

c. Thirty (30) days after the expiration of each quarter, CONCESSIONAIRE shall file with the CITY a statement of the gross receipts for the quarter and for the year to date, reflecting the following computations:

- (1) Total percentage commission for total year, to date, on gross receipts being 8% on sales to \$50,000.00 and 10% on sales over \$50,000.00.
- (2) Total monthly payments and quarter payments to date.
- (3) Difference between total computed percentage commissions and total payments to date.

In those quarters where the total percentage commissions payable exceed the total payments, as set forth above, a certified check, payable to the CITY OF SAN ANTONIO shall accompany such statement of gross receipts filed with the CITY in the amount of said excess.

10. The term "gross receipts" is hereby defined as follows: The amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, regardless of when or whether paid for or not. This shall include the receipts from the sales of all refreshments, equipment, revenue from golf lessons, and any and all other revenue deriving to the CONCESSIONAIRE from the use of the premises prior to the deduction of any expenses whatsoever.

11. The CONCESSIONAIRE will furnish itemized statements of operation to reflect all gross receipts, when deemed appropriate, and in the form prescribed by the Director of Finance, with copies of such itemized statements to be furnished to the Director of Finance and the Director of Parks and Recreation. Further, the CONCESSIONAIRE will maintain prescribed records and accounts to permit verification of itemized statements by the Director of Finance or his representative. Further, the Director of Finance or his representative shall be authorized to inspect any financial records maintained by the CONCESSIONAIRE, at any reasonable time.

12. In the operation of the concession herein granted, the CONCESSIONAIRE covenants and binds himself that he will pay all Federal, State, and local taxes, including Personal Property taxes levied by the City of San Antonio, license fees and occupation taxes incident to the concession operations, and to indemnify and save the CITY harmless from demand, claim, or liability therefore; and that the CONCESSIONAIRE will observe and comply with all Federal and State laws, and with all ordinances of the CITY. Further, the CONCESSIONAIRE will pay all charges for utility services which may be provided for the concession.

13. The failure to render and pay personal property taxes when due to the City of San Antonio will be grounds for cancelling this agreement.

14. It is expressly understood that all improvements, fixtures, or buildings which are now, or become, attached to the area specified in this agreement, are property of the CITY. Further, no improvements, alterations, or construction shall be effected without specific permission from the Director of Parks and Recreation.

15. It is expressly understood that the premises described herein shall be available for polo matches, not to exceed one polo match period per week. During polo matches the Golf Driving Range shall be closed; however, the miniature Golf Course located adjacent to and parallel to Mulberry Avenue may remain open.

16. The CONCESSIONAIRE may sell beer on the premises, provided no beer is sold on that portion of the premises which is within the area specifically known as Brackenridge Park. Further, the CONCESSIONAIRE will furnish and erect necessary signs to indicate where Brackenridge Park property crosses the premises, and to indicate that beer may not be consumed within the specific area of Brackenridge Park.

17. CONCESSIONAIRE agrees that he will hold harmless and indemnify the CITY from and against any and all losses, liabilities, claims, suits, debts and demands of any kind and nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts or any claims whatsoever growing out of the use of the premises herein demised, during the term of this agreement; CONCESSIONAIRE further agrees to keep in force at all times, a liability insurance policy, naming the CITY as co-insured in the following minimum amounts:

\$50,000.00 per person
 \$1,000,000.00 per accident
 \$10,000.00 property damage

Certificates of insurance will be filed by CONCESSIONAIRE with the indicated limits concurrently with the execution of this contract.

18. In case of default in any of the covenants, conditions, or limitations in this contract, the CITY may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and it, its agents, or attorney shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agents or attorney may resume possession of the premises and relet the same for the remainder of the terms at the best rent

they can obtain, for account of the CONCESSIONAIRE, who shall make good any deficiency, and the CITY shall have a lien as security for the rent aforesaid upon all goods, wares, chattels, implements, fixtures, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

19. CONCESSIONAIRE shall not sell, assign, or sub-lease this contract without the written consent of the CITY.

20. Should the CONCESSIONAIRE at any time be in default in payment of any monies provided by this contract, or be in default in any other obligation or agreement herein contained, and shall fail to cure and remedy such default within ten days after written notice by the CITY to him of the fact of the CITY'S intention to so do, the CITY may, at its option, at the expiration of such ten days, cancel this agreement; and all of the CONCESSIONAIRE'S rights hereunder shall thereupon cease and be of no further force or effect. Any written notice required or provided by the terms of this agreement to be given to CONCESSIONAIRE, or which the CITY may deem it proper to give to CONCESSIONAIRE at his usual mailing address in San Antonio, Texas, and shall be presumed to have been received by him upon the next business day following the day of its deposit in the mail. Nothing herein contained, however, shall prevent the giving of actual notice in any other lawful manner.

