	4/0	400	93	4/0	400	8	8	
100	150	350 MCM	400	123	250 MCM	400	8	8	
125	185	600 MCM RH	400	155	300 MCM	400	8	8	
150	210	700 MCM RH	400	180	400 MCM	400	8	8	
175	246	1500 MCM RH	600	210	600 MCM	400	8	8	
200	280	1500 MCM RH	1200	240	600 MCM	600	8	8	

\*Should have 5 KV cable. All protective devices shall meet code and application requirements.

AN ORDINANCE 25,859

ACCEPTING A BID FOR THE REMOVAL OF BUILDING LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO J. B. MARTIN, SUCCESSFUL BIDDER, AND APPROPRIATING THE SUM OF \$1,987.00 TO PAY FOR SAME

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

1. The bid of J. B. Martin, 3310 South Flores Street, in the amount of \$1,987.00 for removal of improvements located on City owned property at the location listed below, is hereby accepted:

Parcel No.	Location
1521-A	Corner of Leona & Buena Vista

The amount listed above is to be paid by the City to said Bidder for the removal of said improvements and clearance of the premises.

2. All other bids on the above named parcel are hereby rejected.

3. This ordinance makes and manifests a Bill of Sale to the successful bidder named in Paragraph #1 hereof to the building on which he was successful bidder; subject, however, to the conditions contained in the advertisements for bids and of the proposal of the successful bidder submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by the successful bidder named in Paragraph #1. Time is of the essence of this sale, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

4. The City Manager is authorized to execute a contract for the work required hereunder.

5. The sum of ONE THOUSAND NINE HUNDRED AND EIGHTY Seven and no/100 (\$1,987.00) Dollars is hereby appropriated out of Expressway and Street Improvements Bonds, Section B Overpass #478-03, to be paid upon completion of the work required under the bid proposal and contract.

6. PASSED AND APPROVED this 12th day of December, A. D. 1957.

ATTEST:  
J. Frank Gallagher  
City Clerk

J. Edwin Kuykendall  
Mayor

## AN ORDINANCE 25,860

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH WILLIAMS & INGRAM TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH THEIR REQUIREMENTS OF BASE MATERIAL LOADED BY CITY EQUIPMENT FOR PERIOD BEGINNING DECEMBER 12, 1957 AND TERMINATING JULY 31, 1958

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

1. That this ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant ordinances of the City of San Antonio, with Williams & Ingram to furnish their requirements of "Base Material for Street Maintenance, loaded by City Equipment" for .15¢ per Cubic Yard.
2. That this contract shall become effective December 12, 1957 and terminate July 31, 1958.
3. That the Proposal of Williams & Ingram is attached hereto and made a part thereof.
4. That this instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with 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.
5. PASSED AND APPROVED this 12th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,861

AN ORDINANCE AMENDING ORDINANCE NO. 25,785 PASSED AND APPROVED NOVEMBER 21, 1957 BY CHANGING THE POLLING PLACE FOR PRECINCT NOS. 12 AND 28

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

1. That Ordinance No. 25,785 passed and approved November 21, 1957 be and the same is hereby amended as follows:

In Precinct No. 12 the polling place shall be Kallisons Builders Lumber Company, 1025 Nogalitos, rear office, instead of Johnson School, 1811 S. Laredo, as originally provided.

In Precinct No. 28 the polling place shall be St. Luke's Baptist Church Sunday School Room, 1319 N. Navidad Street, instead of Lee's Dinette and Pastry Shop, 1851 W. Poplar Street, as originally provided.

2. PASSED AND APPROVED this 12th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,862 ✓ *Am Jares*

AMENDING ORDINANCE NO. 1151, PASSED AND APPROVED ON JUNE 22, 1944, AS AMENDED, RELATING TO THE RATES OF FARE FOR THE TRANSPORTATION OF PASSENGERS FOR HIRE WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO TO BE CHARGED BY THE SAN ANTONIO TRANSIT COMPANY

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

1. Ordinance No. 1151, passed and approved on June 22, 1944, as amended by Ordinance No. 7332, passed and approved on June 10, 1948, and as further amended by Ordinance No. 15509, passed and approved on July 19, 1951, by Ordinance No. 18114, passed and approved on July 31, 1952, and by Ordinance No. 19753, passed and approved November 6, 1953, and Ordinance No. 24567, passed and approved March 1, 1957, is hereby amended so as to provide that effective January 1, 1958, the schedule of fares for the transportation of passengers within the corporate limits of the City of San Antonio shall be as shown in Exhibit "A" attached hereto and made a part hereof.

2. PASSED AND APPROVED this 14th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## EXHIBIT "A" TO ORDINANCE NO. 25,862

## SAN ANTONIO TRANSIT CO.

## RATES OF FARE

Kind of Fare	Central Zone <sup>1</sup>	Second Zone <sup>2</sup>	Third Zone <sup>3</sup>	Fourth Zone <sup>4</sup>
Cash Full Fare	15¢	20¢	25¢	30¢
Child's Cash Fare (5-12 Years of age or grade & high school)	5¢	8¢	10¢	13¢
Children under 5 years when accompanied by adult revenue passenger	Free	Free	Free	Free
Police of City of San Antonio	Free	Free	Free	Free
Firemen of City of San Antonio	Free	Free	Free	Free
Transfers for one continuous ride	2¢	2¢	2¢	2¢
Transfers for school Children	1¢	1¢	1¢	1¢

1. The Central Zone comprises all territory lying not more than two and three-fourths (2 3/4) miles from what is known as the Cupola of the Cathedral of San Fernando.

2. The Second Zone comprises territory beyond the limits of the Central Zone and lying not more than four and one-half miles from the said cupola of San Fernando Cathedral.

3. The Third Zone comprises territory beyond the limits of the Second Zone and lying not more than six miles from the said Cupola of San Fernando Cathedral.

4. The Fourth Zone comprises territory beyond the limits of the Third Zone and lying not more than seven and one-half miles from the said Cupola of San Fernando Cathedral.

## AN ORDINANCE 25,863

AN ORDINANCE GRANTING PERMISSION TO H. C. COMPTON AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS

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

1. That the petition of H. C. Compton, 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 216 Arvin Drive, Lot 11, County Block 5847, 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 to the CITY OF SAN ANTONIO at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City Water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San

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

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

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

PASSED AND APPROVED this 14th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,864 *albert*

CANVASSING RETURNS AND DECLARING RESULTS OF AN  
ELECTION ON THE PROPOSITION THAT THE CITY COUNCIL  
ADOPT A RESOLUTION MAKING CERTAIN FINDINGS,  
DETERMINATIONS, AND ELECTIONS UNDER AND PURSUANT  
TO THE URBAN RENEWAL LAW OF TEXAS

WHEREAS, on the 14th day of November, 1957, the City Council of the City of San Antonio, Texas, passed an ordinance calling an election to be held in said City on the 17th day of December, 1957, on the following proposition:

"Shall the City Council of the City of San Antonio adopt a resolution substantially as follows:

'A RESOLUTION

MAKING CERTAIN FINDINGS, DETERMINATIONS,  
AND ELECTIONS UNDER AND PURSUANT TO THE  
URBAN RENEWAL LAW OF TEXAS

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

1. It is hereby found and determined that one or more slums or blighted areas exists in the City of San Antonio.
2. It is hereby further found and determined that the rehabilitation, conservation, or slum clearance and redevelopment, or a combination thereof, of such slum or blighted area or areas, is necessary in the interest of public health, safety, morals or welfare of the residents of said City.
3. It is hereby further determined that the City of San Antonio shall exercise the powers granted to the City by the Urban Renewal Law of the State of Texas, except the Urban Renewal Project Powers as defined in said Urban Renewal Law.
4. It is hereby further determined to be necessary and in the public interest that the City of San Antonio elect, and, accordingly, the City hereby elects to have said Urban Renewal Project Powers exercised by the Urban Renewal Agency of the City of San Antonio, which agency is created by said Urban Renewal Law.
5. The findings, determinations, and elections herein made are made in accordance with and the various terms used herein are used in the same sense as used or defined in said Urban Renewal Law."

WHEREAS, said election was duly held at the time and places specified after due notice as required by law had been given by posting and publication; and

WHEREAS, said election was duly and legally held on the 17th day of December, 1957, in conformity with the election ordinance heretofore passed by the City Council and the result of said election has been certified and returned to this Council by the proper judges and clerks thereof; and

WHEREAS, there were cast at said election the following vote:

"For the adoption by the City Council of a resolution substantially as set out on this ballot." 2645 votes;

"Against the adoption by the City Council of a resolution substantially as set out on this ballot." 663 votes,

as is reflected in the returns heretofore filed with the City Clerk; and

WHEREAS, only qualified taxpaying voters owning taxable property in said City and who had duly rendered their property for taxation were allowed to vote;

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

1. That said election was duly called; that notice was given in accordance with law and in accordance with the ordinance calling the election; that the election was held in accordance with law; that the return of said election has been made by the proper officers.

2. That the proposition for the adoption by the City Council of a resolution making certain findings, determinations, and elections under and pursuant to the urban renewal law of Texas was sustained and approved by a majority of the resident, qualified electors who own taxable property in said city and who have duly rendered same for taxation voting in said election.

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

4. PASSED AND APPROVED this 18th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

A RESOLUTION ✓

MAKING CERTAIN FINDINGS, DETERMINATIONS AND  
ELECTIONS UNDER AND PURSUANT TO THE URBAN  
RENEWAL LAW OF THE STATE OF TEXAS

WHEREAS, at an election duly held in the City of San Antonio, Texas, on December 17, 1957, a proposition for the adoption by the City Council of a resolution making certain findings, determinations and elections under and pursuant to the Urban Renewal Law of the State of Texas was sustained and approved by a majority of the resident, qualified electors who own taxable property in said City and who have duly rendered same for taxation voting in said election, as shown by the Ordinance, No. 25,864, passed and approved on December 18, 1957, canvassing the returns and declaring the results of said election; NOW, THEREFORE:

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

1. It is hereby found and determined that one or more slum or blighted areas exists in the City of San Antonio.

2. It is hereby further found and determined that the rehabilitation, conservation, or slum clearance and redevelopment, or a combination thereof of such slum or blighted area or areas, is necessary in the interest of public health, safety, morals or welfare of the residents of the City.

3. It is hereby further determined that the City of San Antonio shall exercise the powers granted to the City by the Urban Renewal Law of the State of Texas, except the Urban Renewal Project Powers as defined in said Urban Renewal Law.

4. It is hereby further determined to be necessary and in the public interest that the City of San Antonio elect, and, accordingly, the City hereby elects to have said Urban Renewal Project Powers exercised by the Urban Renewal Agency of the City of San Antonio, which Agency is created by said Urban Renewal Law.

5. The findings, determinations, and elections herein made are made in accordance with and the various terms used herein are used in the same sense as used or defined in said Urban Renewal Law.

6. PASSED AND APPROVED this 18th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,865

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.,"

passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 904)

The re-zoning and re-classification of Lot 21, N.C.B. 7305, from "F" LOCAL RETAIL DISTRICT and "J" COMMERCIAL DISTRICT to "JJ" COMMERCIAL DISTRICT.

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

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

4. PASSED AND APPROVED this 19th day of December A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,866

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH FRED LUDERUS TIRE SERVICE FOR THE PURCHASE OF TIRES AND TUBES FOR CITY OF SAN ANTONIO VARIOUS DEPARTMENTS AND AGENCIES FOR PERIOD BEGINNING JANUARY 1, 1958 AND TERMINATING JULY 31, 1958

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

1. That this ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant ordinances of the City of San Antonio, with Fred Luderus Tire Service for the purchase of the City's requirements of Tires and Tubes for period beginning January 1, 1958, and terminating July 31, 1958 as follows:

TERMS: "Confidential State Price", less 19 1/2%, less 2%-10 days.

2. That the proposal of the Fred Luderus Tire Service is attached hereto and made a part thereof.

3. That should the vendor fail to adhere to any of the specifications and conditions of the contract, the City shall reserve the right to cancel such contract by giving a thirty day written notice of the intention to cancel such contract.

4. That this instrument in writing constitutes the entire Contract between the parties, there being no other written nor oral agreement with 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.

5. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,867

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF MATERIALS TO BE USED IN STREET AND TRAFFIC SIGN MAINTENANCE FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY IN THE AMOUNT OF \$2,019.60

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

1. That the finance Director of the City of San Antonio be authorized to make purchase of certain items of materials required in the manufacture and maintenance of various street and traffic signs from the Minnesota Mining and Manufacturing Company, for a total of \$2,019.60.

2. That the Minnesota Mining and Manufacturing Company is the sole source of supply for this particular type of materials.

3. That payment be made from Working Capital 9-01 Code 6-61.

4. PASSED AND APPROVED this 19th day of December, A. D. 1957.

ATTEST:  
J. Frank Gallagher  
City Clerk

John A. Daniels  
Mayor Pro-tem

## AN ORDINANCE 25,868

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DULANEY SERVICE COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH 5,000 POUNDS GUTTER BROOM STEEL WIRE FOR A TOTAL OF \$2,016.00

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

1. That the attached low qualified bid of Dulaney Service Company, dated December 13, 1957, to furnish the City of San Antonio Department of Public Works - Automotive Repair Shop (Stock) with 5,000 pounds Gutter Broom Steel Wire for a total of \$2,016.00 be, and the same is hereby accepted.
2. That the low qualified bid of Dulaney Service Co. is attached hereto and made a part thereof.
3. That payment be made from Working Capital, 9-01, Code 6-03.
4. That all other bids received are hereby rejected.
5. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,869

ABANDONING A PRESENTLY EXISTING CHANNEL EASEMENT IN NEW CITY BLOCK 12,571, AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM THE SAME TO THOMAS T. DEAN IN CONSIDERATION OF THE SAID THOMAS T. DEAN'S DEDICATION TO THE CITY OF SAN ANTONIO OF A SIMILAR EASEMENT IN BLOCK 1, NEW CITY BLOCK 12,571, AND PROVIDED FURTHER THAT SAID EASEMENT BE CONSTRUCTED AT THE SAID THOMAS T. DEAN'S EXPENSE IN ACCORDANCE WITH THE PLANS DRAWN BY EARL J. WENTWORTH, ENGINEER, ON FILE IN THE CITY OF SAN ANTONIO'S DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION OFFICE

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

1. That a presently existing channel easement in New City Block 12,571, of the City of San Antonio, more particularly described as follows, to-wit:

A certain strip THIRTY FEET (30') IN WIDTH to be used for a drainage easement out of the south margin of Lot 3, Block 1, New City Block 12,571, located within the corporate limits of the City of San Antonio, being more particularly described as follows:

BEGINNING at an iron pipe on the east line of Broadway, being the Northwest corner of Lot 4, and the Southwest corner of Lot 3;

THENCE with east line of Broadway, North  $41^{\circ} 51'$  East, a distance of 30.0' to a corner;

THENCE south  $48^{\circ} - 45'$  East, a distance of 400.0' to a corner on the west line of a 30.0' Alley;

THENCE with west line of said alley, South  $41^{\circ} 51'$  West, a distance of 30.0' to an iron pipe, being the Southeast corner of said Lot 3, and the Northeast corner of Lot 4;

THENCE with line between Lots 3 and 4, North  $48^{\circ} - 45'$  West, a distance of 400.0' to the Place of Beginning;

be and the same is hereby abandoned and closed.

2. The City Manager is hereby authorized to execute a Quitclaim Deed to the hereinabove described easement to Thomas T. Dean in consideration of the said Thomas T. Dean's dedication of a similar channel easement to the City of San Antonio, in Block 1, New City Block 12,571, more particularly described as follows, to-wit:

BEGINNING at a point lying N.  $41^{\circ} 51'$  E 108.0' along the southeast R.O.W. line of Broadway from the Northwest corner of Lot 3, for the most westerly corner of this easement;

THENCE, N  $41^{\circ} 51'$  E 30' along the southeast R.O.W. line of Broadway for the northwest line of this easement;

THENCE, S  $48^{\circ} 09'$  E 400.0' to a point in the northwesterly line of the alley for the northeast line of this easement;

THENCE S  $41^{\circ} 51'$  W 30' along the alley for the southeast line of this easement;

THENCE N  $48^{\circ} 09'$  W 400.0' for the southwest line of this easement to the point of beginning;

and for the further consideration of the construction of said easement at the said Thomas T. Dean's expense in accordance with the plans drawn by Earl J. Wentworth, Engineer, on file in the City of San Antonio's Department of Public Works, Engineering Division Office.

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,870

*Water Bill  
Sale of Pump*

MAKING AND MANIFESTING A DEED FROM THE CITY OF SAN ANTONIO TO JAMES M. GILLESPIE AND FRANK J. MOCKERT AT THE REQUEST OF AND IN ACCORDANCE WITH THE RESOLUTION OF THE WATER WORKS BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO

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

WHEREAS heretofore the Water Works Board of Trustees of the City of San Antonio, Texas did acquire the property hereinafter described as the site for Northridge Tank, paying for same out of its own revenues; and

WHEREAS, considerable opposition from property owners in the immediate vicinity of said site has developed; and

WHEREAS, the Water Works Board of Trustees has purchased another site approximately 300 feet south that is acceptable to the protestants; and

WHEREAS, said Water Works Board of Trustees did at a regular meeting on October 18, 1957 pass a resolution authorizing the sale of the original site for the Northridge Tank, and the said Resolution requested the City Council of the City of San Antonio, Texas, to execute Ordinance Deed for said property; and

WHEREAS, the property hereinafter conveyed was deeded to the City of San Antonio, subject to the use and control of said Board of Trustees, as such and their successors in office;

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

1. That this instrument makes and manifests a Deed from the City of San Antonio to the Grantees hereinafter mentioned;

2. For and in Consideration of the sum of TWENTY FIVE HUNDRED FIFTY THREE DOLLARS AND SEVENTY FIVE CENTS (\$2,553.75), the City of San Antonio, a municipal corporation, has granted, sold and conveyed, and by these presents does grant, sell and convey unto James M. Gillespie and Frank J. Mockert the following real estate situated in the City of San Antonio, County of Bexar, State of Texas, to-wit:

The West 194.2 ft. of Lot "A", New City Block 9040, and being the West 194.2 ft. of a 1 acre tract conveyed to Jack Morris and wife, Irene Morris by Warranty Deed from Wm. Henry Taylor dated April 26, 1950, and recorded in Vol. 2833, page 388, Deed Records of Bexar County, Texas, and being a part of the Fritz C. Pape Tract out of Division 10 of the G. Rodriguez Survey #131, being more particularly described as follows: BEGINNING at a point in the South line of said Morris Tract being 204.8 ft. west of the Southeast corner as described in the above mentioned deed; THENCE West 194.2 ft. to a point for the Southwest corner of the Morris Tract and being the Southwest corner of the tract herein described; THENCE North 0 deg. 55' West 108.9 ft. to a point for the Northwest corner of the Morris tract the Northwest corner of this tract; THENCE East 194.2 ft. to a point for the Northeast corner of this tract; THENCE South 0 deg. 55' East 108.9 ft. to a point for the Southeast corner and the place of BEGINNING.

3. TO HAVE AND TO HOLD the above described premises unto said James M. Gillespie and Frank J. Mockert, their heirs and assigns, together with all and singular the rights and appurtenances thereto in any manner belonging.

4. The City of San Antonio, its successors and assigns, do hereby bind themselves to warrant and forever defend all and singular each and all of the above described premises unto the said James M. Gillespie and Frank J. Mockert, their heirs and assigns, against the claims of any and all persons whosoever, lawfully claim or to claim said premises or any part thereof.

5. The City Clerk is hereby directed to forward an executed copy of this instrument to the Water Works Board of Trustees, to be delivered to the Grantees upon the payment of the consideration above specified.

6. In testimony hereof the City of San Antonio, a municipal corporation, acting by and through its Mayor Pro-tem, hereunto duly authorized, does sign, execute and deliver this instrument, and affix the corporate seal of the City of San Antonio, hereto attested by its City Clerk.

PASSED AND APPROVED AND SIGNED this 19th day of December, A. D. 1957.  
ATTEST:  
J. Frank Gallagher  
City Clerk

/s/ John A. Daniels  
Mayor Pro-tem

## AN ORDINANCE 25,871

APPROPRIATING THE SUM OF \$4,147.56 OUT OF NO. 479-01, STREET IMPROVEMENT BOND FUND, PAYABLE TO ROLAND SCHMIDT FOR EXTRA WORK IN CONNECTION WITH THE IMPROVEMENT OF HIAWATHA STREET FROM SOUTH GEVERS STREET TO HI-LIONS PARK

WHEREAS, the City Council, by Ordinance No. 24,443, passed and approved February 14, 1957, accepted the low bid of Roland Schmidt for the improvement of Hiawatha Street from South Gevers Street to Hi-Lions Park; and

WHEREAS, the consulting Engineer and the City Engineering Staff have recommended that the following additional work be accomplished in connection with such improvement of Hiawatha Street:

1. Provision of additional roadway width along the south side of Highlands High School;
2. Reconstruction, rather than resurfacing of that portion of Hiawatha Street between South Walters Street and South Clark Street;
3. Reconstruction of the intersection of Hiawatha Street in order to facilitate traffic movement by eliminating two distinct offsets; and

WHEREAS, such changes in the original plans entail the expense of an additional \$4,147.56; NOW, THEREFORE:

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

1. The sum of \$4,147.56 is hereby appropriated out of No. 479-01, Street Improvement Bond Fund, payable to Roland Schmidt for additional work to be done in connection with the improvement of Hiawatha Street, from South Gevers Street to Hi-Lions Park, such additional work having been recommended by the Consulting Engineer and the City Engineering staff.

2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,872

APPROPRIATING THE SUM OF \$50.00 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND FUND, SERIES 1955, SECTION "A" #478-01, PAYABLE TO MR. HENRY BELTERAN ATTORNEY AT LAW, PURSUANT TO FINAL JUDGMENT ENTERED IN CAUSE NO. 49,857 STYLED CITY OF SAN ANTONIO VS. PORFIRIO CUELLAR, ET AL, FOR SERVICES RENDERED AS GUARDIAN AD LITEM FOR THE MINOR CHILDREN IN THE ABOVE CAPTIONED CAUSE

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

1. That the sum of FIFTY DOLLARS (\$50.00) be and the same is hereby appropriated from the Expressway and Street Improvement Bond Fund, Series 1955, Section "A" #478-01, payable to Mr. Henry Belteran, Attorney at Law, for services rendered as Guardian Ad Litem in Cause No. 49,857, styled City of San Antonio vs. Porfirio Cuellar, et al.

2. This fee was set by the County Court at Law No. I, Bexar County, Texas, in the final judgment previously entered in the above captioned cause.