21. No officer or employee of the CITY shall have any authority to waive or alter any of the covenants and/or conditions of this contract; and the terms therein shall only be changed or waived by Ordinances duly enacted by the City Council of San Antonio.

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

23. EXECUTED this 3rd day of October, 1960.

H. H. WEBB, CONCESSIONAIRE

CITY OF SAN ANTONIO

BY: CHARLES F. BISSETT
Chief Administrative Assistant to
the City Manager

ATTEST:

J. FRANK GALLAGHER
City Clerk

AN ORDINANCE 29, 016

AMENDING THE MAJOR THOROUGHFARE PLAN TO INCLUDE DEDICATION STANDARDS FOR PRIMARY AND SECONDARY STREETS; AND AMENDING CHAPTER 36 OF THE CITY CODE, WHICH CONSTITUTES THE "CITY OF SAN ANTONIO PLANNING AREA SUB-DIVISION REGULATIONS" TO AMEND A DEFINITION AND ESTABLISH BUILDING SETBACK LINES FOR MAJOR THOROUGHFARES.

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

1. The Major Thoroughfare Plan of the City of San Antonio is hereby amended to indicate dedication standards which will be required in all subdivisions encompassing a primary or secondary street.

2. The Major Thoroughfare Plan is attached hereto and made a part hereof and as amended by Paragraph 1 above is hereby adopted.

3. Sec. 36-2 (9) of the City Code "Definitions" is hereby amended to read as follows:

(9) Major Thoroughfare Plan. The "Major Thoroughfare Plan" is that part of the Master Plan showing the location and dimensions of primary and secondary thoroughfares and shall include the dedication requirements on all said thoroughfares.

4. Sec. 36-10 (I) is hereby amended to read as follows:

*Original Plan
1/24/57 - Ord 24304
BK 108 - Page 484*

*Amended 6-12-63
Ord 31437*



Sec. 36-10 (I) Major Streets

1. Where a subdivision embraces a primary or secondary street, as shown on the Major Thoroughfare Plan, such primary or secondary shall be platted in the location and of the width indicated by the dedication requirements of the Major Thoroughfare Plan.

2. Building Setback Lines.

Where a subdivision embraces a primary or secondary street as shown on the Major Thoroughfare Plan, the subdivider shall provide building setback lines corresponding to the full width of right-of-way indicated for the major street by the Major Thoroughfare Plan. This building setback requirement shall be in addition to the dedication requirements of the Major Thoroughfare Plan and also in addition to the setback requirements of Chapter 42 of the City Code.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 017

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow property, to-wit: (Case No. 1321) The rezoning and reclassification of property from "D" Apartment District to "E" Office District as follows: Lot 13, NCB 1707

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 6th day of October, A.D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 018

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (Case No. 1290) The rezoning and reclassification of property

from "B" Residence District to "JJ" Commercial District as follows: Lot 16, Blk. 8, NCB 10943

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 6th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 019

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. 1323) The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lots 8 thru 14, inc., NCB 10945.

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 6th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29, 020

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. 1341) The rezoning and reclassification of property from "A" Residence District to "JJ" Commercial District as follows: Lot 143, NCB 11178.

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 to the public for inspection.

4. PASSED AND APPROVED this 6th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 021

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. 1344) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lots 1 and 2, NCB 12059.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as make 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 6th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 022

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 rezoning of the hereinbelow designated property, to-wit: (Case No. 1359) The rezoning and reclassification of property from "A" Residence District to "LL" Manufacturing District as follows: Lot 42, Blk. 3, NCB 8675.