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,873

ACCEPTING A QUITCLAIM DEED FROM C. E. BEEMLER, QUITCLAIMING AND RELEASING UNTO THE CITY OF SAN ANTONIO ALL HIS RIGHT, TITLE, INTEREST AND ESTATE IN THE SOUTH 13 FEET OF LOT 3, BLOCK 6, NEW CITY BLOCK 3933, FOR U. S. HIGHWAY #87 NORTHWEST EXPRESSWAY, AND APPROPRIATING THE SUM OF \$300.00 TO PAY FOR SAME

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

1. That the Quitclaim Deed from C. E. Beemler, 1337 Hildebrand Avenue, San Antonio, Texas, quitclaiming and releasing unto the City of San Antonio all of his right, title,

interest and estate in and to the following described tract of land for U. S. Highway #87 Northwest Expressway:

The South 13 feet of Lot 3, Block 6, New City Block 3933, Los Angeles Heights Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, be and is hereby accepted.

2. That the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS be and is hereby appropriated out of Expressway and Street Improvement Bond, Series 1955, Section "A", #478-01, payable to Security Title Company, Inc., to be used in payment for such property.

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,874

AMENDING ORDINANCE NO. 24,724 AND APPROPRIATING  
THE ADDITIONAL SUM OF \$75.00 IN PAYMENT FOR PARCEL  
#2696, DIVISION AVENUE WIDENING PROJECT

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

1. That Paragraph No. 1 in Ordinance No. 24,724, adopted March 28, 1957, be and is hereby amended to read:

"That the Warranty Deed from Bernard Rubenstein, 1020 North Zarzamora Street, San Antonio, Texas, conveying certain property to the City of San Antonio, said property being the South 10 feet of the West 12 1/2 feet of Lot 38, and the South 10 feet of the East 19 feet of Lot 37, Block 19, New City Block 7917, for Division Avenue Widening Project, in the City of San Antonio, Bexar County, Texas, be and is hereby accepted."

2. That the additional sum of Seventy-five and No/100 (\$75.00) Dollars, be and is hereby appropriated out of Street Improvement Bond Fund, 1956 Series, Account No. 479-01, payable to Alamo Title Company to be used as additional payment for such property.

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,875

ACCEPTING THE LOW BID OF MCKENZIE CONSTRUCTION CO., IN THE AMOUNT OF \$173,491.90 FOR IMPROVEMENT OF CULEBRA ROAD FROM BANDERA ROAD TO ATWOOD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING THE SUM OF \$173,491.90 OUT OF NO. 479-01 STREET IMPROVEMENT BOND FUND, TO PAY FOR SAME

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

1. The low bid of McKenzie Construction Co., in the amount of \$173,491.90, for improvement of Culebra Road from Bandera Road to Atwood, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with McKenzie Construction Co., the 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 sum of \$173,491.90 is hereby appropriated out of No. 479-01, Street Improvement Bond Fund, payable to McKenzie Construction Company, in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,876

TRANSFERRING THE SUM OF \$12,792.00 FROM THE GENERAL FUND TO NO. 479-11, STREET PAVING PARTICIPATION BOND FUND, SERIES 1957; PROVIDING FOR THE REIMBURSEMENT OF THE GENERAL FUND IN THE AMOUNT OF \$12,792.00 UPON THE SALE OF STREET IMPROVEMENT BONDS AUTHORIZED AT AN ELECTION HELD ON OCTOBER 22, 1957; AND APPROPRIATING THE SUM OF \$12,792.00 OUT OF NO. 479-11, STREET PAVING PARTICIPATION FUND, SERIES 1957, PAYABLE TO W. F. PICKARD FOR ENGINEERING SERVICES IN CONNECTION WITH PARTICIPATION PAVING PROJECT "B"

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

1. The sum of \$12,792.00 is hereby transferred from the 1957-1958 General Fund to No. 479-11, Street Paving Participation Bond Fund, Series 1957.
2. The sum of \$12,792.00 is hereby appropriated from No. 479-11, Street Paving Participation Bond Fund, Series 1957, payable to W. F. Pickard for engineering services in connection with Participation Paving Project "B", pursuant to the provisions of Ordinance No. 25,820, passed and approved December 5, 1957.
3. Upon the sale of Street Construction and Improvement Bonds, the issuance of which was authorized at an election held on October 22, 1957, the General Fund shall be reimbursed in the amount of \$12,792.00 and the Director of Finance is hereby authorized upon the sale of said bonds, to so reimburse the 1957-1958 General Fund.
4. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,877

ACCEPTING THE LOW BID OF MEADER CONSTRUCTION COMPANY, IN THE AMOUNT OF \$26,857.92, FOR IMPROVEMENT OF S. W. 29TH STREET FROM COMMERCE TO EL PASO AND SAN FERNANDO STREET FROM SW 28TH TO SW 29TH; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAME

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

1. The low bid of Meader Construction Company in the amount of \$26,857.92 for improvement of SW 29th Street from Commerce to El Paso and San Fernando Street from S.W. 28th to SW 29th Street is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with Meader Construction Company the 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 sum of \$26,857.92 is hereby appropriated out of No. 479-01, Street Improvement Bond Funds, payable to Meader Construction Company in such sums and at such times as are provided in said contract.
5. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,878

AUTHORIZING THE TRAFFIC ENGINEER OF THE CITY OF SAN ANTONIO TO SELL TO FORT SAM HOUSTON ONE THREE-SECTION FOUR-WAY NON-ADJUSTABLE TRAFFIC SIGNAL

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

1. The Traffic Engineer of the City of San Antonio is hereby authorized to sell to Fort Sam Houston one three-section four-way non-adjustable traffic signal for the sum of \$20.00.
2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST: J. Frank Gallagher, City Clerk

## AN ORDINANCE 25,879 ✓

AN ORDINANCE AMENDING SECTION 2 OF AN ORDINANCE DATED THE 1ST DAY OF DECEMBER, 1921, ENTITLED "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION ON THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES", AS AMENDED, BY AMENDING PARAGRAPH 4 THEREOF

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

1. That paragraph 4 of Section 2 of an ordinance passed and approved the 23rd day of May, 1936, amending an ordinance dated the 1st day of December, 1921, entitled "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION ON THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR AND PROVIDING PENALTIES", as amended, be and the same is hereby amended as follows:

2. That paragraph 4 of said Section 1 shall hereafter read as follows:

"4.

## BROADWAY

There is hereby designated a route to be known as the Broadway route for motor bus service as follows:

Beginning at North New Braunfels Avenue and Tophill Drive,  
Thence east on Tophill to Bartel Street,  
Thence north on Bartel to Northridge Drive,  
Thence west on Northridge to North New Braunfels Avenue,  
Thence south on New Braunfels to Brightwood Place,  
Thence west on Brightwood to Broadway,  
Thence south on Broadway, through the City of Alamo Heights to Broadway and Burr Road,  
Or beginning at Brees Boulevard on Greenwich Boulevard,  
Thence north on Greenwich to Devonshire Drive,  
Thence east on Devonshire to Kenilworth Boulevard,  
Thence south on Kenilworth to Brees Boulevard,  
Thence west on Brees to Greenwich Boulevard,  
Thence south on Greenwich to Cloverleaf Avenue,  
Thence west on Cloverleaf to North New Braunfels Avenue,  
Thence south on New Braunfels and through the City of Alamo Heights to Broadway and Burr Road,  
Thence south on Broadway to Travis Street,  
Thence west on Travis to Navarro Street,  
Thence connecting with another line and returning to Houston and Navarro Streets,  
Thence east on Houston and returning via Houston and Broadway to Burr Road, thence through the City of Alamo Heights, Broadway, Brightwood and New Braunfels, New Braunfels, Cloverleaf and Greenwich to the place of beginning".

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,880 ✓ *Participate Parking*

AUTHORIZING AND INSTRUCTING THE CITY MANAGER TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF SAN ANTONIO WITH FIRST OF TEXAS CORPORATION FOR THE PERFORMANCE OF CERTAIN SERVICES IN CONNECTION WITH ALL PROPERTY OWNERS PARTICIPATION STREET PROGRAMS INITIATED BY THE CITY OF SAN ANTONIO DURING THE PERIOD MARCH 21, 1958 TO MARCH 20, 1959, INCLUSIVE; MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ENACTING OTHER PROVISIONS INCIDENT AND RELATING TO THE SUBJECT AND DECLARING AN EMERGENCY

WHEREAS, the contract between the City of San Antonio and First of Texas Corporation, under the terms of which First of Texas Corporation has been employed to perform certain services in connection with the property owners' participation street improvement programs of the City of San Antonio, expires on March 21, 1958; and

WHEREAS, the City of San Antonio contemplates that during the period March 21, 1958 through March 20, 1959, one or more street improvement programs will be instituted by the City of San Antonio involving the construction of street improvements to certain streets, avenues or highways in the City of San Antonio, and involving the levying of special assessments against the properties abutting such streets or avenues or highways, or portions thereof, to be improved, or against the owners thereof, for a portion of the cost of such improvements; and

WHEREAS, it is desirable and to the best interests of the City of San Antonio in connection with the proposed street improvement programs for arrangements to be made at this time for the performance of services of the type now being performed by First of Texas

Corporation in connection with the present property Owners' participation street improvement program; and

WHEREAS, the services rendered by First of Texas Corporation have been satisfactory; and

WHEREAS, the City Council finds that such services are non-competitive in nature and that there are no other suppliers of services of such type listed in the files of, or known to, the Director of Finance or the City Manager, and that for such reasons no public advertisement or notice for bids need be given; NOW THEREFORE:

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

and

1. The City Manager is hereby authorized to execute, the Director of Finance shall approve an agreement between the City of San Antonio and First of Texas Corporation for the performance of certain services in connection with all street improvement programs, including the levying of special assessments, which may be initiated in the period beginning on March 21, 1958 and ending March 20, 1959, in accordance with the terms and conditions of the copy of said proposed agreement which is attached hereto and made a part hereof.

2. The fact that numerous streets or avenues, or portions thereof, in the City of San Antonio are in such poor condition that the health and safety of the public are endangered, and the fact that the improvements of such streets or highways, or portions thereof, will eliminate dust and stagnant water and dangerous traffic conditions, and the fact that it is desirable, necessary and to the best interests of the City of San Antonio that arrangements at this time be made for the performance of the services described in the copy of the contract hereto attached, create an emergency requiring this ordinance to take effect immediately, and therefore this ordinance shall be and become effective immediately upon its passage and approval.

3. PASSED AND APPROVED this the 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

THE STATE OF TEXAS    )

COUNTY OF BEXAR        )

THIS AGREEMENT made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation organized under the laws of the State of Texas, situated in Bexar County, Texas, hereinafter called CITY and FIRST OF TEXAS CORPORATION, a Texas Corporation with its principal office and place of business in the City of San Antonio, Bexar County, Texas, hereinafter called FISCAL AGENT,

WITNESSETH:

WHEREAS, the City of San Antonio contemplates the construction of certain street improvements to certain streets, avenues or highways of the City of San Antonio, Texas, and contemplates levying special assessments against the properties abutting the streets, avenues or highways, or portions thereof, to be improved and against the owners thereof for a portion of the cost of such improvements, pursuant to the provisions of the Acts of 1927, 40th Legislature, 1st Called Session, Page 489, Chapter 106, and pursuant to the laws amendatory thereof and supplementary thereto (said Act of 1927 and such laws being commonly referred to as Article 1105b of the Revised Civil Statutes of Texas, 1925, as amended);

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payments and agreements herein agreed to be made and performed by the City, the Fiscal Agent agrees with the City that during the period of this contract it will perform certain services hereinafter set out in connection with such street improvements to such streets, avenues or highways, or portions thereof, as may be ordered improved by ordinance or ordinances which may be hereafter duly passed and enacted by the City Council of the City of San Antonio, in those instances in which the City levies assessments for a portion of the costs of such improvements against the abutting properties and the owners thereof.

#### ARTICLE I

The Fiscal Agent agrees that it will pay the following expenses of such improvement program, to-wit:

(a) Fees of any attorneys employed by the Fiscal Agent to assist the City Attorney of the City of San Antonio in the preparation of the assessment proceedings and other legal instruments necessary or advisable in order that the City may levy valid assessments against the owners of abutting properties and against their properties for a portion of the cost of such improvements; such proceedings consisting of ordinances, notices, assessment certificates, and other proceedings. Such ordinances and proceedings shall in all cases be approved by the City Attorney of the City of San Antonio prior to submission to the City Council.

(b) The expenses incurred in the preparation by the Fiscal Agent of a list of the owners of abutting properties and a description of such properties abutting on the streets or avenues, or portions thereof, being improved in each unit, and the expenses incurred in the preparation by the Fiscal Agent of an assessment roll, with the assistance of the City's Engineer. In this connection it shall be the fiscal Agent's responsibility to furnish to the City's Engineer a list, by improvement units, of the owners of the abutting properties and a description of such properties. The Engineer's responsibility will be to correct any error in such list based on information available to him, and to supply footage information, and to compute the amount to be assessed against each such property and the owner thereof, based on the front footage of his property, and on the estimated per front foot cost of paving, and/or curbing in such unit. This information shall then be typed onto loose leaf sheets or forms prepared by the Fiscal Agent, which sheets, when inserted into a binder, shall constitute the property owners' roll.

(c) The expenses incurred by the Fiscal Agent in connection with soliciting the execution of mechanics lien contracts from the owners of abutting properties where such properties may be exempt under the Constitution and laws of the State of Texas from the fixing of an involuntary assessment lien. In this connection the Fiscal Agent agrees to make a bona fide effort to obtain the execution of valid mechanics lien contracts, or to obtain advance cash payments, or other satisfactory security from all owners of abutting properties which are exempt from the assessment lien.

(d) The cost of publication of all statutory notices.

(e) The cost of printing all assignable certificates of special assessment blanks, and of all mechanics lien contract blanks.

(f) The cost of recording all instruments deemed necessary by Fiscal Agent to be recorded in the Deed or Deed of Trust Records of Bexar County, and the cost of all notaries fees incurred in connection with the execution of mechanics lien contracts by the owners of abutting properties.

(g) The cost of any stenographic transcript of the testimony at the property owners hearing.

(h) The Fiscal Agent further agrees that it will, at the time, in the manner, for the consideration and, subject to the conditions contained in the following Article of this contract (Article II), purchase from the Contractor constructing the improvements each assignable certificate of special assessment which is issued by the City to the Contractor which evidences the levy of an assessment against the owner of a piece of real property abutting a portion of the street or avenue which has been improved and evidences the fact that an assessment has also been levied against such abutting property. Such certificates and any collateral or cumulative mechanics lien contracts shall be assigned, without recourse, by the Contractor to the Fiscal Agent at the time the Fiscal Agent pays the consideration for such certificates.

#### ARTICLE II

A. The Fiscal Agent agrees that it will within thirty (30) days from the date the improvements in each group of improvement units are completed, and accepted by the City, pay to the Contractor the unpaid principal balance due on each such certificate, together with accrued interest, if any, due thereon (except certificates representing unauthorized improvements as hereinafter defined)

B. The City agrees that, in calling for bids, it will advise prospective bidders that it has made arrangements with the Fiscal Agent under the terms of which the successful bidder will be required to assign, without recourse, all assignable certificates of special assessment together with all cumulative or collateral mechanics lien contracts, if any, to the Fiscal Agent within thirty (30) days from the date each group of improvement units is completed and accepted by the City (except those certificates representing unauthorized improvements, as hereinafter defined) upon the payment to the Contractor of the unpaid principal balance on such certificates together with accrued interest thereon.

C. The City of San Antonio agrees to pay the fiscal agent for the services performed in each unit in which the improvements are completed and have been accepted by the City Council a fee in accordance with the schedule listed below:

(1) When curbs have been laid, but no street paving improvements are constructed in a unit, the City agrees to pay to the Fiscal Agent, within thirty (30) days from the date of completion of the improvements in such unit and the acceptance thereof by the City (and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of all certificates of special assessment, and of all collateral and cumulative mechanics lien contracts signed or executed in connection with the improvements in such unit, and simultaneously with the payment by the Fiscal Agent to the Contractor of the unpaid principal balance of such certificates together with accrued interest) a fee equal to twenty-two and one-half (22-1/2%) per cent of the amount of each assessment levied in such improvement unit for completed improvements. Such twenty-two and one-half (22-1/2%) per cent fee formula shall be applicable to all "curb only" improvements regardless of the front foot rate assessed against each owner of abutting property and his property.

(2) Where paving improvements have been constructed in a unit, either with or without the construction of curbs, the City agrees to pay to the Fiscal Agent, within thirty (30) days from the date of completion of the improvements in such unit and the acceptance thereof by the City (and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of all certificates of special assessment, and of all collateral and cumulative mechanics lien contracts issued or executed in connection with the improvements in such unit, and simultaneously with the payment by the Fiscal Agent to the Contractor of the unpaid principal balance of such certificates, together with accrued interest) a fee equal to twenty-two and one-half (22-1/2%) per cent of the amount of each assessment for an amount less than One Hundred Thirty-two and 50/100 (\$132.50) Dollars levied in such unit for completed improvements, and a fee equal to twenty (20%) per cent of the amount of each assessment of One Hundred Thirty-Two and 50/100 (\$132.50) Dollars or more levied in such unit for completed improvements.

D. It is understood that in certain instances an owner may, either prior to, or subsequent to, the levying of an assessment against him and his property, or even though no assessment is levied against him or it, pay cash in advance for his or its portion of the cost of such improvements, or may deposit his or its share of the cost of the improvements in escrow to be released to the Contractor upon completion of the improvements; or, after the date of the assessment certificates, but before the time has arrived for them to be assigned and delivered over to the Fiscal Agent, an owner may make partial or complete payments for his share of the cost of the improvements. All such cash and escrowed payments, whether partial or in full, shall be placed in a special account in a depository approved by the City and delivered over to, or released to, the Contractor within thirty (30) days from the completion and acceptance by the City of the improvements in the unit in question, and simultaneously with the assignment to the Fiscal Agent by the Contractor, without recourse, of the unpaid certificates as set out herein. All money paid by property owners for improvements actually made in accordance with the plans and specifications of the City Engineer to the streets or avenues abutting their properties (including money paid by a property owner under circumstances where an assessment was not levied for such improvements for the reason that the particular property owner may have been exempt from assessment by virtue of being a municipal corporation or agency or political subdivision of the State of Texas or of the United States or the assessing authority itself, or for other reasons) shall be included in tabulating and computing the fee due by the City to the Fiscal Agent for its services in such unit.

E. Simultaneously with the purchase by the Fiscal Agent of the assignable certificates of special assessment from the Contractor, the Contractor shall furnish evidence that all persons supplying it with labor and materials in the construction of such units have been paid. If the Contractor fails or refuses to furnish satisfactory evidence to such effect, the Fiscal Agent shall not be required to purchase such assessment certificates from the Contractor at such time but shall be entitled to delay performance on its part until such evidence can be furnished. During the time of such delay, no interest shall accrue on such certificates insofar as the accounting between the Fiscal Agent and the Contractor is concerned. If the Contractor does not furnish such evidence within a reasonable length of time, the City shall pay the Fiscal Agent its fee and the Fiscal Agent shall cease to be obligated to purchase any certificates from the particular Contractor who has failed to furnish such evidence.

F. Cash and escrowed payments, whether partial or in full, which are delivered over to or released to the Contractor under the provisions of Section (D) above, shall be credited against the unpaid balance owing by the City to the Contractor on the contract price for the completed improvements in the unit in question.

G. The City agrees that when the improvements for curbing and/or street paving have been completed, and when they are accepted by the City in or as to a particular unit, that the amounts payable and assessed against the property abutting on the street or avenue, or portion thereof, situated in said unit and against the real and true owners thereof and against any railway using, occupying or crossing the street or avenue or portion thereof within such unit and against its roadbed, its rails, fixtures, rights and franchises and against the true owners thereof, shall be and become due in four equal installments (or as nearly equal as possible) as follows:

- (1) One fourth (1/4) of the principal sum, without interest, shall be due and payable on or before ten (10) days after acceptance by the City of such improvements in the unit within which the property assessed lies;
- (2) One-fourth (1/4) of the principal sum, plus interest on the unpaid balance from the date of the acceptance of the improvements, shall be due and payable on or before one (1) year from the date of such acceptance;
- (3) One-fourth (1/4) of the principal sum, plus interest on the unpaid balance, shall be due and payable on or before two (2) years from the date of such acceptance; and
- (4) The remaining balance of the principal sum, plus interest on the unpaid balance, shall be due and payable on or before three (3) years from the date of acceptance.
- (5) Interest shall run on the entire unpaid principal balance from the date of acceptance of the improvements by the City at the rate of seven (7%) per cent per annum until paid.
- (6) Each certificate shall provide that if default is made in the payment of any installment of principal or interest when due, then at the option of the Contractor constructing such improvements or his or its assigns, the entire amount shall become immediately due and payable together with reasonable attorneys fees and court costs if incurred. Past due principal and interest shall bear interest at the rate of eight per cent (8%) per annum.
- (7) The assessment certificates issued in each improvement unit shall be dated as of the date the improvements in such unit have been accepted by the City.

H. The City agrees that in each contract entered into with a Contractor to construct the improvements ordered, such contract will provide that the City will not accept the improvements constructed in completed units unless and until such completed units aggregate as much as fifty (50) city blocks; provided, however, a lesser number of units may be accepted by the City, if necessary for a final payment to and release of Contractor under his contract.

I. The City agrees to pass all necessary and proper resolutions and ordinances and to give all necessary and proper notices as may be required to fix liens on all properties abutting the streets or avenues to be improved, against which liens may be fixed by assessment under the Constitution of the State of Texas, and as may be required to create personal liabilities against the owners of all properties abutting the streets or avenues or portions thereof, to be improved, and to fix liens and create personal liabilities against all railways using, occupying or crossing such streets or avenues or portions thereof, to the extent of their statutory liability for such costs, and to issue assignable certificates

of special assessment to evidence all of such assessments. The City also agrees that it will take such steps as may be necessary to reassess any property or interest therein abutting any portion of any street or avenue being improved and to reassess the owner thereof for such portion of the costs of such street paving and curbing improvements for which he and such property may legally be held liable in any instance where it is deemed desirable by the holder of the original assessment certificate that there shall be a reassessment; and agrees to issue reassessment certificates, evidencing such reassessments and such lien and personal liability to the holder of the original assessment certificate or his assignee, or to the party properly entitled to receive same or to his assignee in the event no certificate of special assessment was originally issued. If the Fiscal Agent's attorneys have specifically approved the particular assessment proceedings taken by the City, the Fiscal Agent shall be estopped from claiming that it is not obligated to purchase the certificates of special assessment from the Contractor on the ground that the assessment proceedings are invalid, but no such estoppel shall constitute a denial of its right to a reassessment.

J. It is agreed that the City does not guarantee the collection of the assessments levied against the owners of abutting properties and their properties, but the City does agree to exercise and exhaust all of its lawful powers to aid in enforcing the collection of such assessments, and will hold for and deliver to the Contractor, or its assigns, any sums collected between the date of the acceptance of the improvements and the date of delivery of the certificates to the Contractor, or its assigns, as well as any sums which may thereafter be paid to said City as payment on or of such assessments.