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 6th day of October, A.D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 023

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. 1368) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 47, Blk. 11, NCB 3112.

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 6th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 024

AMENDING NECESSITY ORDINANCE NO. 28795 TO DELETE CERTAIN PARCELS NOT NEEDED BY THE CITY.

* * * * *

WHEREAS, an engineering study has indicated that the desired drainage can be acquired on Project 56 without the acquisition by the City of the triangular parcel in Lot 12, New City Block 7578 and the trapezoidal parcel in Lot 13, New City Block 7578; and,

WHEREAS, the Legal Department has ceased its efforts to acquire the above mentioned parcels; NOW, THEREFORE:

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

1. Ordinance No. 28795, passed August 11, 1960, is hereby amended to delete from those parcels, for which there is a public necessity to acquire, the triangular parcel in Lot 12, New City Block 7578 and the trapezoidal portion through Lot 13, New City Block 7578. These changes are reflected by the accompanying revised map, filed in the office of the City Clerk, which map indicates all of the property to be acquired for Storm Drainage Project No. 56 and hereby replaces the map provided by the aforementioned ordinance in all things.

2. PASSED AND APPROVED this 6th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

- - -
AN ORDINANCE 29, 025 ✓

AUTHORIZING THE PAYMENT OF THE SUM OF \$2,448.23 OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CONSTRUCTED SANITARY SEWERS.

* * * * *

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

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

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

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

1. The following amounts are hereby authorized to be paid out of Sewer Rental Pledged Fund #204, payable to thenamed parties in full and final settlement of all rights and claims the following named parties are asserting, to collect fees for connections made to particular privately constructed sanitary sewer lines:

a. \$2,070.72 payable to Harlandale Independent School District of 300 W. Huff Street, San Antonio, Texas.

b. \$200.00 payable to Mrs. Jennie Civileto of 226 Florida Street, San Antonio, Texas.

c. \$177.51 payable to Marybeth J. Saegert of 4014 Willowbrook, San Antonio, Texas.

2. The settlement agreements signed by the above-mentioned parties are incorporated herein and made a part hereof by reference and are hereby accepted.

3. PASSED AND APPROVED this 6th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

- - -
AN ORDINANCE 29,026

EXTENDING THE PERIOD OF INJURY LEAVE OF FIREMAN FRED P. MONTEZ FOR SIX MONTHS FROM SEPTEMBER 19, 1960, TO MARCH 18, 1961.

* * * * *

WHEREAS, Fireman Fred P. Montez was seriously injured when he was thrown from the rear platform of a fire apparatus while responding to a regular alarm; and,

WHEREAS, Mr. Montez has undergone surgery on several occasions and it appears that additional surgery will be required; and,

WHEREAS, Fire Chief Milton Rogers and Personnel Director, Clyde C. McCullough, Jr., recommended an extension of Fireman Montez's injury leave for a period of six months; NOW, THEREFORE:

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

1. Injury leave of Fireman Fred P. Montez with full pay is hereby extended for six months from September 19, 1960, to March 18, 1961, in accordance with the provisions of the Fire and Police Civil Service Law.

2. PASSED AND APPROVED this 6th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 027 ✓

ACCEPTING THE LOW BID OF H. B. ZACHRY COMPANY IN THE AMOUNT OF \$84,640.00 FOR THE McCULLOUGH AVENUE PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$84,640.00 AND \$5,000.00 OUT OF NO. 479-10 STREET IMPROVEMENT BOND FUND, PAYABLE TO H. B. ZACHRY COMPANY FOR THE WORK OF THE CONTRACT AND A CONSTRUCTION CONTINGENCY ACCOUNT RESPECTIVELY; AND ALSO APPROPRIATING \$2,815.89 OUT OF SAID SAME FUND, PAYABLE TO BERETTA, GREENSLADE & ASSOCIATES, INC., AND \$1,000.00 AS A MISCELLANEOUS CONTINGENCY ACCOUNT ON SAID PROJECT.

* * * * *

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

1. The low bid of H. B. Zachry Company in the amount of \$84,640.00 for the McCullough Avenue Paving Project, (consisting of the widening of McCullough Avenue from Cypress Street to French Place to a width of 42 feet and the resurfacing of McCullough Avenue from West French Place to Norwood Court) is hereby accepted.