K. It is recognized that a substantial portion of the properties abutting the streets, avenues or highways to be improved by paving and/or curbing will be exempt from the lien of any special assessment which may be attempted to be levied against such properties. It is further recognized that it would not be economically feasible where the owners of certain exempt properties within a unit refuse to create valid mechanics liens thereon, to compel the Contractor to construct such improvements on the portions of the streets, avenues or highways which are immediately abutted by all such properties, and to compel the Fiscal Agent, as assignee of the Contractor, in all such cases to rely on the personal liability of the owners for the payment of the assessment. Therefore, the Contractor shall not construct any of such improvements on that portion of a street, avenue or highway immediately abutting any properties against which the owners are unwilling to fix valid mechanics liens or to otherwise satisfactorily secure the payment of their share of the cost of such improvements; and if the Contractor constructs any improvements under such circumstances and such improvements constitute unauthorized improvements, as hereinafter defined in Paragraph L, then the Fiscal Agent shall not be obligated to purchase the certificates evidencing such assessments. It is further recognized that in many instances, if the curbing and/or paving are omitted to a portion of a street, avenue or highway, the drainage of such street, avenue or highway may be seriously impaired. Therefore, the City reserves the right to eliminate any improvement unit from the improvement program, if any one or more of the owners of exempt property in such unit are unwilling to fix valid mechanics liens upon his property, or to otherwise satisfactorily secure the payment of his share of the cost of the improvements. The Contractor and Fiscal Agent shall, at all times, keep the City Engineer advised as to properties which are to be "skipped", so that the City may exercise the right herein reserved to eliminate a unit or units from the assessment program.

L. In order to eliminate the construction, through oversight, of improvements abutting exempt property, in those instances where valid mechanics liens have not been executed by the owners of such properties and where no other satisfactory security has been furnished, the Contractor and the Fiscal Agent will be required to cooperate with each other in every reasonable way in carrying out the program of soliciting the execution of valid mechanics lien contracts, and particularly:

- (1) The Contractor shall give the Fiscal Agent notice in writing of its intention to start work on the improvements in each particular unit of improvement at least forty-eight (48) hours before it contemplates beginning such work in such unit.
- (2) The Fiscal Agent shall advise the Contractor in writing before the expiration of such forty-eight (48) hour period as to which of the properties in such unit are exempt properties in the opinion of the Fiscal Agent.
- (3) The Contractor will not begin the construction of any of such work on the portion of any street or avenue immediately abutting any property which the Fiscal Agent has notified Contractor in writing (as provided above) is exempt property unless and until the Fiscal Agent has also notified Contractor in writing that: (a) a satisfactory mechanics lien contract has been obtained from the owner of such property; or (b) other satisfactory security has been obtained from such owner; or (c) the Fiscal Agent is willing to rely upon the personal liability assessed against the owner for the collection of such owner's share of the cost of such improvements; or (d) other satisfactory arrangements have been made between City and Fiscal Agent.
- (4) All mechanics lien contracts shall be submitted to abutting property owners on forms which have been approved by Fiscal Agent's attorneys, and the City shall require the Contractor to execute and acknowledge all mechanics lien contracts applicable to a unit before any work is begun in such unit.
- (5) Any curbing and/or paving improvements made by the Contractor without compliance with the above subparagraphs 1 through 4 of this Paragraph L shall be considered "unauthorized improvements" as such term is used in this contract, unless the Fiscal Agent has failed to comply with the obligations imposed on it by the above provisions of this contract.

M. The Contractor shall not begin any work on the improvements in any unit until twenty (20) days have elapsed from the date the hearing on special benefits to owners of properties in such unit is closed by ordinance and the assessments levied and then only in the event no suit has been filed within such twenty (20) day period, attacking the validity of the assessments or of any of such assessments. If within twenty (20) days from the date such hearing is closed and assessments levied a suit or suits have been instituted, attacking the validity of all or part of the assessments levied by the ordinance closing such hearing or by a later ordinance, the Contractor and Fiscal Agent may, at the election of either, be released from all of their respective obligations under their contracts with the City insofar as the units in which properties assessed by such ordinance are concerned; or they may at their joint election undertake the defense of such suit or suits, and if such defense is sustained by the final judgment of a court of competent jurisdiction, then their contracts shall be of binding force and effect, except that the delay caused by such litigation shall not be charged against said Contractor. If a court of competent jurisdiction enters a final judgment sustaining any such contest, or if for any reason such contest has not been finally disposed of by a final judgment of a court of competent jurisdiction within one (1) year from the date such suit or suits was or were instituted, then the Contractor and the Fiscal Agent shall at their election be released from all obligations under their contracts.

N. This contract is entered into on the premise that the City does not intend to pay any of the cost of constructing curbs, where curbs are constructed in any unit, and that all such costs for constructing curbs will be assessed against the abutting property and the owners thereof; however, the City may, if it so determines, pay part of the cost of constructing such curbs. It is also contemplated that the City will pay approximately one-third (1/3) or more of the estimated cost of the paving improvements in each unit (other than the cost of the paving improvements within the areas between rails, tracks, double tracks, turnouts and switches, and two feet on each side thereof, of any railway using, occupying or crossing any street or avenue or portion thereof), provided that the City shall not pay more than two-thirds (2/3) of the estimated cost of the improvement program. It is further contemplated by both parties that all of the cost of paving improvements within the areas between rails, tracks, double tracks, turnouts and switches and two feet on each side thereof of any railway using, occupying or crossing such streets or avenues to be improved, or any portion thereof, shall be paid by the respective owners of such railway, and will be specifically taxes and assessed against such railway and its roadbed, ties, rails, fixtures, rights and franchises, and the real and true owners thereof. It is further contemplated that the portion of the cost of the improvements which are not paid either by the City or by such railways will be assessed against the properties abutting the street, avenue or highway, or portion thereof, being improved and against the owners of such properties.

O. When the term "paving" is used herein, such term includes all necessary and incidental excavating, grading, filling, engineering and other incidents to the construction of a completed paving improvement, including incidental drainage facilities.

P. At the time of the execution of this contract, the City has completed the engineering on approximately fifty (50) blocks of streets, avenues and highways. It is contemplated that the City Council will, in the near future, pass an ordinance ordering the improvement of such streets, avenues or highways and incorporating them into defined improvement units. The Fiscal Agent shall be required, immediately upon the closing of the property owners benefit hearing and the levying of assessments in such units, to begin the active solicitation of the execution of mechanics lien contracts by the owners of exempt properties abutting such streets, avenues or highways in such units; and thereafter, such active solicitation shall be continuously pursued as to all improvement units as to which the benefit hearing have been closed and the assessments levied.

Q. This contract shall be applicable to all services performed by Fiscal Agent under any street assessment proceedings commenced by the City of San Antonio within one (1) year from March 21, 1958.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 1957

CITY OF SAN ANTONIO

By \_\_\_\_\_  
City Manager

ATTEST:

City Clerk  
City of San Antonio

FIRST OF TEXAS CORPORATION

By: \_\_\_\_\_  
President.

AN ORDINANCE 25,881 ✓ *de*

MAKING AND MANIFESTING A CONTRACT WITH THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO FOR THE ILLUMINATION OF THE EXPRESSWAYS IN SAN ANTONIO, U. S. 81 BETWEEN BROADWAY AND NOGALITOS STREET, U. S. 87 BETWEEN FREDRICKSBURG ROAD AND INTERSECTION WITH U. S. 87 AND U. S. 81 FROM MARTIN TO GUADALUPE

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

That this ordinance makes and manifests a Contract with the City Public Service Board of San Antonio, as follows:

SAN ANTONIO URBAN EXPRESSWAY

CONTRACT

FOR OPERATING AND MAINTAINING ILLUMINATION SYSTEM

This is an AGREEMENT made by and between the City of San Antonio, Bexar County, Texas, acting through its City Council hereinafter called City, and the City Public Service Board, of San Antonio, hereinafter called BOARD.

WHEREAS, the City of San Antonio, acting by ordinance executed a contract with the State of Texas providing for the maintenance and operation of the street illumination system on the San Antonio Urban Expressway, U. S. 81 from Broadway to Nogalitos Street, and U. S. 81 from Martin to Guadalupe Street, and U. S. 87 from Fredericksburg Road to Intersection with U. S. 81; and

WHEREAS, pursuant to the provisions of said contract, the State and the City desire to share the costs for illuminating and maintaining the lighting of such project; now

THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is understood and agreed as follows:

1. The lighting system on the Expressway in the City of San Antonio, U. S. 81 from Broadway to Nogalitos Street, U. S. 87 from Fredericksburg Road to intersection with U. S. 81 and U. S. 81 from Martin to Guadalupe Street, shall be operated and maintained in an efficient and sightly manner by the Public Service Board. The Board shall furnish the electric energy required for such system.
2. The Board agrees to furnish electric energy for the operation of the entire lighting system for approximately 4,000 more per year. The Board will turn the Expressway Lights on and off at the same time as the City of San Antonio street lighting system is turned on and off, or may at its option control the system by the photo electric controllers installed with the system.
3. The Board agrees to provide adequate patrolling and inspection of the lighting system, and to furnish and replace burned out globes.
4. For operation and maintenance and other necessary repairs of the Expressway lighting system, the Board will bill the State monthly for the State's share of the costs in accordance with paragraphs 2 and 3 of that certain contract between the City of San Antonio and the State adopted April 4, 1957, a copy of which is attached hereto as "Exhibit A". For operation and maintenance of the system, the Board will bill the City monthly for the cost of supplying such service less such amounts as are required by this agreement to be billed to the State of Texas.
5. It is expressly understood that the Board shall not be held liable for any damages accruing to the State or City or those claiming or holding under the State or City as the result of a failure on the part of the Board to supply electric energy when such failure is due to causes other than negligence of the Board or is due to fires, strikes, storms, shut-downs necessary for repairs, or other like causes.
6. Should the State or City fail to comply with any of the covenants herein contained or to make settlement in full for services rendered hereunder by the Board with twenty (20) days from the time statement covering same is mailed by the Board to the State and City, then the Board shall have the right to either discontinue the supply of electric energy until such settlement is made or covenants performed, or if it prefers, cancel and void this agreement.

THIS AGREEMENT when signed by both parties shall supersede all other agreements for the services described herein and shall become a contract to remain in full force and effect until modified by mutual agreement of both parties or until thirty (30) days notice of its termination is given in writing by either party to the other.

PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels,  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

APPROVED AND ACCEPTED:

CITY PUBLIC SERVICE BOARD OF SAN ANTONIO

BY: Date:

✓ *Railways*

AN ORDINANCE 25,882

REGULATING OBSTRUCTION OF STREETS BY RAILWAYS BY  
MAKING ANY OBSTRUCTION OF MORE THAN FIVE MINUTES  
UNLAWFUL; AND PROHIBITING BLOCKING OF STREET FOR  
SECOND TIME AFTER OBSTRUCTION FOR FIVE MINUTES OR  
LESS FOR A PERIOD OF AT LEAST FIVE MINUTES

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

- ✓ 1. Section 46-17 of the San Antonio City Code is amended to read as follows:

"Sec. 46-17. Obstruction of Streets.

(a) "It shall be unlawful for the directing officer or the operator of any railroad train to operate the train in such a manner as to prevent the use of the street for purposes of travel for a period of time longer than five minutes. It shall be a defense to prosecution under this section that the train, other than a switch engine, was in motion at a speed of more than three miles per hour during all or a part of the period of blocking travel and was not standing for five minutes or more."

(b) "It shall be unlawful for the directing officer or the operator of any railroad train to operate the train in such a manner that a street, blocked by a train so as to prevent its use for travel, is a second time blocked without the intervention of a period of at least five minutes during which such street shall be open to travel."

2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

✓ *Lease - International Airport*

AN ORDINANCE 25,883

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE  
AGREEMENT WITH AIRNEWS, INCORPORATED, FOR CERTAIN  
PROPERTY AT THE SAN ANTONIO INTERNATIONAL AIRPORT

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

1. The City Manager is authorized to execute a lease agreement with Airnews, Incorporated, for certain property at the San Antonio International Airport. A copy of such lease agreement is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

THIS LEASE AGREEMENT, made this 19th day of December, 1957 between City of San Antonio (hereinafter referred to as the "Lessor" and Airnews, Incorporated, a corporation, incorporated under the laws of the State of Texas, with its principal office at San Antonio, Texas, (hereinafter referred to as the "Lessee".)

WITNESSETH:

WHEREAS, the Lessor herein is the owner of San Antonio International Airport located in the City of San Antonio, County of Bexar (hereinafter referred to as the "Airport"), and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to grant and lease unto the Lessee that certain parcel of land described herein, together with certain improvements therein, and hereinafter set out, and,

WHEREAS, the Lessee is a corporation primarily engaged in commercial aviation retail sales, fuel vending, and general activities of fixed base operations and aircraft over-haul and sales, and

WHEREAS, the Lessee did construct a hangar on the Airport under terms of a lease granted to the Lessee by Lessor dated May 20, 1948, as amended by supplement dated November 16, 1950, and

WHEREAS, the Lessee is willing to relinquish and terminate said lease and amendment and execute a revised lease as set forth subsequently to assist Lessor in the Lessor's issuance of revenue bonds for improvements to the Airport, and

WHEREAS, it is understood that the Lessee proposes to lease on a net basis from the Lessor, the ground underlying Lessee's hangar and the 60 foot by 120foot shop building and apron constructed by Lessor and adjoining ground area defined as Plot H on Exhibit 2 hereof all as herein set forth which the Lessor deems advantageous to itself and to the efficient operation of the Airport, and

WHEREAS, the Lessor owns said 60 foot by 120 foot shop building and apron on said airport, and

WHEREAS, the Lessee has indicated a willingness and ability to properly keep and maintain and improve said shop building and apron in accordance with standards established by the Lessor if granted a lease of sufficient term on said building and the ground area around and underlying said building; and

WHEREAS, the Lessor desires to grant and lease unto the Lessee Plot H and the shop building and apron located thereon, together with certain privileges, rights, uses and interest therein, exclusive or otherwise, as hereinafter specifically set out, and

WHEREAS, the Lessee desires to obtain and avail itself of the said privileges, rights uses and interests therein; NOW THEREFORE:

#### ARTICLE I

1. DESCRIPTION OF PREMISES DEMISED. The Lessor, in consideration of the compensations and the sundry covenants and agreements set forth herein to be kept and performed by the Lessee, does hereby and by these presents demise and lease unto the Lessee upon the conditions hereinafter set forth, all of which the Lessee accepts, the following premises, together with improvements thereon, (hereinafter called the "leased premises" or "demised premises") and attendant privileges, uses, rights and interests hereinafter described to-wit:

##### PLOT H

From a point located at the intersection of the centerlines of Entrance Road and Second Avenue, Northeast Area, San Antonio International Airport, thence S 03°28'30" E 25.0 feet to a point in the North line of Plot H, the point of beginning of this survey;

Thence N 86°21'30" E 112.0 feet to the Northeast corner;  
 Thence S 03°28'30" E 395.0 feet to the Southeast corner;  
 Thence S 86°31'30" W 607.5 feet to the Southwest corner;  
 Thence N 03°28'30" W 395.0 feet to the Northwest corner;  
 Thence 25.0 feet from and parallel to the centerline of Second Avenue  
 N 86°31'30" E 495.50 feet to the point of beginning, the whole  
 containing 239,962.50 square feet (5.51 acres).

The location of the leased premises are set forth on Exhibits 1 and 2, and the condition of the improvements is as set out in the joint inventory and conditions report, all of which are attached hereto and made a part hereof, together with the general use of all public airport facilities and improvements of a public nature which are now or may hereafter be connected with or appurtenant to said Airport except as hereinafter provided, to be used by Lessee and/or its sub-lessee for commercial hangar and fixed base operations as herein defined.

For the purposes of this lease "public airport facilities" shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and avigational aids, lighting facilities, adequate terminal facilities, or other public things appurtenant to said Airport.

(a) It is stipulated and agreed that no functional alternation of the premises shown by plat on Exhibit 1 or functional change in the uses of such premises, except as reflected in said Exhibit 1 shall be made which shall substantially adversely affect the use by Lessee of the demised premises without the specific consent of the Lessee herein.

(b) It is mutually agreed that the right to use said public airport facilities in common with others authorized so to do shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

2. PRIVILEGES, USES, RIGHTS AND INTERESTS. In addition to the general privileges, uses, rights and interests attaching to the demised premises hereinbefore described and without limiting the generality thereof, the following particular privileges, uses, rights and interests are demised to the Lessee and/or its tenants and sub-lessees, to-wit:

(a) The loading and unloading of aircraft in any lawful commercial aviation activities.

(b) The maintenance, storing and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase and sale of parts, equipment, and accessories therefor.

(c) The right to maintain a business of buying and selling aircraft, parts and accessories therefor, aircraft fuels, lubricants and propellants solely in the area specified below in sub-section (d) hereof, including the right to use vehicles to service aircraft for the sale of aircraft fuel and lubricants on said Airport, aviation equipment of all descriptions, either at retail or wholesale or as a dealer; tobacco, confections and refreshments vendible by coin operated machines; and to maintain on said premises appropriate facilities for the conducting of said business.

(d) The right to sell aircraft fuels, lubricants and propellants at said airport except at specific places on said Airport as may from time to time be designated by the Lessor.

(e) The training on the Airport of personnel in the employ of the Lessee and/or its tenants and sub-lessees and members of the public generally as students, or otherwise, in any art, science, craft or skill pertaining directly or indirectly to aircraft.

(f) The unrestricted use of said public airport facilities and navigational aids and facilities relating thereto for purposes of commercial and non-commercial landings, take-offs and taxiing of aircraft.

(g) The unrestricted use of and a right of ingress to and egress from the demised premises without charge therefor except the considerations set out herein.

(h) The right to provide for the location, construction, erection, maintenance, and removal of improvements, in any lawful manner, upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein, subject, however, to the conditions herein generally or particularly set forth.

3. DEFINITION OF HANGAR AND FIXED BASE OPERATIONS. Hangar operations are hereby defined as the housing in hangars, shops, or related office space of any activity related to the business of repairing, leasing, purchasing, or otherwise acquiring, selling, exchanging, disposing of dealing in or distributing aircraft of every class and description, engines, motors, aircraft instruments, devices, supplies and accessories; the servicing of aircraft, aerial survey, photography, mapping and the sales of said work and services; the operation of aerial taxi and sight-seeing services, and aerial advertising; the operation of schools of flying, navigation, mechanics, aerial survey, photography, aircraft design, theory and construction; aeronautical and allied research; the operation of the business of the non-scheduled and charter transportation of passengers, the maintenance of offices and the operation or undertaking of any phase of aviation commercial activity for profit related to or in any contributing to air transportation or aerial navigation.

Fixed base operations are hereby defined as a person, firm or corporation engaging in the sales, renting, leasing, and operating of aircraft for profit, including as related phases, the custom repair, overhauling, rebuilding and modification of aircraft and activities set forth in Article I, Section 2, Sub-section (a) through (d) including the selling of aircraft and the conduct of any non-scheduled, or any other type of flight operations for commercial purposes.

## ARTICLE II

### OPTIONS

1. The Lessee shall have an option to least Plot D as set forth on Exhibit 2 B, hereinafter described to-wit:

From a point located at the centerline of Entrance Road and first Avenue, Northeast Area, San Antonio International Airport, thence S 86° 31' 30" W 86.30 feet and S 03° 28' 30" E 50.0 feet to the Northeast corner and point of beginning of this survey;

Thence S 03° 28' 30" E 760.0 feet to the Southeast corner;

Thence S 86° 31' 30" 179.69 feet to a corner;

Thence 50.0 feet from and parallel to the East edge of an apron N 03° 28' 30" W 395.0 feet to a corner;

Thence 25.0 feet from and parallel to the centerline of Second Avenue S 86° 31' 30" W 607.50 feet to a corner;

Thence 25.0 feet from and parallel to the centerline of "C" Street N 03° 28' 30" W 365.0 feet to the Northwest corner;

Thence 50.0 feet from and parallel to the centerline of First Avenue N 86° 31' 30" East 787.19 feet to the point of beginning, the whole containing 7.80 acres more or less, excluding 0.42 acre more or less in Second Avenue and Entrance Road.

which may be exercised at any time during the life of this lease upon like terms and conditions as herein set out and for the rentals prescribed in Article VI, Paragraph 1, hereof; Provided, however, that at any time before said option is taken up by the Lessee, the Lessor herein by exhibiting to the Lessee a bonifide proposal, or proposals, to lease said parcel or parcels thereof, together with a performance bond conditioned upon a time certain within which to execute said lease and to develop said property, shall require the Lessee to elect whether to exercise its option herein, provided further, that the Lessee shall first have a right to exercise its option upon said parcel of land upon like terms and conditions as set forth in said proposal, (or most satisfactory proposal to Lessor if more than one); or upon terms and conditions set forth in this lease; provided further, that the Lessee shall have a period of twenty (20) days from the date of such notice setting forth the conditions of such proposal as aforesaid within which to take up said option on like terms as aforesaid.

## ARTICLE III

### UNDERTAKING OF LESSOR WHICH ARE CONSIDERATIONS HEREIN

1. Lessor covenants and agrees that at and until the granting and delivery of this lease it is well seized of the leased premises and has good title thereto free and clear of all liens and encumbrances having priority over this lease and full right and authority to lease the same as herein set forth and that all things have happened and been done to make its granting of said lease effective and Lessor warrants to the Lessee peaceful possession and quiet enjoyment of the leased premises during the term hereof upon performance of Lessee's covenants herein.

2. Lessor covenants and agrees during the initial twenty (20) years of the term hereof to operate and maintain the Airport and its public airport facilities, as defined in Article I, Paragraph 1, as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal

Airport Act. Thereafter, the Lessor may, but shall not be obligated to maintain the Airport under the terms of this lease. In the event, however, that the Airport should be abandoned, the City must give Lessee liquidated damages, as are provided in Article VII, Paragraph 2, hereof, and all rental, future fees and charges shall cease and thereby be discontinued.

3. The Lessor does not assume any responsibility as to the present condition of the leased premises and does not assume responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe and serviceable condition.

4. Subject to the execution of a separate net lease therefor, Lessor agrees to lease equal or greater space than that currently leased (6,885 sq. ft.) in one of the City owned Hangars 1, 2, or 3 in the Central Area of such Airport for Lessee's operations as permitted hereunder. In the event the Lessor elects to raze, destroy, abandon or relocate said City owned hangars, Lessor agrees to lease to Lessee sufficient ground space in the Central Area of said Airport for Lessee's construction thereon of at least 12,000 square feet of hangar, shop and office space for Lessee's operations as permitted hereunder.

#### ARTICLE IV.

##### UNDERTAKINGS OF LESSEE WHICH ARE CONSIDERATIONS HEREIN

1. The use and occupancy of said premises by the Lessee shall be without cost or expense to the Lessor. It is understood and agreed that the Lessor is not obligated to furnish any utility and services such as heat, light, water and gas, to the Lessee during the period of occupancy. If the Lessor operates or maintains water or other utility services to the premises covered by this lease it will continue to furnish such utility service at the request of the Lessee providing that the Lessee shall assume and pay for necessary meters for measuring said service and the charges for providing such service. Lessee further agrees that in the event it shall become necessary to make changes upon the premises or within the building covered by this lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company.

2. Lessee agrees, at its own expense, to cause the lands demised, and the buildings, improvements and appurtenances thereto, to be maintained in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said airport.

3. Lessee agrees, at its own expense, to cause to be kept and maintained all structures on the leased premises in as good repair during the term hereof as of the date this lease was executed, normal wear and tear excepted.

4. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided, however, that in the event that normal Municipal Services undertake the Collection and disposal of waste, the Lessee agrees to abide by the regulations and ordinances applicable thereto.

5. Lessee shall save the Lessor harmless of and from any and all costs or charges for utility services furnished to or required by the Lessee during the term and/or expense, such as may be necessary or required in the operation and maintenance of the demised premises; provided, however, that the Lessee is hereby given the right to connect to any and all storm and sanitary sewers, water and utility outlets at its own cost and expense and shall pay for any and all service charges incurred or used on said leased premises. Lessee further agrees to construct, pave and maintain all necessary access roadways to the demised premises over rights-of-way provided by Lessor.

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

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

8. Lessee will not suffer or permit to be maintained upon the outside of any improvements on the leased premises any billboards or advertising signs except that Lessee may maintain on the outside of said buildings its name (s) and that of its tenants and sub-lessees on neatly painted, electric or neon sign or signs, such signs, however, as to their size, construction, location, content, color and general appearance to be approved by the Lessor.

9. Lessee and its tenants, employees, agents and servants will obey such reasonable rules and regulations as may from time to time be promulgated by Lessor or its authorized agents in charge of the Airport to insure the safe and orderly conduct of operations and traffic to, from or upon the demised premises, and the Lessee and its tenants will obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof, by the State of Texas and by the County of Bexar for like purposes.

10. Lessee accepts the leased premises in their present condition and without expense to Lessor and will repair and maintain the installations thereon, except as set out in the joint inventory and conditions report attached and made a part hereof, and remove or cause to be removed, sand and debris from the leased ground to the extent the use thereof by Lessee and its tenants and may require.

11. Nothing herein shall be deemed to relieve the Lessee and its tenants, sub-lessees,

patrons, invitees, and others from field use charges as are levied generally by the Lessor directly upon the operation of aircraft including fuel flowage fees.

12. Lessor beginning on the date hereof and during the full term or until earlier termination of this lease shall cause all improvements owned by the Lessor on the demised premises to be kept insured in an amount not less than the full reasonable insurable value thereof, but not less than an initial sum of \$25,000 (Twenty-five thousand dollars), against the perils of fire, extended coverage, and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils, and for at least a minimum sum of 1/25 of said \$25,000.00 (Twenty-five thousand dollars) for each remaining year such value and amounts to be determined at the commencement of the term of this lease and thereafter for all renewal periods of such insurance by agreement between lessor and lessee. The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing the damage done to said improvements, or in the case of their destruction or the destruction of any part thereof, the cost of reconstruction thereof, such cost in excess of insurance proceeds to be paid by Lessee, provided, however, that such proceeds need not be devoted to such repair, restoration or reconstruction, but shall be retained by Lessor if Lessee cancels this lease pursuant to Article VII, Paragraph 3 hereof. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the Insurance Company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance.

13. The Lessee or its tenants and sub-lessees agrees to conduct its business in a proper and first-class manner at all times, and to furnish gasoline and lubrication services, a minimum of sixteen (16) hours daily and to have a mechanic on duty or on call at least twelve (12) hours per day, seven (7) days per week, and further agrees that the services rendered and facilities provided will be adequate to meet the general demands for such services and facilities at the Airport.

14. Lessee agrees that no additional structures or building improvements, other than fences, carports and other non-enclosed structures will be placed on the demised premises nearer than fifty (50) feet to the boundaries of said premises of Plot H as shown on Exhibit 2, provided that building improvements in existence as of the date of this lease may be improved and maintained but not extended even if closer than fifty (50) feet to the boundaries of the demised premises, except in case wherein, by written statement, it can be proven that such a condition would cause an economical hardship upon the Lessee, in the event a waiver could be granted by Lessor.

#### ARTICLE V. TERM OF LEASEHOLD

1. This lease and all the terms herein shall take effect on the day the City of San Antonio sells \$1,500,000 or more of Airport revenue bonds for purpose of improving San Antonio International Airport. Thereafter, the term of this lease shall be for a period of twenty-five (25) years terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, unless extended under the terms of this Article, Paragraph 3.

2. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this lease shall be extended by the amount of the period of such suspension.

3. After the end of the twenty-five (25) year period herein provided, the Lessee shall have first right of refusal to extend this lease on the same terms and conditions as herein set forth during a period of ten (10) years thereafter, exercisable in writing sixty (60) days after written notice from Lessor, in the event Lessor shall receive a bona fide offer of lease of the demised premises during that ten (10) year period. The Lessor shall have the right of refusal to be on the same terms as or substantially equal to, the terms of the bona fide offer so received, which terms shall be set forth in the written notice to Lessee. During said ten-year period the term, hereof, shall be deemed to continue until terminated by Lessee. Provided, however, should Lessor receive a bona fide offer for lease of Lessee they shall give notice thereon to Lessee and the Lessee shall have sixty (60) days after such notification to execute a lease with the Lessor on the same or substantially equal terms and conditions as the bona fide offer:

(a) failing to exercise such rights of first refusal within the time and in the manner provided above, or

(b) in writing surrendering its rights under this lease

#### ARTICLE VI

##### RENTALS

1. For the gross area of the Basic Lease, Exhibit 2, containing 5.51 acres, more or less, including area for apron, auto parking and roadways therein, a ground rental of Three Hundred Twenty-five Dollars (\$325.00) per acre per year shall be paid to Lessor by Lessee. For the Option Area as set forth in Article II hereof, a ground rental of Eighty one Dollars and Twenty-five cents (\$81.25) per acre per year for the 8.22 acres, more or less, contained in the Option Area shall be paid by Lessee to Lessor until such time as Lessee elects to exercise said option, at which time Lessee's rental for the Basic Lease (Plot H) and the Option Area (Plot D) containing a combined total of 13.73 acres, more or less, shall become and remain thereafter Two Hundred Fifty Dollars (\$250.00) per acre per year for the combined acreage leased hereunder.

2. For the building (s), facilities and improvements owned by the Lessor other than land as defined in Article I, Paragraph 1, a rental in the amount of One Thousand One Hundred Fifty Dollars (\$1,150.00) per year shall be paid to the Lessor by the Lessee as the net lease payment for such improvements.

3. The rental above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning with the first day of \_\_\_\_\_, 19\_\_\_\_\_.

4. Effective on the day all other similar aviation commercial tenants on the Airport are so charged, this Lessee agrees to pay each year to the Lessor as an additional

annual rental, the following percentages of all applicable gross receipts from all commercial operations conducted on, in or from the demised premises:

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

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

This Lessee shall, with respect to business done by it on, in and from said demised premises, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, on credit, or otherwise (without regard to whether paid or not), and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises.

This Lessee shall, on or before the 30th day after the end of each calendar year, during the term hereof and any extensions under Article V, Paragraph 3, submit to the Lessor a Certified statement, as determined by good accounting principles, showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year; This statement shall show such reasonable detail and breakdowns as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rentals due hereunder.

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

5. As a part of the pecuniary consideration herefor, the Lessor shall be entitled to collect and Lessee and its tenants and sub-lessees agree to pay a fuel flowage fee as determined by the Lessor from time to time for each gallon of aviation fuel delivered to the Lessee on said Airport. The aforesaid flowage fees shall be due on the first day of the month succeeding that in which the aircraft fuels are received and shall be delinquent if unpaid before the fifteenth day of each month.

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

6. Within thirty (30) days prior to each anniversary of this lease the fixed rental payments set forth in Paragraphs 1 and 2 above shall be adjusted in proportion to the increases or decreases in the indices of (a) the United States Bureau of Labor Statistics for Manufacturing Production Worker Payrolls, and (b) of all Commodity Wholesale Prices, in the following manner; the indices of both (a) and (b) shall be averaged arithmetically for the last available twelve (12) monthly indices and compared to the average base indices set forth below which comparison shall automatically adjust the rental payment rates; provided, however, that said rental payment rate shall not be adjusted unless the computation as aforesaid shall result in a change in the fixed rental rates of five percent (5%) or more. Such change shall become effective on the anniversary date of the lease for the ensuing twelve (12) months. This provision shall be effective in this manner as long as both indices above mentioned are published by said Government authorities in the same form and based on the same data as at the date of granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change in form and basis of indices. As of the date of this agreement, the U.S.B.L.S. index for Manufacturing Production Worker Payrolls is 165.0 (Aug.) and the Commodity Wholesale Price Index is 118.4 (Aug.). All calculations to determine increases or decreases shall use these indices as their base.

#### ARTICLE VII

## TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

1. This lease shall terminate at the end of the full term thereof, and the Lessee shall have no further right or interest in any of the lands, buildings, or improvements hereby demised, except as provided in Article V, Paragraph 3 and Article IX, Paragraph 1, hereof.

2. In the event Lessor fails to perform its obligations as set forth in Article III of this lease, the Lessor shall pay to the Lessee as liquidated damages the depreciated value of the fixed improvements already made as per statement of value attached, and those made with the Lessor's written approval of design and cost on the demised premises. For the purposes of this lease shall depreciated value on improvements made after the date hereof shall be computed for the twenty-five (25) years term of this lease based on actual original cost. For improvements owned by the Lessee which are situated on the premises as of the date hereof, the Lessor and Lessee hereby agree to a value of \$50,000 which shall be depreciated over the term of this lease. In addition, a premium of two percent (2%) per year of said depreciated value for the unexpired term of this lease shall be paid to Lessee by Lessor and thereupon all said improvements shall be and become the sole property of Lessor, provided, however, that in lieu of accepting said depreciated value (not including the premium), the Lessee shall have the option of removing said fixed improvements and thereupon this lease shall terminate. In the event the Lessor requires the demised premises for public airport facilities, the Lessor reserves the right on six months notice, to relocate or replace the Lessee's improvements in substantially similar form at another generally comparable location on said Airport in lieu of the liquidated damages set forth above.

3. On the non-payment of the whole or any part of the amounts agreed upon at the time such payments become due, on the filing of a voluntary petition in bankruptcy, the destruction of the improvements, on the demised premises without replacement thereof within a period of six (6) months, the making of any general assignment for the benefit of creditors, upon occurrence of any acts which operates to deprive Lessee permanently of the rights, power, and privileges necessary for the proper conduct and operation of the rights granted herein, upon the abandonment of the demised premises or discontinuance of aviation commercial operations as set forth in Article I, Paragraph 3 and Article IV. Paragraph 13 herein, or upon the non-performance by the Lessee of any of the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor may take immediate possession of the premises and declare this lease agreement terminated. It is agreed that failure of the Lessor to declare this agreement terminates upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this agreement null and void by reason of any subsequent violation of the terms of this agreement.

4. The Lessee shall have the right and privilege of sale, assignment and/or transfer of this lease for the purposes defined in Article I, Paragraph 3, hereof, upon notice to the Lessor stating the name and address of the proposed buyer; assignee, and/or transferee. If the Lessor shall determine that said proposed buyer, assignee, and/or transferee is objectionable, such objection shall be stated in writing to the Lessee within twenty (20) days after notice of such proposed sale, assignment, and/or transfer and such written objections by the Lessor shall act to prevent such sale, assignment and/or transfer as the case may be. After a sale of assignment by Lessee of its interests in this lease, Lessee shall thereafter be relieved from liability for rental payments thereafter accruing under the lease.

5. National Emergency. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military 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 in accordance with Article V, Paragraph 2, hereof.

6. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under lease or substantially destroy the commercial value of such improvements; Lessor shall relocate the improvements or terminate this lease under the terms of Article V, Paragraph 2, hereof.

7. The Lessee shall have the right to sub-lease all or any part of the space demised hereunder, provided however, that any tenant or sub-lessee shall be subject to the same conditions, obligations and terms as set forth herein and the Lessee shall be responsible for the observance by its tenants and sub-lessees of the terms and covenants of this lease. Lessee agrees that it will not sub-lease or rent space concurrently to more than one Fixed Base Operator as defined in Article I, Paragraph 3, hereof, unless the space rented be in excess of 4,800 square feet, or if less than 4,800 square feet, the sub-lessee will pay to the Lessor a permit fee, as determined by ordinance, for a Permit to operate on the Airport.

8. The Lessee shall have the right to terminate this lease and be released from all the terms and conditions hereof and revert to the terms and conditions of the lease between Lessee and Lessor dated May 20, 1948 as amended November 16, 1950 upon the condition that the Lessee agrees and stipulates for the remainder of the term of the lease dated May 20, 1948, as amended November 16, 1950 not to undertake any of the activities reserved for commercial fixed base operators as defined in Article I, Paragraph 2, hereof and Lessee, in event, shall restrict its operations to non-commercial activities thereafter.

## ARTICLE VIII

## NOTICES

1. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Airport Director, San Antonio International Airport, San Antonio, Texas or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed postage prepaid, addressed to Lessee at Airnews, Inc., P. O. Box 2171, San Antonio, Texas

## ARTICLE IX

## GENERAL PROVISIONS

1. Improvements owned by Lessee
2. IMPROVEMENT REQUIREMENTS TO LESSOR'S FACILITIES
3. NET LEASE
4. INDEMNIFICATION
5. ARBITRATION
6. ATTORNEY'S FEES
7. CONCESSIONS EXCLUDED
8. TAXES
9. LIMITATION OF CONTRACTS TO OTHERS

1. All provisions for transfer of title of improvements to Lessor contained in the lease dated May 20, 1948 and amendment of November 16 1950 are hereby terminated and it is agreed between Lessor and Lessee that the hangar building constructed by Lessee on the demised premises is and shall remain the property of the Lessee. At the termination of this lease the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level which have been or are constructed by Lessee, except, however, that the Lessee may have one hundred eighty (180) days after termination as aforesaid subject, however, to the rentals due hereunder in which finally to remove any such improvements remaining above ground level upon said land and if Lessee fails so to remove said improvements they may thereafter be removed by Lessor at Lessee's expense. Lessor may, at its option, in the event Lessee does not return land clear of all improvements, take title to said improvements in lieu of removal by or for Lessee.

2. Subject to the approval of the Lessor, the Lessee may make, or cause to be made, such additions, alterations and changes in the buildings and improvements owned by the Lessor and leased hereunder as the Lessee may find necessary or convenient for its purposes, providing that such alterations or changes shall not injure the said buildings. It is further mutually agreed that all additional permanent improvements and permanent building fixtures installed by Lessee on or to the improvements leased hereunder shall become the property of Lessor upon the expiration of this lease. All other improvements and fixtures and also all trade fixtures, machinery and equipment made or installed by Lessee or any sub-lessee shall remain the property of Lessee or such sub-lessee and may be removed from the leased premises at any time by Lessee or such sub-lessee.

All modifications of existing buildings and development or construction of new or remodeled structures and improvements on the demised premises shall be constructed, erected, developed or placed thereon or therein in full compliance with all applicable local and/or State codes and/or requirements in effect at the time of construction, erection, development or placement.

3. This lease in every sense shall be without cost to the Lessor for the development maintenance and operation of the demised premises. It shall be the sole responsibility of the Lessee to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities thereon at the Lessee's sole cost and expense.

4. The Lessor shall stand indemnified by the Lessee as herein provided. It is expressly understood and agreed by and between the parties hereto that the Lessee herein is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Lessor shall in no way be responsible therefor. It is further agreed that in the use of the Airport and in the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, the Lessee agrees to indemnify and save harmless the Lessor from any and all losses that may proximately result to the Lessor from any negligence on the part of the Lessee. The Lessee hereby agrees to carry public liability insurance in a minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the Airport Director of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until 30 days after such notice is given".

5. It is stipulated and agreed that, in any event and notwithstanding any provisions made in this lease, the parties hereto will submit to arbitration any question or dispute, except non-payment of rentals, arising between the parties hereto as to the meaning and interpretation of any term, condition, or provision herein contained or in respect to any matter of compliance or non-compliance with the terms hereof; said question or dispute shall be submitted to three arbitrators. The Lessor and the Lessee shall each select one and the two so chosen shall then select a competent and disinterested person to serve as a third arbitrator; the arbitrators together shall then consider the question or questions, or the dispute or disputes submitted to them in writing by the parties hereto, and the decision in writing of any two shall determine the particular question or dispute under consideration. The parties hereto shall bear equally the expense of said arbitration. The Lessee and/or Lessor, will have a ninety (90) day period in which to comply with the lease provided the said arbitrator rules contrary to Lessee as so interpreted, and the lease will not be subject to cancellation until after this ninety (90) day period has passed, at which time it will revert back to Lessor.

6. In any action brought by Lessor for the enforcement of the obligations of the Lessee, the Lessor shall be entitled to recover interest and reasonable attorney's fees.

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

1. Ground transportation for hire.
2. Western Union
3. Auto rental service
4. Food sales

5. News and sundry sales
6. Advertising concessions
7. Barber, valet and personal services
8. Retail sale of non-aviation products offered for sale in the terminal building.

8. Lessee agrees to pay any taxes or assessments which may be levied against Lessee's occupancy or use of the demised premises or any improvements placed thereon as a result of Lessee's occupancy.

9. It is expressly contracted, stipulated, and agreed by the Lessor and the Lessee herein that no contract, lease or other agreement pertaining to matters and things identical or substantially similar to those set out herein shall be entered into with any other persons, person, firms, corporations, or partnerships, with respect to the Airport on terms which are more advantageous; or upon conditions less stringent, or at a less rental for comparable lands or parcels thereof than for those herein demised.

The Lessor agrees not to engage directly or indirectly in any of the activities herein described except that this provision shall not be construed to limit Lessor with respect to granting of Leases to the other hangar operators. Lessor may lease or rent land or hangars for non-commercial and wholesale aviation purposes or for industrial operations at different terms than those set forth herein. The Lessor agrees that it will not lease individual aircraft storage space to civil aviation tenants in any hangar structure owned, leased or controlled by the Lessor at a rental rate lower than the average of that then currently from time to time being charged by this Lessee for space occupied by like civil aviation tenants in the hangar improvements constructed by this Lessee on the demised premises, unless with the specific written consent of the Lessee, such consent not to be withheld if all available space controlled by this Lessee on the Airport is fully occupied.

The Lessor agrees not to directly engage in the business of selling aircraft fuels and lubricants during the term of this lease and provided, however, that Lessor reserves the right to commence furnishing aircraft fuel and lubricants to commercial airlines certificated by the CAB to serve San Antonio with passenger, mail and/or cargo or freight service.

#### ARTICLE X

##### GENERAL

1. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

2. All of the terms, covenants and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_ day of \_\_\_\_\_ A. D. 195\_\_.

Lessor

Lessee, By Frank G. Huntress, Jr.

ATTEST:  
Leroy G. Denman Jr.

AN ORDINANCE 25,884 ✓ WSA

AUTHORIZING THE CITY MANAGER TO EXECUTE A SEWAGE SERVICE CONTRACT FOR KELLY AIR FORCE BASE, INCLUDING LACKLAND AND EAST KELLY AND KELLY HOMES

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

1. The City Manager is authorized to execute on behalf of the City of San Antonio a contract with the United States of America for furnishing sewage service to Kelly Air Force Base, including Lackland and East Kelly and Kelly Homes in San Antonio, Texas, a copy of such contract is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,885 ✓

APPOINTING HAROLD W. KELLER AS A MEMBER OF THE  
WATER WORKS BOARD OF TRUSTEES OF SAN ANTONIO  
FOR A TERM EXPIRING DECEMBER 31, 1965

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

1. Harold W. Keller is hereby appointed to serve as a member of the Water Works Board of Trustees of San Antonio for a term ending December 31, 1965.

2. PASSED AND APPROVED this 19th day of December, A. D. 1957.

John A. Daniels  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,886

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE  
COMBINED FORD DEALERS TO FURNISH THE CITY OF SAN  
ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MOTOR  
VEHICLES FOR A TOTAL OF \$118,605.22

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

1. That the attached low qualified bids of the combined Ford Dealers (Gillespie Motor Co., Austin Hemphill, Inc. and Jordan Motor Company) dated December 19, 1957 to furnish the City of San Antonio various Departments with certain motor vehicles for a total of \$118,605.22, be and the same is hereby accepted.

2. That the low qualified bids of the vendors as listed above is attached hereto and made a part thereof.

3. THAT payment be made from General Fund 1-01, as follows:

<u>Account</u>	<u>Amount</u>	
09-04-01	\$ 1,559.47	
07-02-01	16,109.70	
07-03-01	1,610.97	
07-04-01	99,325.08	\$118,605.22

4. That all other bids received are hereby rejected.

5. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,887

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF  
THE STECK COMPANY TO FURNISH THE CITY OF SAN  
ANTONIO CIVIC ADVERTISING WITH 150,000 RACK FOLDERS  
FOR A TOTAL OF \$6,811.15

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

1. That the attached low qualified bid of the Steck Company, Austin, Texas, dated December 17, 1957, to furnish the City of San Antonio Civic Advertising with 150,000 Rack Folders for a total of \$6,811.15, be and the same is hereby accepted.

2. That the low qualified bid of The Steck Company is attached hereto and made a part thereof.

3. That payment be made from General Fund, Account No. 19-02-01.

4. That all other bids received are hereby rejected.

5. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,888

APPROPRIATING THE SUM OF \$35.00 PAYABLE TO R. S. ESQUIVEL, AS GUARDIAN AD LITEM FEE PROVIDED IN FINAL JUDGMENT ENTERED IN CITY OF SAN ANTONIO VS. ASCENSION M. HERRERA, ET AL, CAUSE NO. 50,093 IN THE COUNTY COURT AT LAW NO. 2, OF BEXAR COUNTY, TEXAS

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

1. That the sum of THIRTY-FIVE DOLLARS (\$35.00) be, and is hereby appropriated out of Street Improvement Bond Fund, Series 1956, #479-01, payable to R. S. Esquivel as payment of guardian ad litem fee as provided in Final Judgment entered in City of San Antonio vs. Ascension M. Herrera, et al, Cause No. 50,093, in the County Court at Law No. 2 of Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,889

APPROPRIATING THE SUM OF \$13,000.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS THE AWARD IN CONDEMNATION CAUSE NO. 50,105

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

1. That the sum of THIRTEEN THOUSAND (\$13,000.00) be, and the same is hereby appropriated out of Street Improvement Bond Fund, Series 1956, No. 479-01, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Alfred A. Benfer and wife, Loni Benfer, said sum being the award of damages to the owners in Condemnation Cause No. 50,105, City of San Antonio vs. Alfred A Benfer, et ux, Loni Benfer, in County Court at Law No. 3 of Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,890

APPROPRIATING THE SUM OF \$2,435.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS THE AWARD IN CONDEMNATION CAUSE NO. 50,415

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

1. That the sum of \$2,435.00 be and is hereby appropriated out of Street Improvement Bond Fund, 1956 Series, #479-01, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Fred M. Deal and other defendants, according to their respective interests as may be determined by the Court, said sum being the award of damages to the owners in Condemnation Cause No. 50,415, City of San Antonio vs. Fred M. Deal, et al, in the County Court at Law No. 2 of Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,891 ✓ *alley closing*  
*sale of prop*

ABANDONING AND CLOSING AN ALLEY LOCATED BETWEEN VENICE STREET AND BASSE ROAD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED OF PORTIONS THEREOF TO GRACE BAPTIST TEMPLE AND LONNIE IRVIN DAYLIGHT LODGE, NO. 1309, A.F. & A.M. IN CONSIDERATION OF THE SUMS OF \$300.00 AND \$200.00 RESPECTIVELY

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

1. That the portion of an alley located in New City Block 9723, and situated between Lots 1 through 10, inclusive, and 11 through 20, inclusive, of New City Block 9723, within the corporate limits of the City of San Antonio, Bexar County, Texas, be and is hereby closed and abandoned.