2. The City Manager is hereby authorized to execute the Standard City Construction Contract with H. B. Zachry Company for the work of the project outlined in Paragraph 1 above.

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

4. The following appropriations are hereby made out of No. 479-10 Street Improvement Bond Fund in connection with the project mentioned in Paragraph 1 above:

- a. \$84,640.00 payable to H.B. Zachry Company.
- b. \$5,000.00 payable to H.B. Zachry Company as a construction contingency account.
- c. \$2,815.89 payable to Beretta, Greenslade & Associates, Inc., for engineering services.
- d. \$1,000.00 to be used as a Miscellaneous Contingency Account.

5. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 028 A ✓

MANIFESTING A CONTRACT WITH JAMES W. BUCH
FOR USE OF A TRACT OF LAND AS A CITY
GARBAGE DUMP.

* * * * *

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

This Ordinance makes and manifests a contract between the City of San Antonio and James W. Buch as follows:

1. James W. Buch hereby contracts with the City of San Antonio that the City may conduct dumping operations on this property on Pinn Road described as follows: Being a triangular tract approximately 20 acres out of a 131.19 acre tract out of the N. McComby East 1/2 of Div. 49, County Block 4021. Bounded on the North by Commerce Street; bounded on the East by Pinn Road and bounded on the South by Leon Creek.
2. The terms of this lease shall be on amonth to month basis effective upon execution thereof and can be terminated by either party upon thirty (30) days prior written notice.
3. The consideration for this lease shall be the mutual benefits received by both parties.
4. The premises shall beused by City for a sanitary fill or garbage and refuse dump. The City agrees to cover said refuse with earth whenever it may cease operations.
5. The City will repair any damage done to an existing water well located on said tract.
6. It is understood that this agreement is made subject to salvage rights of the City of San Antonio or its assigns.
7. PASSED and APPROVED this the 13th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

THE STATE OF TEXAS §
COUNTY OF BEXAR §
CITY OF SAN ANTONIO §

Ordinance # 29028

On this, the *13th* day of *October* the City Council of the City of San Antonio, Bexar County, Texas, convened at a *regular* meeting at the regular meeting place in the City Hall in San Antonio, Texas, at *8:30* o'clock *A* M, at which meeting the following members were present, to-wit:

- Kuykendall*
- Passus*
- Simpson*
- Olivares*
- McAllister*
- De La Barga*

There being a quorum present, among other proceedings had by the City Council were the following:

The Mayor introduced a proposed ordinance which was read in full by the City Clerk, and after full and careful consideration and discussion of the same, Councilman *Passur* moved that the ordinance be finally passed and enacted, which motion was seconded by Councilman *Le Simpson* and thereupon, the question being called for, the motion was carried by the following vote:

AYES: *Kuykendall, Passur, Simpson, Olivares, McAllister, De la Haza*

NOES: *None*

Absent: Dietert, McAlister, Johnson

The Mayor approved said ordinance and announced that said ordinance was enacted. The ordinance as passed, enacted and approved is as follows:

AN ORDINANCE 29028 ✓

ACCEPTING THE STREET IMPROVEMENTS TO CERTAIN STREETS AND AVENUES OR PORTIONS THEREOF IN SAN ANTONIO PAVING PROJECT "C" HEREIN DESCRIBED AND WITHIN THE LIMITS HEREIN DEFINED AS HAVING BEEN COMPLETED UNDER THE TERMS OF THE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND HARRIS ENGINEERING & CONSTRUCTION, INC., DATED NOVEMBER 26, 1958; APPROVING THE CERTIFICATE OF COMPLETION AND THE FINAL STATEMENT OF THE CITY ENGINEER AS TO THE IMPROVEMENT UNITS IN WHICH SUCH IMPROVEMENTS HAVE BEEN COMPLETED; PROVIDING THAT ASSIGNABLE CERTIFICATES OF SPECIAL ASSESSMENT SHALL BE ISSUED TO FIRST OF TEXAS CORPORATION, ASSIGNEE OF CONTRACTOR; PROVIDING THAT SUCH ASSESSMENT CERTIFICATES SHALL BE DATED AS OF THE DATE OF THIS ORDINANCE; SETTING OUT CERTAIN PROVISIONS TO BE CONTAINED IN SUCH CERTIFICATES OF SPECIAL ASSESSMENT, THE TIME AND MANNER OF PAYMENT, THE MANNER IN WHICH SUCH CERTIFICATES SHALL BE NUMBERED, THE NAMES OF THE PROPERTY OWNERS, THE DESCRIPTIONS OF THEIR PROPERTIES TO BE SHOWN THEREON AND THE PRINCIPAL AMOUNT OF SAID CERTIFICATES; MAKING PROVISIONS RELATING TO THE PAYMENT OF CERTAIN MONIES IN CONNECTION WITH THE COMPLETION OF THE IMPROVEMENTS IN THE UNITS WHICH ARE HEREBY ACCEPTED; AMENDING AN ORDINANCE PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO ON JANUARY 8, 1959, LEVYING ASSESSMENTS FOR CERTAIN STREET IMPROVEMENTS CONSTRUCTED IN THE IMPROVEMENT UNITS HEREIN DESCRIBED IN ORDER TO CORRECT CERTAIN ERRORS THEREIN CONTAINED; RATIFYING SUCH ORDINANCE OF JANUARY 8, 1959, AS AMENDED HEREIN AND AS HERETOFORE AMENDED BY ORDINANCES PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO ON JULY 14, 1960 AND JULY 28, 1960; PROVIDING THAT THE INVALIDITY OF ANY PART HEREOF SHALL NOT INVALIDATE THE OTHER; ABANDONING THE STREET IMPROVEMENTS TO CERTAIN PORTIONS OF UNIT C-4; MAKING OTHER FINDINGS AND ADOPTING OTHER PROVISIONS PERTINENT TO THE SUBJECT; DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE AND APPROVAL.

WHEREAS, by ordinance duly passed, adopted and enacted on October 16, 1958, the City Council of the City of San Antonio, Texas, ordered the improvement in the manner therein designated of certain streets and avenues or portions thereof of said City, dividing said streets and avenues or portions thereof to be improved into separate and distinct improvement units, and in such ordinance invoked the powers of and the procedure provided by and adopted the provisions of Chapter 106 of the Acts of the First Called Session of the 40th Legislature of the State of Texas, as amended, which is known as Article 1105b, Vernon's Revised Civil Statutes of Texas; and

WHEREAS, notice of the enactment of said ordinance of October 16, 1958, signed in the name of the City of San Antonio by its City Clerk, identifying or designating the streets and avenues or portions thereof to be so improved, as ordered by said ordinance, was filed with the County Clerk of Bexar County, Texas, on the 27th day of October, 1958, and recorded in the Deed of Trust Records of said County in Volume 4214, page 243 et seq.; and

WHEREAS, by ordinance duly passed, adopted and enacted on December 18, 1958, the City Council of the City of San Antonio amended Paragraph 1 of said ordinance of October 16, 1958, so as to redefine and redelineate certain improvement units; and

WHEREAS, notice of the enactment of said amendatory ordinance of December 18, 1958, signed in the name of the City of San Antonio by its City Clerk, was filed with the County Clerk of Bexar County, Texas, on the 2nd day of January, 1959, and re-filed on the 17th day of February, 1959, and recorded in Volume-4258, page 416, et seq, of the Deed of Trust Records of said County; and

WHEREAS, by ordinance duly passed and enacted by the City Council of said City on the 23rd day of October, 1958, the plans, specifications and contractual documents submitted by the City Engineer were approved, and the City Clerk was ordered to advertise for bids for the construction of such improvements; and

WHEREAS, after due advertisement, by ordinance duly passed and enacted by the City Council on the 26th day of November, 1958, the bid of Harris Engineering & Construction, Inc., on its Alternative No. 2 Proposal was accepted; and

WHEREAS, a contract dated November 26, 1958, was duly entered into between Harris Engineering & Construction, Inc., and the City of San Antonio for the construction of such street improvements in accordance with the plans and specifications; and

WHEREAS, on the 9th day of December, 1958, a contract was entered into between the City, acting by and through its duly authorized City Manager, and First of Texas Corporation, under the terms of which First of Texas Corporation was employed to act as Fiscal Agent for the City in connection with the construction of the improvements and the levying of the assessments; and