2. That the City Manager be and is hereby authorized to execute a Quitclaim Deed to the following described portion of said alley hereinabove closed and abandoned, to Grace Baptist Temple of San Antonio, Bexar County, Texas, to-wit:

BEGINNING at a point on the Northwest corner of Lot 1, Block 205, New City Block 9723, said point also being the Southeast corner of Venice Street and Basse Road intersection;

THENCE South along the West line of Lot 1, Block 205, New City Block 9723, a distance of 100' to the point of BEGINNING, said point also being the most Northwesterly corner of this tract;

THENCE East along the North line of said alley and also along South lines of Lots 1, 2, 3, 4, 5 and 6, Block 205, New City Block 9723, a distance of 300' to a point, said point also being the most Northeasterly corner of this tract;

THENCE South across said alley, a distance of 10' to a point on the South line of said Alley, said point also being the most Southeasterly corner of this tract;

THENCE West along the South line of said alley and also along the North lines of Lots 15, 16, 17, 18, 19, and 20, Block 205, New City Block 9723, a distance of 300' to a point on the East line of Venice Street, said point also being the most Southwesterly corner of this tract;

THENCE North along East line of Venice Street, a distance of 10' to the point of BEGINNING, and containing 3,000 square feet, more or less;

for and in consideration of the sum of \$300.00.

3. That the City Manager be and is hereby authorized to execute a Quitclaim Deed to the following described portion of said alley, hereinabove closed and abandoned, to Lonnie Irvin Daylight Lodge No. 1309, A.F. & A.M. of San Antonio, Bexar County, Texas, to-wit:

BEGINNING at a point on the Northwest corner of Lot 1, Block 205, New City Block 9723, said point also being the Southeast corner of Venice Street and Basse Road intersection;

THENCE South along the West line of Lot 1, Block 205, New City Block 9723, a distance of 100' to a point;

THENCE East along the North line of alley, a distance of 300' to the point of BEGINNING, said point also being the Most Northwesterly corner of this tract;

THENCE continuing East along the North line of said alley and also along South lines of Lots 7, 8, 9 & 10, Block 205, New City Block 9723, a distance of 200' to a point, said point also being the Northeasterly corner of this tract;

THENCE South across said alley, a distance of 10' to a point on the South line of said alley, said point also being the most Southeasterly corner of this tract;

THENCE West along the south line of said alley and also along the North lines of Lots 11, 12, 13 & 14, Block 205, New City Block 9723, a distance of 200' to a point, said point being the most Southwesterly corner of this tract;

THENCE north across said alley, a distance of 10' to the point of BEGINNING, and containing 2,000 square feet, more or less;

for and in consideration of the sum of \$200.00.

4. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,892

ACCEPTING THE LOW BID OF MARTIN BROTHERS, GENERAL CONTRACTORS, IN THE AMOUNT OF \$62,262.00, FOR CONSTRUCTION OF FIRE STATION NO. 24, TO BE LOCATED IN THE 1900 BLOCK OF AUSTIN HIGHWAY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING FUNDS TO PAY FOR SAME

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

1. The low bid of Martin Brothers, General Contractors, in the amount of \$62,262.00 for construction of fire station No. 24, to be located in the 1900 block of Austin Highway is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Martin Brothers, General Contractors, the 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 sum of \$62,262.00 is hereby appropriated out of No. 479-04, Fire Improvement Bond Funds payable to Martin Brothers, General Contractors, in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykenall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,894

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND TERRELL BARTLETT ENGINEERS FOR ENGINEERING SERVICES ON CERTAIN STORM DRAINAGE AND SANITARY SEWER IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph No. 1 and portion of the second paragraph of Section III A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated storm drainage and sanitary sewer improvements projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 85, including SANITARY SEWER PROJECT NO. S-4.  
STORM DRAINAGE IMPROVEMENT PROJECT NO. 95, including SANITARY SEWER PROJECT NO. S-9.

SECTION III A.

The schedule used for payment of services shall be used on classification B. above.

## AN ORDINANCE 25,893

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WILFORD F. PICKARD FOR ENGINEERING SERVICES ON CERTAIN STREET IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph 1 and portion of the second paragraph of Section III A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

PARTICIPATION PAVING PROJECT NO. D, not to exceed 100 blocks.

SECTION III A.

The schedule used for payment of services shall be used on classification A above.

## AN ORDINANCE 25,895

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO  
AND WALTER E. HAGGARD FOR ENGINEERING SERVICES ON CERTAIN  
SANITARY SEWER IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph 1 and portion of the second paragraph of Section III A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects as authorized by the Capital Improvement Bond Election held on October 22, 1957:

SANITARY SEWER IMPROVEMENT PROJECT NO. S-11.

SANITARY SEWER IMPROVEMENT PROJECT NO. S-12.

SECTION III A.

The schedule used for payment of services shall be used on Classification B above.

## AN ORDINANCE 25,896

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO  
AND V. L. BEAVERS ENGINEERS FOR ENGINEERING SERVICES  
ON CERTAIN SANITARY SEWER IMPROVEMENTS

Same as Ordinance No. 25,820 except for Paragraph 1 and portion of the second paragraph of Section III A, which reads as follows:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth to and in connection with the following designated sanitary sewer improvements projects as authorized by the Capital Improvement Bond Election held on October 22, 1957.

SANITARY SEWER IMPROVEMENT PROJECT NO. S-2.

SANITARY SEWER IMPROVEMENT PROJECT NO. S-7.

SECTION III A.

The schedule used for payment of services shall be used on Classification A above.

## AN ORDINANCE 25,897

AN ORDINANCE AMENDING SECTION 2 OF AN ORDINANCE  
DATED THE 1ST DAY OF DECEMBER, 1921, ENTITLED  
"AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL  
STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR  
BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE  
OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH  
TRANSPORTATION ON THE STREETS OF THE CITY OF SAN  
ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING  
PENALTIES", AS AMENDED, BY AMENDING PARAGRAPH 5 THEREOF

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

1. That paragraph 5 of Section 2 of an Ordinance passed and approved the 23rd day of May, 1936, amending an ordinance dated the 1st day of December, 1921, entitled "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION ON THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR AND PROVIDING PENALTIES", as amended, be and the same is hereby amended as follows:

2. That paragraph 5 of said Section 1 shall hereafter read as follows:

"5. CINCINNATI

There is hereby designated a route to be known as the Cincinnati route for motor bus service as follows:

Beginning at Cincinnati Avenue and Colgate Street,  
Thence southwest on Colgate to Santa Maria Avenue,  
Thence north on Santa Maria to Woodlawn Avenue,  
Thence east on Woodlawn to Bandera Road,  
Thence southeast on Bandera Rd. to Stonegate Drive,

Thence South on Stonegate to Cincinnati Avenue,  
 Thence east on Cincinnati to Fredericksburg Road,  
 Thence southeast on Fredericksburg to Cypress Street,  
 Thence east on Cypress to San Pedro Avenue,  
 Thence south on San Pedro to Romana Plaza,  
 Thence south on Main to Giraud Street,  
 Thence east on Giraud to Augusta Street,  
 Thence south on Augusta to Convent Street,  
 Thence east on Convent to North St. Mary's Street,  
 Thence south on St. Mary's to Houston Street,  
 Thence connecting with another line and returning to Houston and  
 Navarro Streets, thence south on Navarro to Romana Plaza, thence  
 south on San Pedro, Cypress, Fredericksburg Road and Cincinnati  
 to the place of beginning."

3. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
 Mayor

ATTEST:  
 J. Frank Gallagher  
 City Clerk

AN ORDINANCE 25,898

APPROVING AND ADOPTING A CONTRACT BETWEEN THE CITY  
 OF SAN ANTONIO AND A. F. BEYER FOR OPERATION OF A  
 RESTAURANT ON A PORTION OF THE BEAUTIFIED SECTION OF  
 THE SAN ANTONIO RIVER

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

1. This contract between the City of San Antonio And A. F. Beyer, d/b/a/  
 Casa Rio Mexican Foods, Licensee, with the following terms and conditions is approved  
 and adopted.

(1) The City grants to Licensee the right and privilege to operate a  
 restaurant on the beautified section of the San Antonio River on that portion of the  
 public walkway abutting approximately on Lot 2 of N.C.B. 159 shown on the attached  
 plat.

(2) Licensee shall at all times keep the walkway and riverbank used by him  
 free of litter, trash, and paper and put same in regular trash containers in the  
 street in conformity with the garbage, sanitary, and health regulations of the City.

(3) Licensee shall conduct his operations in a quiet and orderly manner and  
 shall observe and comply with all laws and ordinances and regulations of the Parks  
 Department affecting his business.

(4) Licensee shall hold the City harmless against all loss, liabilities,  
 claims, suits, debts and demands of any kind or nature whatever growing out of  
 Licensee's use of public property under this grant and shall furnish to the City a  
 Public Liability Insurance Policy, a copy of which shall be filed with the City Clerk.  
 The minimum terms of said policy shall be as follows:

- a. It shall name the City of San Antonio as co-insured.
- b. The limits of liability shall be \$10,000 per person and \$20,000 per accident  
 in case of bodily injuries; the limits in case of property damage shall be \$10,000.
- c. Notice of cancellation of said insurance shall be provided for by the insuring  
 agency.

(5) Licensee shall at all times maintain free from obstructions a walkway at  
 least six feet in width from the point of entry and along the portion of the river bank  
 used by him for the use of persons desiring to walk along the river.

(6) The City reserves the right to prohibit the placing of any advertising  
 matter along the beautified section of the river.

(7) Nothing herein shall operate in any manner to prevent the City of San  
 Antonio from permitting displays, tournaments, amusements, or river parades for the  
 benefit of the public on the San Antonio River.

(8) Licensee shall pay to the City for this license the sum of \$300.00 per year  
 in advance.

(9) The term of this license shall be for (3) three years, from January 1,  
 1958 to December 31, 1960. The right is expressly reserved to the City, acting through the  
 Council, to terminate such grant when deemed inconsistent with the public use of the  
 property of the City, or when the same may become a nuisance.

(10) This contract is not assignable without the written consent of the City.

(11) This instrument constitutes the entire agreement, there being no other  
 written or oral agreement.

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
 Mayor

ATTEST:  
 J. Frank Gallagher  
 City Clerk

3. Accepted in all things by the undersigned this 26th day of December, 1957.

A. F. Beyer

AN ORDINANCE 25,899

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, 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 reason 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. &amp; Reason</u>	<u>Amount of Taxes To be Collected</u>
OWNER - Acapulco Cafe - M. R. Perez PROPERTY DESCRIPTION - Personal Property, Account No. 4058-5003 TAX YEAR - 1953 REASON - A suit was filed in this matter in the Justice Court resulting in a judgment to the effect that Mr. M. R. Perez was not liable for the 1953 taxes on the personal property involved and the assessment pertaining to same should be removed from the delinquent roll.	None
OWNER - (Ace Drive Inn - W. C. Jones) REASON - The owner of the personal property involved died in March of 1956, leaving no estate and it is recommended that taxes in the amount of \$12.89 be removed from the delinquent roll.	None
OWNER - (Ace Ice House - W. C. Jones) PROPERTY DESCRIPTION - Personal Property, Account No. 4065 TAX YEARS - 1952, 1953, 1954, 1955 and 1956 REASON - The owner of the personal property involved died in March of 1956 leaving no estate and it is recommended that the outstanding personal property taxes be removed from the delinquent roll.	None
OWNER - Gladys Adams (Bon Ton Coffee Shop) PROPERTY DESCRIPTION - Personal Property, Account No. 5178-1000 TAX YEAR - 1954 REASON - This business was in operation at the beginning of the 1954 tax year and the assessment pertaining to same should be removed from the delinquent roll.	None
OWNER - Alamo Watchmaking College PROPERTY DESCRIPTION - Personal Property, Account No. 4306 TAX YEAR - 1952 REASON - The enforced collection of 1952 personal property taxes has become barred by the Statute of Limitations and it is recommended that the assessment be removed from the delinquent roll.	None
OWNER - Adam C. Arciniega PROPERTY DESCRIPTION - Personal Property, Account No. 4539 TAX YEARS - 1954, 1955 and 1956 REASON - The above person went out of business in 1953, Through error, taxes were assessed against him for 1954, 1955 and 1956 and the same should be deleted from the delinquent roll.	None

OWNER - Azar & Solomon  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 4688-100  
 TAX YEARS - 1955 and 1956  
 REASON - Personal Property, taxes in the amount  
 of \$26.00 were erroneously assessed against the  
 above concern for the 1955 and 1956 tax years and the  
 same should be removed from the delinquent rolls. None

OWNER - J. H. Barnes  
 PROPERTY DESCRIPTION - W. 20 ft. of S. 105 ft.  
 of Lot 2, Blk. H, NCB 8357, Code 6400  
 TAX YEARS - 1953, 1954, 1955 and 1956  
 REASON - Due to an error in measurement, taxes  
 in the amount of \$28.96 were charged against  
 the above described property in error and the same  
 should be removed from the delinquent roll. None

OWNER - Barron Grocery - Fernando Barron  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 4803  
 TAX YEARS - 1953 and 1955  
 REASON - The above named person died in October,  
 1957, leaving no estate and it is recommended  
 that personal property taxes in the amount of  
 \$4.35 be removed from the delinquent roll. None

OWNER - Dr. Julian C. Barton  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 4815  
 TAX YEARS - 1939, 1940, 1942 and 1943  
 REASON - A lawsuit was filed in the Justice  
 Court pertaining to this matter resulting  
 in a judgment to the effect that Dr. Julian C.  
 Barton was not liable for the personal  
 property taxes involved and the same should be  
 removed from the delinquent roll. None

OWNER - Wade Bedell, Jr.  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 4880-1000  
 TAX YEAR - 1954  
 REASON - Personal Property taxes for the year  
 1954 were paid on July 19, 1956, however through  
 error the same remained on the delinquent roll  
 and should be removed. None

OWNER - Mrs. M. Berry  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 4981  
 TAX YEAR - 1956  
 REASON - Personal property taxes for 1956 in  
 the amount of \$2.55 were erroneously assessed  
 against the above person and the same should  
 be removed from the delinquent roll. None

OWNER - J. J. Biasiolli, Sr.  
 PROPERTY DESCRIPTION - W. 42.2 ft of Lot 3,  
 Blk. 2, NCB 320, Code 4800  
 TAX YEARS - 1955 and 1956  
 REASON - The above property was acquired by  
 the City of San Antonio through Condemnation  
 Proceedings in Cause No. 45820 and the outstanding  
 taxes for 1955 and 1956 should be deleted from the  
 delinquent roll. None

OWNER - J. J. Biasiolli, Sr.  
 PROPERTY DESCRIPTION - W. 42.2 ft. of Lot 6,  
 Blk. 2, NCB 320, Code 7200  
 TAX YEARS - 1955 and 1956  
 REASON - The above property was acquired by the City  
 of San Antonio through Condemnation Proceedings in Cause No. 45820 and the outstanding taxes for 1955 and 1956 should be deleted from the delinquent roll. None

OWNER - J. J. Biasiolli, Jr., and Elsie B. Rubiola  
 PROPERTY DESCRIPTION - W. 40.7 ft. of 5 and E. 3 ft.  
 of 7 and W. 38.3 ft. of 6 and E. 3 ft. of 8, Arb.  
 A8, Blk. 1., NCB 319, Code 3300  
 TAX YEARS - 1955 and 1956  
 REASON - The above property was acquired by the City  
 of San Antonio through Condemnation Proceedings in  
 Cause No. 45820 and the outstanding taxes for 1955  
 and 1956 should be deleted from the delinquent roll. None

OWNER - Blanco Oil Company  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 5079-102  
 TAX YEAR - 1955  
 REASON - Personal Property taxes in the amount  
 of \$65.52 were assessed in error against the  
 above concern in 1955 and the same should be removed  
 from the delinquent roll. None

OWNER - L. M. Blevins  
PROPERTY DESCRIPTION - Personal Property  
Account No. 5089-0100  
TAX YEAR - 1955  
REASON - It has been determined that the personal property involved was not located within the corporate limits of the City of San Antonio and the 1955 taxes in the amount of \$10.58 should be removed from the delinquent roll. None

OWNER - W. A. Bowling  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5216  
TAX YEAR - 1954  
REASON - The above named person died on August 17, 1954, leaving no estate and it is recommended that the 1954 personal property taxes amounting to \$48.62 be removed from the delinquent roll. None

OWNER - Brackenridge Tourist Lodges - C. L. Bauch  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5233  
TAX YEARS - 1937 through 1941 and 1943 and 1945  
REASON - A District Court suit was filed in this matter resulting in a judgment to the effect that the above named person was not liable for the personal property taxes involved and it is recommended that the same be removed from the delinquent roll. None

OWNER - George L. Bragg  
PROPERTY DESCRIPTION - Personal Property  
Account No. 5243-100  
TAX YEAR - 1955  
REASON - It has been determined that the personal property involved was located in Alamo Heights and not subject to taxation by the City of San Antonio and the assessment pertaining to same should be removed from the delinquent roll. None

OWNER - Jacob Brandt Poultry House  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5250-5000  
TAX YEARS - 1947, 1948 and 1949  
REASON - A District Court suit was filed in this matter resulting in a judgment to the effect that Mr. Jacob Brandt was not liable for the personal property taxes involved and the same should be removed from the delinquent roll. None

OWNER - Otto Brehm  
PROPERTY DESCRIPTION - Personal Property  
Account No. 5263-0100  
TAX YEARS - 1955 and 1956  
REASON - It has been determined that the personal property involved was not located in the City of San Antonio and the assessment pertaining to same for the years 1955 and 1956 should be deleted from the delinquent roll. None

OWNER - P. A. and Dora Brenner  
PROPERTY DESCRIPTION - Lots 13 and 14, Blk. 7,  
NCB 2092, Code 1800  
TAX YEARS - 1946 through 1952  
REASON - The value of improvements were erroneously charged against the above described property inasmuch as the same were also charged against Lot C, NCB 2092, and the City tax records should be corrected. None

OWNER - George C. Brown  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5362  
TAX YEAR - 1953  
REASON - The above person was adjudicated a bankrupt in 1954 and the personal property assessment for 1953 should be removed from the delinquent roll. None

OWNER - L. G. Brown Shoe Shop  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5367  
TAX YEARS - 1952 and 1954  
REASON - Property owner deceased, estate has no known assets, personal property assessments in the amount of \$8.87 should be removed from the tax rolls. None

OWNER - Brownie Industrial Electric Company  
PROPERTY DESCRIPTION - Personal Property,  
Account No. 5377-100  
TAX YEAR - 1955  
REASON - Due to an error, personal property taxes in the amount of \$10.71 were charged against the above concern in 1955 and the same should be removed from the delinquent roll. None

<p>OWNER - Wm. J. Bryan  PROPERTY DESCRIPTION - Personal Property,  Account No. 5395-2000  TAX YEAR - 1954  REASON - Personal Property taxes in the amount of \$25.71 were erroneously assessed against the above person for 1954 and the same should be deleted from the delinquent roll.</p>	None
<p>OWNER - Mrs. P. H. Bucek  PROPERTY DESCRIPTION - Personal Property  Account No. 5400  TAX YEAR - 1953  REASON - Taxes for 1953 in the amount of \$9.18 were erroneously assessed against the above person and the same should be removed from the delinquent roll.</p>	None
<p>OWNER - Abbie Hazel Burris  PROPERTY DESCRIPTION - Personal Property,  Account No. 5476  TAX YEAR - 1955  REASON - The above named person died without leaving an estate and it is recommended that the 1955 personal property taxes in the amount of \$12.60 be deleted from the rolls.</p>	None
<p>OWNER - Bushnell Apartments (Mrs. Grover Cain)  PROPERTY DESCRIPTION - Personal Property,  Account No. 5565  TAX YEARS - 1937 through 1949 and 1952 through 1954  REASON - The personal property involved was not owned by Mrs. Grover Cain and the tax assessments pertaining to same should be deleted from the rolls.</p>	None
<p>OWNER - Cresencio Cantu  PROPERTY DESCRIPTION - Lot 6, Blk. 1, NCB 6244  Code 6000  TAX YEAR - 1956  REASON - Due to a clerical error, no taxes were assessed against the above described property for 1956 and the City tax roll should be corrected to reflect the amount owed.</p>	35.73
<p>OWNER - Milton B. Clapp  PROPERTY DESCRIPTION - 30 ft. Utility Easement,  NCB 12075, Code 400  TAX YEARS - 1955 and 1956  REASON - The above parcel has been dedicated to the public to be used as a utility easement and is not subject to taxation, taxes erroneously assessed against same for 1955 and 1956, should be removed from the rolls.</p>	None
<p>OWNER - Feliz D. Delgado, et al  PROPERTY DESCRIPTION - W. 72.85 ft. of A15,  Arb. A15, NCB 982, Code 6000  TAX YEARS - 1950, 1953, 1954, 1955 and 1956  REASON - Due to an error in calculation, an improvement value of \$230.00 was charged against the above property for the years involved and the tax roll should be corrected.</p>	312.02
<p>OWNER - Robert DeWinne  PROPERTY DESCRIPTION - West Part of NCB 2725  and 2726, Code 4000  TAX YEAR - 1956  REASON - This property is not located within the San Antonio Independent School District and the school tax assessment pertaining to same should be deleted from the rolls.</p>	None
<p>OWNER - S. W. Drilling Company  PROPERTY DESCRIPTION - Personal Property,  Account No. 13369-100  TAX YEAR - 1956  REASON - Personal Property involved is not located in San Antonio and the assessment pertaining to same should be removed from the tax roll.</p>	None
<p>OWNER - Morris Fried  PROPERTY DESCRIPTION - Lots 19 and 20, NCB 6959  Codes 2000 and 4000  TAX YEAR - 1940  REASON - This property is owned by the Federal Government and taxes assessed against the same for 1940 in the amount of \$1.16 should be deleted from the roll.</p>	None