WHEREAS, the City Engineer prepared a written statement, report and estimate of the cost of the improvements to be made in the units hereinafter listed, which statement, report and estimate was approved and adopted by ordinance duly passed and approved by the City Council on the 18th day of December, 1958; and

WHEREAS, by said ordinance of December 18, 1958, the City Council ratified the actions of the City Manager in executing the aforesaid contracts with Harris Engineering & Construction, Inc., and First of Texas Corporation, and the City Clerk in attesting the same, and the said contracts were ratified, approved, confirmed and adopted as the act and contracts of the City of San Antonio, Texas, and the 100% Performance Bond submitted by Harris Engineering & Construction, Inc., was approved and accepted; and

WHEREAS, by ordinance dated the 26th day of November, 1958, the City Council of the City of San Antonio appropriated the sum of \$251,841.76 for satisfying the maximum amounts which it estimated would become due to Harris Engineering & Construction, Inc., and First of Texas Corporation under their respective contracts, out of the City's share of the cost of such improvements; and

WHEREAS, by ordinance duly passed and approved by the City Council on January 8, 1959, after due notice and hearing as required by law, said City Council levied assessments for such street improvements against the properties abutting on certain streets and avenues

or portions thereof of the City of San Antonio, Texas, within the limits therein defined, and against the owners thereof, including the properties hereinafter listed and the owners hereinafter named, and the true owners of said properties, whether hereinafter correctly named or not; and levied a special tax against each railway hereinafter named, and against its roadbed, ties, rails, fixtures, rights and franchises, for the cost of the improvements in the area between and under its rails, tracks, double tracks, turnouts and switches and two feet on each side thereof, in each such improvement unit therein defined; and

WHEREAS, Harris Engineering & Construction, Inc., entered into the performance of the aforementioned contract but found itself unable to complete said contract as the result of lack of funds and advised the City Council to such effect; and

WHEREAS, the City, under the terms of the aforementioned contract, had the right to take possession of said work and to complete the same in any manner that it deemed proper or to order said work completed and to charge all of such costs of completion to said contractor, and in case such costs and expenses of completion were less than the amount which would have been payable under said contract if the same had been completed, to forfeit all rights which the contractor may have had to such differences; and

WHEREAS, The Aetna Casualty and Surety Company, the surety on the bond of the contractor, under the terms of its agreement with the contractor, had the right to take possession of the work under said contract and to complete the same; and

WHEREAS, Walter Steves, a resident of the City of San Antonio, Texas, executed an indemnity agreement dated November 26, 1958, agreeing to indemnify The Aetna Casualty and Surety Company against loss on such bond to the extent of \$50,000.00, a copy of which indemnity agreement was filed with the Director of Public Works of the City of San Antonio; and

WHEREAS, The Aetna Casualty and Surety Company filed with the Director of Public Works an instrument consenting to the exercise by said Walter Steves of the rights of said surety to take possession of said work and to complete same, including the right to sublet such contract; and

WHEREAS, Harris Engineering & Construction, Inc., has executed and delivered to Walter Steves an assignment assigning to said Walter Steves the aforementioned contract and all of its rights, title and interest therein, and all of its rights, title and interest in and to any monies and other consideration to become due and payable to it under the terms of any such contract, including all rights which it may have had in the assessments theretofore levied by the City and all rights which it may have had to receive the certificates of special assessment issued to evidence such assessments upon the completion of the improvements; and

WHEREAS, the City Council of the City of San Antonio by ordinance passed and approved on the 14th day of January, 1960, consented to the assignment by Harris Engineering & Construction, Inc., of said contract and of all its rights, title and interest therein to Walter Steves; and

WHEREAS, such improvements to the hereinafter described streets and avenues or portions thereof in the hereinafter listed improvement units have been duly completed in accordance with the terms of the contract between the City of San Antonio and Harris Engineering & Construction, Inc., dated November 26, 1958; and

WHEREAS, the City Engineer has issued his certificate of completion as to such units of improvement; and

WHEREAS, the City Engineer has made final measurements and has prepared and furnished his final statement of the value of all street improvements so completed in the hereinafter listed improvement units, which has been approved by the City Manager and the Director of Finance; and