<p>OWNER - Inez Mendoza Gabriel  PROPERTY DESCRIPTION - S. 64.4 ft. of 7, Arb. A7  and S. 64.4 ft. of 8 and S. 100 ft. of W. 10 ft.  of 9, Arb. A8, Blk. 23, NCB 284, Codes 6000 and  7000  TAX YEAR - 1956  REASON - This property was acquired by the City of  San Antonio through Condemnation Proceedings and the  1956 taxes should be stricken from the roll.</p>	None
<p>OWNER - Roy J. Gilbert  PROPERTY DESCRIPTION - Lots 1, 2 and 3, NCB 6831,  Code 1000  TAX YEAR - 1953  REASON - Building Section of the Tax Department  recommends reduction of improvement value for 1953  based on additional depreciation due to condition  of the foundation of the building.</p>	477.36
<p>OWNER - Alberto and Marie Gomez  PROPERTY DESCRIPTION - Red 7, Red 8 and Red 9,  Blk. E. 1/2 of 14, NCB 2625, Codes 1300, 1500 and  2000  TAX YEAR - 1956  REASON - This property was acquired by the City of San  Antonio through Condemnation Proceedings and the 1956  taxes pertaining to same should be deleted from the roll.</p>	None
<p>OWNER - Eula Haye  PROPERTY DESCRIPTION - Personal Property,  Account No. 8364  TAX YEAR - 1954  REASON - The 1954 taxes were paid on this  property on April 19, 1955, however through error the  same was carried forward on the delinquent tax roll and  should now be deleted therefrom.</p>	None
<p>OWNER - Dave Hernandez  PROPERTY DESCRIPTION - Lots 31 to 36, Blk. 7,  NCB 6486; Lots 27 and W. 30 ft. of N. 50 ft.  of S. 109.1 ft. of 29, NCB 965 and Lot 37,  NCB 965, Codes 4800, 2600 and 6000  TAX YEARS - 1953, 1954, 1955 and 1956  REASON - This property was recently reinspected by a  City Building Appraiser and as a result thereof it is  recommended that additional depreciation be allowed in com-  puting the assessed valuation for tax purposes. It was also  determined that the owner was being charged taxes on an out  building that had been demolished several years ago.</p>	4,886.83
<p>OWNER - Hillcrest Developers  PROPERTY DESCRIPTION - Tract A, Blk. 1, NCB 12351,  Code 3000  TAX YEARS - 1955 and 1956  REASON - Due to the irregular dimensions of the above  described property, it is recommended that the assessed  valuation thereof be reduced in the amount of \$150.00</p>	9.52
<p>OWNER - Ed and Lillian Hogan  PROPERTY DESCRIPTION - Lot 5, Blk. 6, NCB 6517,  Code 1000  TAX YEARS - 1954, 1955 and 1956  REASON - As a result of a reinspection of the  above described property it is recommended that the  assessed valuation of same be reduced in the amount of \$40.00</p>	17.87
<p>OWNER - Newton W. Jackson  PROPERTY DESCRIPTION - W. 5 ft. of Lot 19,  Blk. 3, NCB 7826, Code 5440  TAX YEAR - 1956  REASON - As a result of a clerical error, taxes in the  amount of 78 cents were assessed against the above  described property in 1956 and the same should be  removed from the delinquent roll.</p>	None
<p>OWNER - Thos. D. Jones  PROPERTY DESCRIPTION - E. 90 ft. of Lot 9,  Blk. 23, NCB 10067, Code 8000  TAX YEARS - 1953 through 1956  REASON - Taxes for 1953 through 1956 were  assessed against the E 90 ft. of Lot 9, Blk. 23,  NCB 10067, and our tax records should be adjusted  accordingly.</p>	None
<p>OWNER - Edwin A. Kramer  PROPERTY DESCRIPTION - Personal Property  Account No. 9361  TAX YEAR - 1952  REASON - The 1952 taxes on this property was  paid on July 2, 1953, however through error the  same was carried forward on the delinquent tax roll  and should now be removed.</p>	None

OWNER - Robert Langley (Southwest Texas Distributing Company)  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 13383  
 TAX YEAR - 1953  
 REASON - It has been determined that the above named person was not the owner of the personal property involved and the assessment pertaining to same should be deleted from the delinquent tax roll.

None

OWNER - Alvin C. Leske (Blanco Center Bar)  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 50 75  
 TAX YEAR - 1954  
 REASON - The above person did not own the personal property involved and the 1954 taxes pertaining thereto in the amount of \$27.54 should be removed from the delinquent roll.

None

OWNER - Sam B. Lifshutz  
 PROPERTY DESCRIPTION - Tract 1 (44.3 Acres)  
 NCB 9588, Code 1000  
 TAX YEARS - 1955 and 1956  
 REASON - Due to an erroneous description, taxes for 1955 and 1956 were assessed against the above property and the tax roll should be adjusted to reflect the correct description, the same being NCB 12310 through 12319.

None

OWNER - Lift Slab Incorporated  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 9775-2000  
 TAX YEAR - 1954  
 REASON - Taxes for 1954 were paid on April 7, 1955, however through error said taxes were carried forward on the delinquent roll and the same should be removed therefrom.

None

OWNER - Lift Slab Supply Company  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 9775-2002  
 TAX YEAR - 1955  
 REASON - The personal property involved is not located within the San Antonio Independent School District and the school taxes assessed against same for 1955 should be deleted from the tax roll.

None

OWNER - Hilmar Ludewig  
 PROPERTY DESCRIPTION - Lot G (7.2 Acres)  
 NCB 12117, Code 2800  
 TAX YEAR - 1954 and 1956  
 REASON - An improvement value of \$850 was charged against the above property in error for the years 1954 and 1956 and the assessment pertaining to same should be deleted from the delinquent tax roll.

89.21

OWNER - Eleanor Maury  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 10270  
 TAX YEAR - 1952  
 REASON - The 1952 personal property taxes in the amount of \$20.58 were paid while the same were current, however, through error, said taxes appeared on the delinquent roll under Account No. 10270 and this item should now be deleted therefrom.

None

OWNER - George M. Maverick  
 PROPERTY DESCRIPTION - W. Irr. 39.20 ft. of  
 Tr. 7, NCB 11606, Code 4300  
 TAX YEARS - 1953 Reassessment, 1954, 1955 and 1956  
 REASON - Through error, the above described property was omitted from the tax rolls during the years 1953 through 1956 and the same should now be replaced thereon for the purpose of collection.

26.49

OWNER - Gloria P. Moffett (Business Services)  
 PROPERTY DESCRIPTION - Personal Property  
 Account No. 5494  
 TAX YEARS - 1953 and 1954  
 REASON - The above person did not own the personal property involved during 1953 and 1954 and the assessment pertaining to same should be removed from the delinquent tax roll. Taxes for subsequent years have been paid.

None

OWNER - Wm. T. Mooty  
 PROPERTY DESCRIPTION - S. E. Irr. Pt. of 1,  
 NCB 6866, Code 1000  
 TAX YEARS - 1949 and 1953 through 1956  
 REASON - Taxes were erroneously assessed against the  
 above described property for the years involved for  
 the reason that the correct description of subject  
 property should be the E. Irr. 21.25 ft. of 1 and S.E.  
 Tri. 15 ft. of 2, NCB 6866, and our tax rolls should  
 be adjusted accordingly. None

OWNER - Northeast Independent School District  
 PROPERTY DESCRIPTION - N.W. 11 acres out of  
 Tr. O, NCB 12180, Code 5800  
 TAX YEAR - 1956  
 REASON - The above described property is owned  
 by the Northeast Independent School District and  
 was not subject to taxation in 1956 and the assessment  
 pertaining to same should be deleted from the delinquent roll. None

OWNER - H. T. Peoples  
 PROPERTY DESCRIPTION - Lot 16, Blk. 124, NCB 8040,  
 Code 2800  
 TAX YEARS - 1955 and 1956  
 REASON - Taxes in the amount of \$1.96 were  
 erroneously charged against the above described  
 property for the years 1955 and 1956 and the  
 assessments pertaining to same should be deleted  
 from the delinquent roll. None

OWNER - Fred J. and Pauline Procknow  
 PROPERTY DESCRIPTION - S. W. Tri. Pt. of Lot 6,  
 Blk. 2, NCB 7578, Code 1860  
 TAX YEAR - 1956  
 REASON - The above described property has been  
 purchased by the City of San Antonio for Expressway  
 purposes and the outstanding taxes for 1956  
 should be deleted from the delinquent roll. None

OWNER - Manuel Quizon  
 PROPERTY DESCRIPTION - Lots 20 and 21, NCB 8144,  
 Code 8000  
 TAX YEAR - 1951  
 REASON - The above property has been purchased  
 by the Housing Authority of the City of San Antonio  
 and taxes for the year 1951 in the amount of \$2.00  
 should be deleted from the delinquent roll. None

OWNER - Romana R. Ramos  
 PROPERTY DESCRIPTION - Lot 2, and N. 165.6 ft.  
 of Lot 1, Blk. 3, NCB 316, Code 600  
 TAX YEAR - 1956  
 REASON - The above described property was  
 purchased by the City of San Antonio in 1955 for  
 Expressway purposes and taxes pertaining to same  
 for 1956 should be deleted from the delinquent roll None

OWNER - Romana R. Ramos  
 PROPERTY DESCRIPTION - S. 2.2 ft. of 1 and  
 N. 63.8 ft. of 7 or Red C, Blk. 3, NCB 316,  
 Code 1200  
 TAX YEAR - 1956  
 REASON - The above described property was purchased  
 by the City of San Antonio in 1955 for Expressway  
 purposes and taxes pertaining to same for 1956 should be  
 deleted from the delinquent roll. None

OWNER - Romana R. Ramos  
 PROPERTY DESCRIPTION - Lot 3, Blk. 3, NCB 316  
 Code 1800  
 TAX YEAR - 1956  
 REASON - The above described property was purchased  
 by the City of San Antonio in 1955 for Expressway  
 purposes and taxes pertaining to same for 1956 should  
 be deleted from the delinquent roll. None

OWNER - Romana R. Ramos  
 PROPERTY DESCRIPTION - Lot 9, Blk. 3, NCB 316  
 Code 7200  
 TAX YEAR - 1956  
 REASON - The above described property was purchased  
 by the City of San Antonio in 1955 for Expressway  
 purposes and taxes pertaining to same for 1956 should  
 be deleted from the delinquent roll. None

OWNER - B. F. Ruby  
 PROPERTY DESCRIPTION - Personal Property,  
 Account No. 12473-0100  
 TAX YEARS - 1955 and 1956  
 REASON - It has been determined that the personal  
 property involved was not located within the City  
 of San Antonio and taxes pertaining to same in the  
 amount of \$23.45 should be deleted from the delinquent  
 roll. None

OWNER - Henry Lee Taylor  
 PROPERTY DESCRIPTION - Lot 20, Blk. 4, NCB 3858  
 Code 800  
 TAX YEARS - 1945, 1946, and 1947  
 REASON - The above described property was acquired by the City of San Antonio through a tax foreclosure sale, however through error, certain taxes remained on the rolls and the same should now be deleted therefrom. Subsequently this property was sold to a private individual and taxes for the year 1946 in the amount of \$5.20 should be collected from the purchaser. 5.20

OWNER - U. S. Government  
 PROPERTY DESCRIPTION - Various Lots in NCB 6955 and 6956, Codes 1000, 2000, 3000, 4000 and 5000  
 TAX YEARS - 1933 and 1935 through 1940  
 REASON - The above property was acquired by the Federal Government through Condemnation Proceedings by Civil Action No. 169 in January of 1941 at which time the City's claim for taxes was adjudicated. Through error, taxes in the amount of \$16.39 remained on the tax roll and should now be removed. None

OWNER - Unknown Owner  
 PROPERTY DESCRIPTION - 40 ft. alley, Blk. 4, NCB 10923, Code 0800  
 TAX YEARS - 1953 Reassessment, 1954, 1955 and 1956  
 REASON - As a result of a field inspection by a representative of the Tax Office, it was determined that the above described property constituted part of a County road and the delinquent taxes pertaining to same in the amount of \$18.21 should be deleted from the delinquent tax roll. None

OWNER - Andres Vasquez  
 PROPERTY DESCRIPTION - Lot 91, NCB 3896  
 Code 4750  
 TAX YEAR - 1955  
 REASON - Through error, the 1955 taxes on the above described property in the amount of \$29.93 were paid by a person not owning the same and a refund was paid him. This tax should now be replaced on the delinquent roll in the name of the true owner for collection purposes. 29.93

OWNER - Helen Seiter Veith  
 PROPERTY DESCRIPTION - Lot 9, Blk. 1, NCB 11305, Code 4050  
 TAX YEARS - 1955 and 1956  
 REASON - Due to an error, the assessed valuation of the above described property appeared on the 1955 roll as \$280.00 and \$2,080.00 for 1956 whereas the correct valuation should have been \$3,620.00 for both years. Our delinquent tax roll should be adjusted accordingly. (Two Correction Certificates attached) 141.90

OWNER - Carl Wideman  
 PROPERTY DESCRIPTION - S. 70 ft. of 11 and S. 70 ft. of E. 36 ft. of 12, Blk. 62, NCB 7217, Code 2500  
 TAX YEAR - 1952  
 REASON - As a result of the 1953 Tax Resurvey, a valuation of \$5,210 was placed on the above described property and it is recommended that this value be used in computing payment of the delinquent 1952 taxes. 178.71

OWNER - Wonder Gro. Fertilizer Co., Inc.  
 PROPERTY DESCRIPTION - Personal Property, Account No. 14917-5005  
 TAX YEAR - 1955  
 REASON - Taxes in the amount of \$11.37 were assessed in error against the above concern inasmuch as the personal property involved was not located within the corporate limits of San Antonio. None

2. 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 on the attached Correction Certificates have been recommended by said Board.

PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
 Mayor

ATTEST:  
 J. Frank Gallagher  
 City Clerk

AN ORDINANCE 25,900

APPROPRIATING THE SUM OF \$102.90 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND SERIES 1955 - SECTION "A", FUND NO. 478-01, PAYABLE TO FRED HUNTRESS, COUNTY CLERK, FOR BILLS OF COSTS INCURRED IN CONDEMNATION CAUSES NOS. 50018, 50052, 48718, 50181 AND 48719 and 50014

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

1. That the sum of ONE HUNDRED TWO AND 90/100 (\$102.90) DOLLARS be and is hereby appropriated out of Expressway and Street Improvement Bond Series 1955 - Section "A", Fund No. 478-01, payable to Fred Huntress, County Clerk of Bexar County, in payment of Bills of Costs incurred in the following condemnation causes, per statements attached.

Cause No. 50018, City of San Antonio vs. Clyde D. Abbott et al (Parcel No. E-212) Project #68 Storm Drainage	14.45
Cause No. 50052, City of San Antonio vs. Fay McComb, et ux, (Parcel No. 1711) U. S. Highway #87 Northwest Expressway	10.55
Cause No. 48718, City of San Antonio vs. J. S. Wachob, et ux, (Parcel #1729) U. S. Highway #87 Northwest Expressway	21.90
Cause No. 50181, City of San Antonio vs. P. L. Tschirhart et al, (Parcels #1755; 1779 thru 1782; 1769, 1798; 1791 thru 1794; 1787; 1813; 1815; 1 849) U. S. Highway #87 Northwest Expressway	15.40
Cause No. 48719, City of San Antonio vs. Kate Smith Bishop, (Parcels #2070 & 2080) U. S. Highway #87 Northwest Expressway	14.50
Cause No. 50014, City of San Antonio vs. Hilda Mary Maxwell, et al (Parcel #2121) U. S. Highway #87 Northwest Expressway	26.10
Total	\$ 102.90

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

--

AN ORDINANCE 25,901

APPROPRIATING THE SUM OF \$583.95 TO PAY TITLE COMPANIES, APPRAISERS, ENGINEERS, AND FERGUSON MAP COMPANY FOR SERVICES RENDERED IN CONNECTION WITH ACQUISITION OF CERTAIN PROPERTIES FOR THE CITY OF SAN ANTONIO FOR EXPRESSWAY AND DRAINAGE PURPOSES PROJECTS

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

1. That the sum of Five Hundred Eighty-Three and 95/100 (\$583.95) Dollars be and the same is hereby appropriated out of Expressway and Street Improvement Bond Series 1955 - Section "A", Fund No. 478-01, payable to the following title companies, appraisers, engineers and map company for services rendered in connection with the acquisition of certain properties for Expressway and Drainage purposes projects, per statements attached.

PAYABLE TO:

1. SECURITY TITLE COMPANY, INC. 425 East Pecan Street San Antonio, Texas . . . . .	the sum of	\$ 84.95
for Closing Costs re Parcel No. 2002 U. S. Highway #87 Northwest Expressway		
2. GUARANTY ABSTRACT AND TITLE COMPANY 200 Milam Building San Antonio, Texas . . . . .	the sum of	45.85
for Closing Costs re Parcel No. 2134 U. S. Highway #87 Northwest Expressway		
3. GUARDIAN ABSTRACT AND TITLE COMPANY 815-23 Brady Building San Antonio, Texas . . . . .	the sum of	86.35
for Closing Costs re Parcel No. E-306 Harlan Street Drainage Project		

- 4. GEORGE A. FRENCH  
1425 Donaldson Avenue  
San Antonio, Texas . . . . . the sum of \$ 75.00  
  
for appraisal of City Parcel No. E-122  
Property required for Big Foot Outfall  
Storm Sewer Easement
  - 5. GEORGE A. FRENCH  
1425 Donaldson  
San Antonio, Texas . . . . . the sum of \$ 160.00  
  
for Court Testimony re Parcel No. 143  
U. S. Highway #81 South Expressway  
3 days Testimony @ \$50.00 . . . . . \$ 150.00  
Photographs used as exhibits . . . . . 10.00
  - 6. NELSON CORY, JR.  
717 Ridgemont  
San Antonio, Texas . . . . . the sum of 100.00  
  
for Testimony re Parcel No. 93 (2 days)  
U. S. Highway #81 South Expressway.
  - 7. JACK AMMANN, PHOTOGRAMMETRIC ENGINEERS, INC.  
Broadway at Tenth  
San Antonio, Texas . . . . . the sum of 20.00  
  
For furnishing one enlargement on DW/Matte  
of an area in San Antonio,  
re Parcel No. 93  
U. S. Highway #81 South Expressway
  - 8. FERGUSON MAP COMPANY  
112 Dwyer Avenue  
San Antonio, Texas . . . . . the sum of 11.80  
  
One enlarged section from BB15 East to Flores, re Parcel  
No. 93 U. S. Highway #81 South Expressway.
- Total \$ 583.95

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,902

APPROPRIATING THE SUM OF \$19.75 OUT OF FUND #476  
FEDERAL AIRPORT AID PROJECT #9-41-080-5709; PAYABLE  
TO FRED HUNTRESS, COUNTY CLERK, FOR BILL OF COSTS  
INCURRED IN CONDEMNATION CAUSES NOS. 867 AND 49414,  
PARCEL NO. 2605

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

1. That the sum of NINETEEN and 75/100 (\$19.75) DOLLARS be and is hereby appropriated out of Fund #476 Federal Airport Aid Project #9-41-080-5709, payable to Fred Huntress, County Clerk of Bexar County, in payment of Bills of Costs incurred in the following condemnation causes, per statements attached:

Cause No. 867, City of San Antonio vs. Milton R. H. Theis et al (Parcel #2605) In the County Court of Bexar County, Texas	8.00
Cause No. 49414, City of San Antonio vs. Milton R. H. Theis, et al (Parcel #2605) In the County Court at Law No. 2 of Bexar County, Texas	<u>11.75</u>
	\$ 19.75

2. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,903

*Sale of Property*

AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO CERTAIN PROPERTY ON THE ADKINS-ELMENDORF ROAD TO THE STATE OF TEXAS IN CONSIDERATION OF THE BENEFITS TO ACCRUE TO OTHER PROPERTY OWNED BY THE CITY OF SAN ANTONIO IMMEDIATELY ADJACENT TO THE ADKINS-ELMENDORF ROAD, AND FOR THE FURTHER CONSIDERATION OF THE REESTABLISHMENT OF THE PRESENT FENCE OF THE PROPERTY HEREIN DESCRIBED, ON THE NEW RIGHT OF WAY LINE WITH EXISTING MATERIAL OR NEW MATERIAL WHERE NECESSARY, AND FURTHER AUTHORIZING THE CITY MANAGER, FOR THE SAME CONSIDERATION, TO EXECUTE A QUITCLAIM DEED TO THE STATE OF TEXAS, TO CERTAIN PROPERTY ALSO ON THE ADKINS-ELMENDORF ROAD

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

1. The the City Manager be, and he is hereby authorized to execute a Special Warranty Deed to the State of Texas, for and in consideration of the benefits to accrue to other property owned by the City of San Antonio, immediately adjacent to the property herein described, and for the further consideration of the re-establishment of the present fence to the new right of way line, with existing material or new material where necessary, to the following described property situated in Bexar County, Texas, and being a part of a 114.7 acre tract out of Jose de la Garza Survey No. 4, Abstract No. 4, County Block 4008, and being more particularly described as follows, to-wit:

BEGINNING at the present West corner of the City of San Antonio, Texas property in the present Southeast line of the Adkins-Elmendorf Road, said corner being S. 13° 40' E. 8.1 feet from Station 208/68.8 on the center line of F. M. Highway 1937;

THENCE, with the present Southeast line of the Adkins-Elmendorf Road, along a fence line, as follows: N. 32° 49' 32" E. 336.79 feet, to an angle in same; N. 33° 34' 34" E. 400.05 feet, to an angle in same; N. 34° 18' 41" E. 119.66 feet, to an angle in same; and N. 38° 54' 50" E. 64.66 feet, to a point in the fence line on the East side of the City of San Antonio property;

THENCE, S. 5° 22' 30" E. along the fence line on the East side of the City of San Antonio property, same being the West side of a tract of land owned by the City of San Antonio under the direction of the City Public Service Board, a distance of 27.86 feet, to a point in the proposed Southeast right of way line of said Highway;

THENCE, S. 32° 43' W. parallel to and 40.0 feet from the center line of said Highway a distance of 931.27 feet, to a point in the fence line on the Southwest side of the City of San Antonio property;

THENCE, N. 13° 40' W. along said fence line a distance of 47.15 feet, to the place of BEGINNING, and containing 0.651 acres of land, more or less;

and being part of the tract of land described and conveyed in that deed dated October 8, 1941, recorded in Volume 1843, Pages 346-50, of the Deed Records of Bexar County, Texas.

2. The City Manager is further authorized to execute a Quitclaim Deed to the State of Texas, for the same consideration recited in paragraph one (1) hereof, to the following described land situated in Bexar County, Texas, and more particularly described as follows, to-wit:

An existing strip of land, approximately 38 feet in width, presently occupied by the Adkins-Elmendorf County Road and which lies within the proposed right-of-way boundaries of F. M. Highway No. 1937 immediately adjacent to the grantor's Northwest line and between Engineer's Station 208/68.8 and Engineer's Station 218/00 on the survey line of said Highway, and containing 0.812 acres of land, more or less.

3. PASSED AND APPROVED this 23rd day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,904 ✓

APPROVING THE LOCATION OF THE RIGHT OF WAY FOR STORM DRAINAGE PROJECT #13 FROM GIBBS STREET AT RIO GRANDE STREET TO BELMONT STREET BETWEEN GRIMES AND WALTERS STREETS; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT OF WAY LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN

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

1. That the location of the right of way for Storm Drainage Project #13, as shown by a map prepared under the direction of the Director of Public Works attached hereto and made a part hereof, showing the proposed right-of-way boundaries covering portions of the New City Blocks listed below:

N.C.B. 1423, N.C.B. 1424, N.C.B. 6457

be and is hereby approved.

2. That the outer boundaries of the approved right of way for the proposed Storm Drainage Project #13, as shown by the attached map, are here and now established as building lines, within and between which no structure shall be built, and between which no existing structure shall be built, and between which no existing structure shall be repaired or altered if the cost of such repairs or alterations to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made.

3. That the Director of Planning and Building Inspection Division of the City of San Antonio is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way established; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

4. PASSED AND APPROVED this 23rd day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,905

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF QH. HOFFMEYER TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN RECREATIONAL EQUIPMENT FOR A TOTAL OF \$1,413.00

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

1. That the attached low qualified bid of Q. H. Hoffmeyer, dated December 20, 1957 to furnish the City of San Antonio department of Parks and Recreation with certain recreational equipment for a total of \$1,413.00, less 2%-15 days be, and the same is hereby accepted.

2. That the low qualified bid of O. H. Hoffmeyer is attached hereto and made a part thereof.

3. That payment be made from General Fund 1-01 Department of Parks and Recreation Account No. 11-02-01.

4. That all other bids received are hereby rejected.

5. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,906

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH JORDAN MOTOR COMPANY FOR THE MAINTENANCE SERVICE AND PARTS FOR FORD VEHICLES FOR THE CITY OF SAN ANTONIO FOR PERIOD BEGINNING JANUARY 1, 1958 AND TERMINATING JULY 31, 1958

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

1. That this ordinance evidences the acceptance of the attached Bidders Proposal and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant ordinances of the City of San Antonio, with Jordan Motor Company for the Maintenance Service and Parts for Ford Vehicles for the City of San Antonio as follows:

- (a) Labor charges for removing, repairing or replacing and overhauling Ford vehicles @ . . . . . \$4.00 Hr. Less 15%
- (b) Parts billed from current net price book form #3636 at the net wholesale prices less 10%
- (c) All repair work guaranteed for 30 days All parts guaranteed for thirty days

2. That this contract shall become effective January 1, 1958 and shall terminate July 31, 1958.

3. That the City of San Antonio reserves the right to cancel such contract by giving a thirty day prior written notice of the intention to terminate such contract.

4. That all provisions of the specifications will be adhered to and that the Bidders Proposal (Jordan Motor Company) is attached hereto and made a part thereof.

5. That this instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with 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.

6. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall Mayor

ATTEST: J. Frank Gallagher City Clerk

AN ORDINANCE 25,907

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH THE SMITH MOTOR SALES FOR THE MAINTENANCE SERVICE AND PARTS FOR CHEVROLET VEHICLES FOR THE CITY OF SAN ANTONIO FOR PERIOD BEGINNING JANUARY 1, 1958 AND TERMINATING JULY 31, 1958

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

1. That this ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant ordinances of the City of San Antonio, with Smith Motor Sales for the Maintenance Service and Parts for Chevrolet vehicles for the City of San Antonio as follows:

- (a) Labor charges for removing, repairing, or replacing and overhauling Chevrolet Vehicles - Chevrolet suggested flat rate Schedule RS-32-SM \$4.00 Hr. Less 15%
- (b) Parts billed from current dealer net price, less 12 1/2% - Net - 30
- (c) Warranty - Chevrolet Guarantee - 4000 miles or 90 days.

2. That this contract shall become effective January 1, 1958 and shall terminate July 31, 1958.

3. That the City of San Antonio reserves the right to cancel such contract by giving a thirty day prior written notice of the intention to terminate such contract.

4. That all provisions of the Specifications will be adhered to and that the Bidders Proposal (The Smith Motor Sales) is attached hereto and made a part thereof.

5. That this instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with 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 ordinances.

6. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,908

AMENDING ORDINANCE NO. 25,836 DATED DECEMBER 12, 1957  
AS PASSED ACCEPTING BID OF DULANEY SERVICE COMPANY  
TO FURNISH TWO STRIPING MACHINES LESS TWO TRADE-INS  
TOTAL \$4,200.00 TO READ LESS ONE TRADE-IN TOTAL OF  
\$4,259.25

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

1. Ordinance No. 25,836, dated December 12, 1957 accepting the bid of Dulaney Service Company to furnish two striping machines less two trade-ins - total of \$4,200.00 is hereby amended to read: "For two striping machines less one trade-in total of \$4,259.25."

2. PASSED AND APPROVED this 30th day of December A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,909

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL  
OF BUILDINGS LOCATED ON CITY OWNED PROPERTY, AND  
MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL  
BIDDERS

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

1. That the following high bids submitted for purchase of buildings located on City-owned property are hereby accepted, to be moved:

<u>Parcel</u>	<u>Project</u>	<u>Bidder</u>	<u>Location</u>	<u>Amt. of Bid</u>
1711	#87 North	Ben F. Friedman	1310 W. Huisache	\$ 794.00
2121	"	East Terrell Hills Homes, Inc.	1301 Sacramento	1776.00
E-212	#68	Ed Slavin	810 Sunglo	309.00

Buyers shall have thirty (30) days from date hereof to remove the above improvements and clear lots.

2. All other bids on the above named parcels are hereby rejected.

3. This ordinance makes and manifests a Bill of Sale to the successful bidders named in Paragraph 1 hereof to the buildings on which they were successful bidders; subject, however, to the conditions contained in the advertisements for bids and of the proposals of the successful bidders submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraph 1. Time is of the essence of these sales, and buyers must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

4. All bids submitted for purchase of buildings on the following parcels are hereby rejected.

None

5. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,910

ACCEPTING A DEED FROM MRS. ARTHUR H. STENZEL, SR.  
CONVEYING TO THE CITY OF SAN ANTONIO LOT 16, BLOCK  
21, NEW CITY BLOCK 3426, FOR THE CAVALIER STREET  
DRAINAGE, AND APPROPRIATING THE SUM OF \$1,250.00 TO  
PAY FOR SAME

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

1. That the deed from Mrs. Arthur H. Stenzel, Sr., 4400 McKinney Avenue, which conveys to the City of San Antonio, the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Lot 16, Block 21, New City Block 3426,

be and is hereby accepted.

2. That the sum of ONE THOUSAND TWO HUNDRED FIFTY and no/100 (\$1,250.00) DOLLARS, be and is hereby appropriated out of the Street and Bridge Bond Fund, C45, Account No. 473, payable to the COMMERCIAL ABSTRACT & TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,911

ACCEPTING A DEED FROM G. BARENBLAT, CONVEYING TO  
THE CITY OF SAN ANTONIO A DRAINAGE EASEMENT ALONG  
THE EAST LINE OF LOT 7, NEW CITY BLOCK 8891, FOR  
WEST POPLAR STREET DRAINAGE PROJECT, AND APPROPRIATING  
THE SUM OF \$150.00 TO PAY FOR SAME

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

1. That the deed from G. Barenblat, 1830 West French Place, conveying to the City of San Antonio the following described property, for West Poplar Street Drainage Project:

Being a Drainage Easement along the East line of Lot 7, New City Block 8891, Cenizo Park, and more specifically described in said deed, be and is hereby accepted.

2. That the sum of \$150.00 be and is hereby appropriated out of Street Improvement Bond Fund 479-01, payable to G. Barenblat, to be used in payment for such property.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,912

ACCEPTING AN EASEMENT FOR STORM DRAINAGE PURPOSES  
(W. POPLAR STREET DRAINAGE PROJECT) ALONG THE EAST  
LINE OF LOT 20, NEW CITY BLOCK 8891, TO THE CITY  
OF SAN ANTONIO, FROM TOMAS R. GARCIA, WHO GRANTS  
THIS EASEMENT AS A DEDICATION

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

1. That the Dedication Easement from Tomas R. Garcia, 2326 Leal Street, San Antonio, Texas, dedicating to the City of San Antonio for Storm Drainage purposes, in the following described land, located within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a Drainage Easement along the East line of Lot 20, New City Block 8891, Cenizo Park, according to plat thereof recorded in Volume 3541, Page 68, Deed & Plat Records of Bexar County, Texas, and more specifically described in said Dedication Easement,

be and is hereby accepted.

2. That no money is in any way used in this transaction, since the Easement was dedicated.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

ATTEST:  
J. Frank Gallagher  
City Clerk

J. Edwin Kuykendall  
Mayor

## AN ORDINANCE 25,913

AUTHORIZING THE EXECUTION OF AN INSURANCE CONTRACT OF THE CITY OF SAN ANTONIO WITH GLOBE INDEMNITY COMPANY, AND AUTHORIZING PAYMENT OF AN INSURANCE PREMIUM IN THE TOTAL SUM OF \$715.35

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

1. The City Manager is hereby authorized and directed to execute a contract required in connection with the following insurance policy:

- a. To renew policy number GGC 14-58-68, Globe Indemnity Company, 12-9-57 to 12-9-58; Comprehensive Glass Insurance on buildings at International Airport, Control Tower, Stinson Field, and Bolivar Building, La Villita. Premium \$715.35.

2. That payment for insurance premiums described herein above is hereby authorized as follows:

- a. The sum of \$715.35 to L. C. Beery Insurance Agency, 400 Soledad Street, San Antonio 5, Texas.

3. PASSED AND APPROVED this 19th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,914

ACCEPTING A DEED FROM ADELE DULLNIG COOK CONVEYING TO THE CITY OF SAN ANTONIO A TRACT OF LAND OUT OF BLOCK 33, NEW CITY BLOCK 542 FOR AUSTIN STREET CUT-OFF AND APPROPRIATING THE SUM OF \$15,000.00 TO PAY FOR SAME

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

1. That the deed from Adele Dullnig Cook, 112 Burnet Street, San Antonio, Texas, conveying to the City of San Antonio the following described property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Block 33, New City Block 542; more particularly described in said deed,

be and is hereby accepted.

2. That the sum of \$15,000.00 be and is hereby appropriated out of Street Improvement Bond Fund, Series 1956, #479-01, payable to Alamo Title Company, to be used in payment of such property.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,915

ACCEPTING A DEED FROM E. D. GARCIA AND WIFE, SARAH GARCIA CONVEYING TO THE CITY OF SAN ANTONIO A TRACT OF LAND OUT OF BLOCK 33, NEW CITY BLOCK 542, FOR AUSTIN STREET CUT-OFF AND APPROPRIATING THE SUM OF \$7,500.00 TO PAY FOR SAME

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

1. That the deed from E. D. Garcia, and wife, Sarah Garcia, 108 Burnet Street, San Antonio, Texas, conveying to the City of San Antonio the following described property for Austin Street Cut-off situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Block 33, New City Block 542; more particularly described in said deed,

be and is hereby accepted.

2. That the sum of \$7,500.00 be and is hereby appropriated out of Street Improvement Bond Fund, Series 1956, #479-01, payable to Alamo Title Company, to be used in payment of such property.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,916

✓ State of Tex

PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF THE PORTION OF BROADWAY AND ROOSEVELT AVENUE IN THE CITY OF SAN ANTONIO, HIGHWAYS NOS. U. S. 81 AND 281, BETWEEN THE FOLLOWING LIMITS, TO-WIT: BROADWAY FROM JOSEPHINE STREET TO 13TH STREET AND ROOSEVELT AVENUE FROM HICKS AVENUE TO ROCKWOOD CREEK HEREINAFTER REFERRED TO AS "THE PROJECT" AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE AND THE CITY SECRETARY TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, EXISTENCE AND USE OF SAID PROJECT; AND DETERMINING THE LIABILITIES AND RESPONSIBILITIES OF THE CITY AND THE STATE OF TEXAS WITH REFERENCE THERETO; AND DECLARING AN EMERGENCY AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, the public convenience, safety and necessity of the City, and the people of the City require that the portion of Highway No. U. S. 81 from Josephine Street to 13th Street and Highway No. U. S. 281 from Hicks Avenue to Rockwood Creek be constructed, since the existing condition constitutes a serious inconvenience to the public, which it is urgently required to be remedied; and

WHEREAS, the City has requested the State of Texas to contribute financially in the project; and

WHEREAS, the State of Texas has made it known to the City that the State will assist the City in the improvement and maintenance of said project, providing the City approves the plans for said project; NOW THEREFORE:

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

Section 1. That since the public convenience, safety and necessity of the City and the people of the City require it, said project shall be constructed.

Section 2. That the Mayor of the City be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance, in the form attached hereto and marked Exhibit "B". The Mayor of the City is further authorized to approve and sign the detailed plans for construction of the project or any section thereof when and as such plans are completed and prior to award of construction contract by the State. The City Secretary is hereby directed to attest the agreement and contract and to affix the proper seal of the City thereto.

Section 3. That the State of Texas be and is hereby authorized to enter upon and construct the project at the location and in the manner shown on the plans to be approved by the Mayor and attached hereto, marked Exhibit "A", and made a part hereof in all respects, and to maintain such project all as is provided in the agreement hereto attached.

Section 4. The fact that there is an imperative necessity that the work provided for in said contract be begun and carried out promptly, and that such contract should accordingly be forthwith executed, creates a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this December 30, 1957 and shall take effect immediately upon its passage and approval by the Mayor.

Section 5. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,917

ACCEPTING PROPOSAL OF IRVING S. SELIGMANN FOR PROFESSIONAL ENGINEERING SERVICES TO BE RENDERED; APPROPRIATING \$8,400.00 OUT OF NO. 478-01, EXPRESSWAY STREET IMPROVEMENT BOND FUND, SERIES 1955, PAYABLE TO IRVING S. SELIGMANN; AND APPROPRIATING \$2,800.00 OUT OF NO. 478-01, EXPRESSWAY STREET IMPROVEMENT BOND FUND, SERIES 1955, TO BE USED AS A CONTINGENCY ACCOUNT FOR THIS PROJECT

WHEREAS, the relocation and reconstruction of various sanitary sewer lines within the right-of-way of the proposed U. S. 87 North from approximately Woodlawn Avenue to Kenny Road is necessary before the State Highway Department can proceed with the construction of the proposed U. S. 87 North; and

WHEREAS, Irving S. Seligmann has submitted on acceptable proposal for professional engineering services to be rendered in connection with the relocation and reconstruction of said sanitary sewer lines; NOW THEREFORE:

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

1. The attached proposal of Irving S. Seligmann for professional engineering services to be rendered with the relocation and reconstruction of various sanitary sewer lines within the right of way of the proposed U. S. 87 North from approximately Woodlawn Avenue to Kenny Road is hereby accepted and said attached proposal of Irving S. Seligmann is made a part of this ordinance as fully and completely as if copied verbatim herein.

2. The sum of \$8,400.00 is hereby appropriated out of No. 478-01, Expressway Street Improvement Bond Fund, Series 1955, payable to Irving S. Seligmann, being 3% of the estimated construction cost of \$280,000.00, for professional engineering services to be rendered.

3. The sum of \$2,800.00 is hereby appropriated out of No. 478-01, Expressway Street Improvement Bond Fund, Series 1955, being 1% of the estimated construction cost of \$280,000.00, to be used as a contingency account for the aforementioned project.

4. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,918

ACCEPTING THE LOW BID OF CAGE BROS. IN THE AMOUNT OF \$6,226.58, FOR CONSTRUCTION OF CULVERTS UNDERNEATH THE EXISTING 76 INCH OUTFALL SEWER LINE EAST OF U. S. 281 AND SOUTH ASHLEY ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING THE PAYMENT OF FUNDS FOR SAME

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

1. The low bid of Cage Bros., in the amount of \$6,226.58, for construction of culverts underneath the existing 76 inch outfall sewer line east of U. S. 281 and south of Ashley Road, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with Cage Bros. the 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 the sum of \$6,226.58 out of the General Fund, Account No. 09-02-04, Code 5-12, to said Cage Bros., payable in such sums and at such times as are provided in the contract.

5. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,919

APPROVING AND ADOPTING A CONTRACT BETWEEN THE  
CITY OF SAN ANTONIO AND A. F. BEYER FOR THE  
PRIVILEGE OF OPERATING BOATS ON THE BEAUTIFIED  
SECTION OF THE SAN ANTONIO RIVER

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

1. This contract between the City of San Antonio, a municipal corporation, and A. F. Beyer, doing business as Casa Rio Mexican Foods, hereinafter termed "Licensee" with the following conditions is approved and adopted:

(1) The City of San Antonio for and in consideration of the sum of \$1500.00 (Fifteen Hundred Dollars) per year, hereby grants to A. F. Beyer, doing business as Casa Rio Mexican Foods the right and privilege of operating boats per hire on the beautified section of the San Antonio River located between Fourth Street and the Hilton Hotel.

(2) This privilege is granted for a period of three years extending from January 1, 1958 to December 31, 1960.

(3) Licensee shall pay the consideration for the first year on the execution date of this contract. The consideration for the second year of this contract shall be payable in advance of January 1, 1959. The consideration for the third year of this contract shall be payable in advance of January 1, 1960.

(4) Licensee agrees to keep in usable repair the wires and fixtures of the lighting system now in existence located on the aforesaid beautified section, including the expense of light globes.

(5) The City covenants and agrees to maintain police protection on the San Antonio River in said beautified section.

(6) The City further agrees to permit Licensee, subject to approval by the Parks and Recreation Director, the use of property along the banks of said section as is reasonably necessary in connection with the operating of boats for hire, provided that the use by Licensee shall not interfere with the use of said property by the City for the storage of tools and equipment and shall not impede or interfere with the use of said property by the City for flood control purposes.

(7) The City reserves the right to prohibit the placing of any advertising matter along the beautified section of the river.

(8) Nothing herein shall operate in any manner to prevent the City of San Antonio from permitting displays, tournaments, amusements or river parades for the benefit of the public from being carried on on the San Antonio River.

(9) Licensee further agrees that on all parts of the river banks used by Licensee, he will at all times keep the same free from litter, paper, trash and other obstructions and put the same in regular trash containers on the street, and in full conformity with the garbage, sanitary and health regulations of the City.

(10) Licensee shall conduct his operation in a quiet and orderly manner and shall observe and comply with all laws and ordinances affecting his business.

(11) Licensee shall furnish a public liability insurance policy in which the City of San Antonio is named as co-insured. The minimum limits of said policy shall be \$10,000 per person and \$20,000 per accident in the case of bodily injuries; and a minimum limit of \$10,000 in the case of property damage.

(12) A copy of the insurance policy provided for in Paragraph 1 (11) of this contract shall be filed with the City Clerk, City Hall, San Antonio, Texas.

(13) It is expressly understood by Licensee that only the right and privilege of operating boats for hire on the beautified section of the river is granted by this agreement and no concession for the sale of any item whatever, either on the river or on the river banks, is granted.

(14) The foregoing instrument in writing constitutes the entire agreement for this contract there being no other written or oral agreement with any other officer or employee of the City.

(15) In case of default of any of the covenants by Licensee, the City may declare this permit terminated and the City shall have the right to re-enter the demised premises and remove all persons or property from same without being deemed guilty of any manner of trespass, without liability for any damages, and without prejudice to any other remedy that the City may have.

(16) This instrument is not assignable without the written consent of the City.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

ACCEPTED IN ALL THINGS BY THE UNDERSIGNED THIS 30TH DAY OF DECEMBER, 1957.

/s/ A. F. Beyer, Licensee

## AN ORDINANCE 25,920

APPROVING AND ADOPTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE DOUBLE U RANCH FOR THE LEASE OF TRACT NO. TWO IN OLMOS BASIN FOR GRAZING PURPOSES

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

1. This contract makes and manifests a lease between the City of San Antonio, a municipal corporation and the Double U Ranch, a partnership, of the County of Bexar, State of Texas, hereinafter styled "Lessee" in words and figures as follows:

WITNESSETH:

2. Lessor leases to the Lessee, and the Lessee takes from the Lessor, for a term of two years, commencing on the 1st day of January, 1958 and ending on the 31st day of December, 1959, the following tract of land situated in the County of Bexar, State of Texas:

Tract 2. 81 acres, bounded on the south by Contour Drive; on the west by Missouri-Pacific Railroad track; on the north by Basse Road; and the east by Olmos Creek.

3. The rental to be paid by Lessee to the Lessor shall be \$226.50 per year. The rental shall be paid annually in advance by the Lessee, at the office of the Director of Finance of the City of San Antonio, in the City Hall, Bexar County, Texas. This lease is not subject to renewal by holdover by the Lessee, voluntarily or involuntarily, and this lease will terminate on the 31st day of December 1959. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein, subject to all other conditions imposed in this contract upon the Lessee.

4. The land demised herein shall be used solely for grazing and agricultural purposes. The lessee shall enclose the demised land by a substantial stock proof fence which shall be constructed so that it will not float, and the construction shall be subject to approval by the City Engineer as a condition precedent to this lease. At the termination of this lease, said Lessee shall have the right to sell or remove the fence around said land, at his own expense. The Lessee shall not permit any waste upon this land, cut timber or remove earth.

5. Lessee acknowledges that he has examined the premises and that the same are suitable and sufficient for the purpose for which they are to be used and the Lessee takes the property as it is.

6. Lessee acknowledges that this land is the bottom of Olmos Detention Basin, that it is subject to overflow and as a part of the consideration for this lease, the Lessee releases the Lessor from all claims for damages to persons or to property caused by floods or inundation; and the Lessee will put outlets from the land herein demised onto high ground and will remove all livestock from this area in the event of a flood or threat of flood. The Lessee will not put anything in this area except the fences herein permitted.

7. Lessee acknowledges that this is property that the City of San Antonio bought for public purposes and that its use for a public purpose is a right paramount to the rights of the Lessee under this lease and in the event the City of San Antonio elects to use the land herein conveyed, or any part thereof, for any public purpose or any quasi-public purpose, then the City of San Antonio may terminate this lease as fully as if it had expired by its own terms, upon giving the Lessee 30 days notice of the intention to terminate.

8. The Lessee further covenants and agrees that he will not assign this lease, nor sub-let the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in a reasonably good and clean condition. Lessee further covenants and agrees that no livestock shall be put upon or allowed to remain upon the demised premises which are sick or diseased in any contagious manner.

9. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions or provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said Lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

10. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fee and all costs of court that may be incurred as a result of such legal proceedings.

11. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

12. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

13. ACCEPTED BY THE LESSEE AS THE CONTRACT OF LEASE THIS \_\_\_\_ day of \_\_\_\_\_ 195\_\_.

FOR DOUBLE U RANCH, LESSEE  
MILAM BUILDING (OFFICES)

AN ORDINANCE 25,921

APPROVING AND ADOPTING A CONTRACT BETWEEN THE CITY  
OF SAN ANTONIO AND TOM SLICK FOR THE LEASE OF TRACT  
NO. FIVE IN OLMOS BASIN FOR GRAZING PURPOSES

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

1. This contract makes and manifests a lease between the City of San Antonio, a municipal corporation of the County of Bexar, State of Texas, hereinafter styled "Lessor" and Tom Slick of the County of Bexar, State of Texas, hereinafter styled "Lessee" in words and figures as follows:

W I T N E S S E T H:

2. That Lessor leases to the Lessee and that Lessee takes from the Lessor, for a term of two years, commencing on the 1st day of January, 1958 and ending on the 31st day of December, 1959, the following tract of land situated in the County of Bexar and State of Texas:

Tract 5, 26 acres, bounded on the west by Devine Road; on the north by the south line of Olmos Creek; on the south from a point commencing at approximately 1,800 feet north of the access road to the golf driving range on Devine Road and going in an easterly direction, following an existing barb wire fence, to the golf driving range; and on the east along the west boundary of the golf driving range, following an existing barb wire fence.

3. The rental to be paid by Lessee to the Lessor shall be \$75.00 per year. The rental shall be paid annually in advance by the Lessee, at the office of the Director of Finance, of the City of San Antonio, in the City Hall, Bexar County, Texas. This lease is not subject to renewal by holdover by the Lessee, voluntarily or involuntarily, and this lease will terminate on the 31st day of December, 1959. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein, subject to all other conditions imposed in this contract upon the Lessee.

4. The land demised herein shall be used solely for grazing and agricultural purposes. The Lessee shall enclose the demised land by a substantial stock proof fence which shall be constructed so that it will not float, and the construction shall be subject to approval by the City Engineer as a condition precedent to this lease. At the termination of this lease, said Lessee shall have the right to sell or remove the fence around said land, at his own expense. The Lessee shall not permit any waste upon this land, cut timber or remove earth.

5. Lessee acknowledges that he has examined the premises and that the same are suitable and sufficient for the purpose for which they are to be used and the Lessee take the property as it is.

6. Lessee acknowledges that this land is the bottom of Olmos Detention Basin, that it is subject to overflow and as a part of the consideration of this lease, the Lessee releases the Lessor from all claims for damages to persons or to property caused by floods or inundation; and the Lessee will put outlets from the land herein demised onto high ground and will remove all livestock from this area in the event of a flood or threat of flood. The Lessee will not put anything in this area except the fences herein permitted.

7. Lessee acknowledges that this is property that the City of San Antonio bought for public purposes and that its use for a public purpose is a right paramount to the rights of the Lessee under this lease and in the event the City of San Antonio elects to use the land herein conveyed, or any part thereof, for any public purpose or any quasi-public purpose, then the City of San Antonio may terminate this lease as fully as if it had expired by its own terms, upon giving the Lessee 30 days notice of the intention to terminate.

8. The Lessee further covenants and agrees that he will not assign this lease, nor sub-let the whole or any part thereof, nor make or allow to be made any unlawful improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in a reasonably good and clean condition. Lessee further covenants and agrees that no livestock shall be put upon or allowed to remain upon the demised premises which are sick or diseased in any contagious manner.

9. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions or provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said Lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

10. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fee and all costs of court that may be incurred as a result of such legal proceedings.

11. The failure of the Lessor to enforce any covenant, or condition by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach of default.

12. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

13. ACCEPTED by the Lessee as the contract of lease this \_\_\_ day of \_\_\_\_\_, 1957).

\_\_\_\_\_  
TOM SLICK, LESSEE

AN ORDINANCE 25,922

APPROVING AND ADOPTING A CONTRACT BETWEEN THE  
CITY OF SAN ANTONIO AND J. L. SELLERS FOR THE  
LEASE OF TRACTS NO. ONE, FOUR, SIX AND SEVEN  
IN OLMOS BASIN FOR GRAZING PURPOSES

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

1. This contract makes and manifests a lease between the City of San Antonio, a municipal corporation, hereinafter styled "Lessor" and J. L. Sellers of the County of Bexar, State of Texas, hereinafter styled "Lessee" in words and figures as follows:

W I T N E S S E T H:

2. Lessor leases to the Lessee, and the Lessee takes from the Lessor, for a term of two years, commencing on the 1st day of January, 1958, and ending on the 31st day of December, 1959, the following tracts or parcels of land situated in the County of Bexar and State of Texas, more particularly described as follows, to-wit:

Tract 1. 64 acres, bounded on the south by Basse Road; on the west by Missouri-Pacific Railroad track; on the east by Tuxedo Avenue; and on the north by the Cement Plant to point of the Missouri-Pacific Railroad and the Jones-Maltsberger Road.

Tract 4. 45 acres, bounded on the east by Devine Road; on the west by <sup>the</sup> existing fence line; on the south by Park Drive; and on the north by Dick Freidrich Drive.

Tract 6. 50 acres, bounded on the south by Basse Road; on the west by McCullough Avenue; on the north by Olmos Creek, and on the east by the Missouri Pacific track.

Tract 7. 20 acres, bounded on the north and west by Tuxedo Avenue; on the east by Devine Road; and on the south by Basse Road.

3. The rental to be paid by Lessee to the Lessor shall be at the rate of \$1.51 per acre per year. The rental shall be paid annually in advance by the Lessee, at the Office of the Director of Finance of the City of San Antonio, in the City Hall, Bexar County, Texas. This lease is not subject to renewal by holdover by the Lessee, voluntarily or involuntarily, and this lease will terminate on the 31st day of December, 1959. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein, subject to all other conditions imposed in this contract upon the Lessee.

4. The land demised herein shall be used solely for grazing and agricultural purposes. The lessee shall enclose the demised land by a substantial stock proof fence which shall be constructed so that it will not float, and the construction shall be subject to approval by the City engineer as a condition precedent to this lease. At the termination of this lease, said Lessee shall have the right to sell or remove the fence around said land, at his own expense. The Lessee shall not permit any waste upon this land, cut timber or remove earth.

5. Lessee acknowledges that he has examined the premises and that the same are suitable and sufficient for the purpose for which they are to be used and the Lessee takes the property as it is.

6. Lessee acknowledges that this land is the bottom of Olmos Detention Basin, that it is subject to overflow and as a part of the consideration for this lease, the Lessee releases the Lessor from all claims for damages to persons or to property caused by floods or inundation; and the Lessee will put outlets from the land herein demised onto high ground and will remove all livestock from this area in the event of a flood or threat of flood. The Lessee will not put anything in this area except the fences herein permitted.

7. Lessee acknowledges that this is property that the City of San Antonio bought for public purposes and that its use for a public purpose is a right paramount to the rights of the Lessee under this lease and in the event the City of San Antonio elects to use the land herein conveyed, or any part thereof, for any public purpose or any quasi-public purposes, then the City of San Antonio may terminate this lease as fully as if it had expired by its own terms, upon giving the lessee 30 days notice of the intention to terminate.

8. The Lessee further covenants and agrees that he will not assign this lease, nor sub-let the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in a reasonably good and clean condition. Lessee further covenants and agrees that no livestock shall be put upon or allowed to remain upon the demised premises which are sick or diseased in any contagious manner.

9. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said Lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

10. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fee and all costs of court that may be incurred as a result of such legal proceedings.

11. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

12. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

13. Accepted by the Lessee as the contract of lease this \_\_\_\_ day of \_\_\_\_\_ 195\_\_.

\_\_\_\_\_  
J. L. Sellers, Lessee

AN ORDINANCE 25,923

AMENDING ORDINANCE NO. 25,262, PASSED AND APPROVED  
JULY 3, 1957, ESTABLISHING GREEN FEES AND LOCKER  
RENTAL FEES AT MUNICIPAL GOLF COURSES BY  
ESTABLISHING REDUCED RATES FOR HIGH SCHOOL STUDENTS

WHEREAS, it has been recommended by the Parks and Recreation Board, in the interests or promoting golf among high school students, that a program be adopted to allow students to pay golf at a reduced rate on Municipal Golf Courses; NOW THEREFORE:

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

1. Ordinance No. 25,262, passed and approved July 3, 1957, establishing green fees and locker fees at Municipal Golf Courses is hereby amended and henceforth shall include the following provisions.

2. High School students are an exception to the fee schedule as set forth in the above Ordinance No. 25,262 and the following rules are hereby established for high school students who wish to take advantage of the reduced rate.

a. The time to play at the reduced rate shall be after 2:00 P.M. on holidays and weekends but shall be at any time on days not included above.

b. The green fees shall be fifty cents (50¢) for eighteen holes at either Brackenridge or Willow Springs or nine holes at Riverside.

c. During exceptionally crowded conditions and scheduled tournaments, each golf course manager, or his representative, is reserved the right to deny the reduced rates as set forth by this ordinance.

d. High School students, to whom this privilege will be extended, must maintain a "C" or higher average.

e. Appropriate permits to control this program will be issued by the Director of Parks and Recreation in coordination with each High School principal concerned.

3. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,924

AUTHORIZING PAYMENT OF \$3,240.45 TO THE SAN ANTONIO MUSEUM ASSOCIATION AS RE-PAYMENT OF AN ADVANCE TO THE WITTE MUSEUM FROM THE WORLD WAR II MEMORIAL FUND

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

1. The sum of \$3,240.45 is hereby authorized to be paid from the Contingency Account of 1957-58 General Fund to San Antonio Museum Association as full payment of advance made to City of San Antonio to provide funds for the construction of the Auditorium Wing of Witte Museum and further providing that all revenue received from rentals of auditorium but not applied since date of advance and all revenue from rental of auditorium after January 1, 1958, are to be deposited in the General Fund of the City of San Antonio.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,925

FORBIDDING THE CHIEF BUILDING INSPECTOR TO ISSUE PERMIT OR PERMITS FOR THE CONSTRUCTION OF ANY BUILDING, STRUCTURE, PLANT OR OTHER THING UPON ANY PART OF THE LAND LYING WITHIN THE PROPOSED RIGHT-OF-WAY FOR THE NEW CHANNELS OF ALAZAN CREEK, MARTINEZ CREEK AND SAN PEDRO CREEK, AND APACHE CREEK

WHEREAS, the Corps of Engineers, United States Army, is now, and for some time past has been, engaged in the preparation of plans for re-locating parts of the channels of Alazan Creek, Martinez Creek and San Pedro Creek, within the limits of the City of San Antonio, under what is commonly known as "The San Antonio Flood Control Project"; and

WHEREAS, it is anticipated that within a few months after this date such plans will be so far developed that the acquisition of said right-of-way will become necessary by purchase of the same with public funds; and

WHEREAS, construction of improvements on properties lying within the proposed right-of-way areas within the City of San Antonio would entail needless cost and expense to the governmental agency charged with purchasing same; and

WHEREAS, said Corps of Engineers has prepared maps showing the location of the proposed rights-of-way for the construction of the new channels, as follows: For San Pedro Creek in 7 sections; for Alazan Creek in 7 sections; and for Martinez Creek in 7 sections; and for Apache Creek in 6 sections; and has caused copies of the same to be filed in the office of the City Engineer and the office of the Chief Building Inspector of the City of San Antonio, all of which copies are herein referred to and made a part hereof for all purposes; and

WHEREAS, it is desirable that construction of any kind upon any parts of the land contained within the areas of said proposed rights-of-way be prevented in the interest of the public welfare and conservation of public funds; NOW THEREFORE:

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

1. That the Chief Building Inspector is hereby forbidden to issue <sup>permit or</sup> permits for the construction of any building, structure, plant or other thing upon any part of parcel of land lying within the proposed rights-of-way for the new channels of the Alazan, Martinez, San Pedro and Apache Creeks indicated upon said maps, presently filed in the office of the City Engineer and the Chief Building Inspector as aforesaid included within the following New City Block, to-wit:

Lots

1, 18

New City Block

7177

✓  
Deny Permit  
Creeks

1, 11	7178
1, 7	7179
1, 4	7180
1, 2 and 3	7181
1, 3 and 4	7182
1, 2	7183
All	7184
8	7189
8, 21	7190
8, 9, 10, 19, 20 and 21	7191
9, 10, 11, 19, 20	7192
1, 2, 3, 4, 16, 17, 18, 19	7193

2. All laws and ordinances, and parts thereof, in conflict herewith are hereby repealed.

3. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage by a vote of at least six (6) members of the City Council, as made and provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,926

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF  
MOTOROLA COMMUNICATION AND ELECTRONICS TO FURNISH  
THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH  
CERTAIN TWO-WAY RADIO MOBILE UNITS FOR A TOTAL  
OF \$12,349.50

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

1. That the attached low qualified bid of Motorola Communications and Electronics dated December 26, 1957 to furnish the City of San Antonio Police Department with certain two-way radio units for a total of \$12,349.50 be, and the same is hereby accepted.

2. That the low qualified bid of Motorola Communications and Electronics is attached hereto and made a part thereof.

3. That payment be made from General Fund 1-01 Department of Police:

<u>Account</u>	<u>Amount</u>	
07-02-01	2,027.50	
07-03-01	405.50	
07-04-01	4,866.00	
07-04-01	811.00	
07-02-01	405.50	
07-04-01	3,834.00	\$ 12,349.50

4. That all other bids received are hereby rejected.

5. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,927

APPROPRIATING THE SUM OF \$117,250.00 FOR DEPOSIT  
WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS AS  
THE AWARD IN CONDEMNATION CAUSE NO. 50,069

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

1. That the sum of \$117,250.00 be and is hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955, Section "A" #478-01, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Strauder G. Nelson, and wife, Bob Nelson, said sum being the award of damaged to the owners in Condemnation Cause No. 50,069, City of San Antonio vs. Strauder G. Nelson et ux, Bob Nelson, in County Court at Law No. 3, of Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

ATTEST:  
J. Frank Gallagher  
City Clerk

J. Edwin Kuykendall  
Mayor

AN ORDINANCE 25,928 ✓ *Cauden*

AUTHORIZING AND DIRECTING THE CITY ATTORNEY OF THE CITY OF SAN ANTONIO TO APPEAL FROM THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE NO. 50069 CITY OF SAN ANTONIO VS. STRAUDER G. NELSON, ET UX, BOB NELSON

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

1. That the City Attorney of the City of San Antonio be and he is hereby authorized and directed to file objections to and appeal from the award of the Special Commissioners in the condemnation case of City of San Antonio vs. Strauder G. Nelson, et ux, Bob Nelson, No. 50069, pending in the County Court at Law No. 3, of Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 25,929 ✓ *Gowers* *Branch*

*Amended*  
*1-8-59*  
*ord # 27211*

MANIFESTING A FRANCHISE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE TOWN OF BALCONES HEIGHTS, TEXAS, TO MAINTAIN AND OPERATE A PUBLIC SEWER ON AND UNDER CERTAIN STREETS AND ALLEYS OF THE TOWN OF BALCONES HEIGHTS, TEXAS, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH FRANCHISE

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

1. This ordinance makes and manifests the acceptance by the City of San Antonio, of a franchise agreement to maintain and operate a Public Sewer on and under certain streets and alleys of the Town of Balcones Heights, Texas, according to the terms and conditions of that instrument which is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957,

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE

GRANTING TO THE CITY OF SAN ANTONIO A FRANCHISE TO MAINTAIN AND OPERATE A PUBLIC SEWER ON AND UNDER CERTAIN STREETS AND ALLEYS OF THE TOWN OF BALCONES HEIGHTS, TEXAS; AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH FRANCHISE

WHEREAS, the Town of Balcones Heights, Texas and surrounding area, is rapidly expanding and whereas unimproved land is being developed and improved and a hazard to the public health will be created unless as much of said area as possible is served by sanitary sewer lines; and

WHEREAS, certain areas of the City of San Antonio are subject to natural drainage into the Town of Balcones Heights and whereas certain areas of the City of San Antonio, as they develop, cause more than normal surface drainage into and through the Town of Balcones Heights, from newly developed streets, driveways, alleys and surface drainage from new improvements; and whereas the natural contours of the land in certain areas in the Town of Balcones Heights causes natural surface drainage from overflowing septic tanks and whereas the nature of the soil is such that the soil is unable to absorb the liquid overflow of the numerous septic tanks in existence or being installed and it is to the interest of both the City of San Antonio and the Town of Balcones Heights that sanitary sewer lines be established by the City of San Antonio, partly under the streets and public ways, and that a franchise be granted to the City of San Antonio to provide service to residents of both the City of San Antonio and the Town of Balcones Heights; and whereas it is the intention of the Town of Balcones Heights to release and assign to the City of San Antonio such rights as it has in the sewer lines now existing and to grant to it an easement in the public streets for the purpose of constructing, maintaining and servicing such sewer line, or lines, on the hereinafter described locations; NOW THEREFORE:

BE IT ORDAINED BY THE BOARD OF ALDERMEN AND THE TOWN COUNCIL OF THE TOWN OF BALCONES HEIGHTS, TEXAS, THAT:

1. The Town of Balcones Heights grants to the City of San Antonio a franchise to construct, reconstruct, and maintain sanitary sewer mains together with all necessary laterals to service the area of the Town of Balcones Heights, Texas, and it hereby assigns, and transfers, to the City of San Antonio the sewer easements heretofore granted or now in operation and use, subject to the right to make emergency connections as hereafter provided.

2. Such sewer shall be constructed and maintained in accordance with the specifications of the City of San Antonio, and such construction shall be in accordance with the ordinances of the Town of Balcones Heights and the requirements stated therein, including the obligation to properly cover and guard the excavations and permanently replace hard surface of streets in accordance with good engineering practices.

3. It is contemplated that the sewer lines are constructed, or shall be constructed in part on public property, or public ways, within the control of the Town of Balcones Heights, and on such private property or easements as may be hereafter acquired by the grantee herein.

4. This franchise is granted in consideration of the agreement of the City of San Antonio to permit connections to such sewer line within the Town of Balcones Heights from and after the time of completion of such sewer lines to be constructed hereunder, or being constructed hereunder, under bond issue program presently planned to service the area by the end of 1958, upon the following terms and conditions, and in order to take care of the health hazard as aforesaid:

(a) Application for any such connection shall be made to the building inspector of the Town of Balcones Heights and if such officer shall approve the same, to the officer designated by the City of San Antonio. Any such connection shall be made only upon approval of the same by the designated officer of the City of San Antonio and upon payment to the City of San Antonio of fees and charges herein provided to be fixed by the City Council of the City of San Antonio. Such application shall be approved by the designated officer of the City of San Antonio upon such payment, based upon a factual determination of the City Council of the City of San Antonio as to the number and place of connections which may be made in the Town of Balcones Heights without overloading such line, impairing its operation, preventing service to the area within the City of San Antonio which this line is designed to serve, or overloading the lines between the City of San Antonio sewage treatment plant and the place where this line connects therewith. It is further specifically agreed that pending the completion of the bond issue program presently planned to serve this area, the Town of Balcones Heights, acting through its Council, may grant emergency hook-on permits during the calendar year 1958, not exceeding fifteen (15) such emergency permits to remedy such emergency conditions as so designated by the Town of Balcones Heights, and that the City of San Antonio will permit this emergency service during the calendar year 1958 but not exceeding the limits as aforesaid subject however to the terms and conditions aforesaid.

(b) The City of San Antonio may charge a reasonable fee for filing applications for connections.

(c) The City of San Antonio may charge any person, association or corporation, owning or using the facilities connected to such sewer line such reasonable fee based upon the cost of transporting and treatment of sewage as the City of San Antonio shall fix by ordinance, and may, by ordinance, adjust such fee from time to time to changing costs, as charged to others similarly situated.

(d) Upon the failure of any person, association or corporation owning or using facilities connected to such sewer line, to pay the charges fixed by the City of San Antonio, the City of San Antonio is authorized to disconnect such facilities and discontinue the service thereto.

5. The franchise hereby granted shall become effective upon the adoption by the City Council of the City of San Antonio of an ordinance accepting this franchise, fixing the reasonable fees to be charged hereunder, and otherwise providing for the operation of such sewer line according to the terms of this franchise. This franchise shall remain in effect for so long as the City of San Antonio shall construct, reconstruct and maintain the sewer line herein provided for in accordance with the terms and provisions hereof, but for a maximum term of fifty (50) years from its effective date and thereafter until such time as the Town of Balcones Heights shall give notice to the City of San Antonio in writing of the expiration of such franchise. The City of San Antonio may continue to exercise such franchise for a period of six (6) months after notice is given as provided herein.

6. Provided, however, that the easement herein granted shall not preclude the Township of Balcones Heights, Texas from Granting other and additional rights on and across the same property not inconsistent with the rights herein granted for the construction, operation and maintenance of said sewer lines.

7. PASSED AND APPROVED this 9th day of December, A. D. 1957.

/s/ Franklin S. Gaskins  
Mayor

ATTEST:  
/s/ Henry J. Hannasche  
Secretary

## A RESOLUTION

EXPRESSING APPRECIATION TO ALL NEWS MEDIA OF  
SAN ANTONIO FOR THEIR FAIR AND COMPLETE REPORTING  
OF MUNICIPAL AFFAIRS

WHEREAS, fair and complete public reporting is essential to the progress of our community; and

WHEREAS, the dissemination of public information is vital to an enlightened citizenry, and

WHEREAS, the news media in fulfilling their basic function create a broader understanding of the operations of the City of San Antonio; and

WHEREAS, the news media have assisted the City of San Antonio in developing a program for the overall improvement of our community; NOW THEREFORE:

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

1. The City Council and Administrative staff hereby express sincere appreciation to all news media for the fair and complete coverage of municipal affairs, and commend them for their service to our community and its citizens.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## A RESOLUTION

APPOINTING MIKE PASSUR AS MAYOR PRO-TEM  
OF THE CITY OF SAN ANTONIO

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

1. Pursuant to the provisions of Section 9, Paragraph 2 of the City Charter, Mike Passur is hereby designated as Mayor Pro-tem to perform the duties of the Mayor during the absence or disability of the Mayor.

2. PASSED AND APPROVED this 30th day of December, A. D. 1957.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 25,930

APPOINTING THEO W. PINSON, JR., AS A MEMBER  
OF THE CITY COUNCIL

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

1. Pursuant to the provisions of Section 8 of the City Charter, Theo W. Pinson, Jr. is hereby appointed a member of the City Council to fill the vacancy created by the resignation of John Daniels.

2. PASSED AND APPROVED this 9th day of January A. D. 1958.

J. Edwin Kuykendall  
Mayor

ATTEST:  
J. Frank Gallagher  
City Clerk