WHEREAS, it now appears that the street improvements to the streets and avenues or portions thereof to be improved in the following listed improvement units have been fully completed in accordance with the terms of the aforementioned contract, to wit: Units C-9, C-11, C-13, C-16, C-25, C-27, C-29, C-33, C-38, C-44, C-51, C-54, C-57b and that portion of C-4 from the SPL of Coleman Street to the NPL of Carson Street; and

WHEREAS, it further appears that said Walter Steves has executed an assignment of all of his rights, title and interest in the obligations created by the assessments levied against the properties abutting the streets or avenues situated within the above described units of improvement, and against the owners of such properties, and in the special taxes levied against each railway using, occupying or crossing any of such streets and avenues or portions thereof situated within the above described units of improvement, and against its roadbed, ties, rails, fixtures, rights and franchises, for improvements in the area between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof, to First of Texas Corporation, and has authorized the City of San Antonio to issue assignable certificates of special assessment evidencing the assessments and/or taxes levied against such properties and the owners thereof; and

WHEREAS, it appears that in certain instances the owners of abutting properties have paid in full the assessments levied against them and their properties situated in the above referred to improvement units and that the assessments against such owners and against their properties should be cancelled; and

WHEREAS, it further appears that due to mistakes in said ordinance of January 8, 1959, in certain instances an incorrect amount was assessed, and in certain other instances it has been discovered that the correct owner of a piece of abutting property was not named in the assessment ordinance and that in certain other instances, errors were made in the description of the property being assessed and/or taxed, all as hereinafter set out;

WHEREAS, the City Council, in accordance with the rights reserved by it has now determined to abandon the improvements to a certain portion of Unit C-4; NOW THEREFORE,

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

1 The certificate of completion issued by the City Engineer covering the following listed improvement units is hereby adopted, and the street improvements on the streets and avenues or portions thereof situated in such improvement units are hereby accepted by the City Council of the City of San Antonio, Texas, and by the City of San Antonio, Texas, as completed under the terms, provisions and stipulations contained in the contractual documents entered into between the City of San Antonio and the Contractor, dated November 26, 1958, and all decisions of the City Engineer in charge of the construction of the improvements in said improvement units are hereby ratified, and all changes in the plans and methods; of making such improvements which have been approved by the City Engineer are also ratified, it being hereby determined that no changes have been made since the date of the giving of the statutory notice of the property owners' hearing which substantially affect the nature or the quality of the improvements; said improvement units above referred to being as follows, to wit:

UNIT	STREET OR AVENUE	FROM	TO
Part of			
C-4	Ash	SPL of Coleman	NPL of Carson
C-9	Center	EPL of Palmetto	WPL of New Braunfels
C-11	Cherry	SPL of Sherman	SPL of Milam
C-13	Dakota	EPL of New Braunfels	WPL of Vargas
C-16	Delmar	EPL of Nopal	WPL of Gevers
C-25	Lamar	WPL of Gevers	EPL of Lockhard
C-27	Lasses	WPL of Crawford	WPL of Cooke Court
C-29	E.Magnolia	EPL of N. St. Mary's	A point 6' E of EPL of Lot 6, NCB 6391 & a point 16' E of WPL of Lot 11, NCB 6461
C-33	Milam	EPL of Cherry	WPL of Mesquite
C-38	Nevada	EPL of New Braunfels	WPL of Gevers
C-44	Paso Hondo	WPL of Walters	EPL of Gevers
C-51	Sherman	EPL of Cherry	West to RR Tracks
C-54	Sweet	WPL of South Main	EPL of South Flores
C-57b	Walters	NPLs Nevada Street & Lot 15, NCB 1518	NPL of Nebraska

2 Paragraph 3 of the aforementioned ordinance of the City of San Antonio, passed and adopted by the City Council on the 8th day of January, 1959, is amended so as to delete therefrom the following described properties in the following improvement units for the reason that the assessments against such properties and the owners thereof have been paid in full, and such assessments are hereby cancelled:

UNIT	PROPERTY OWNER	NCB	BLOCK	LOT	FRONTAGE	TOTAL ASSESSMENT
C-9	James B. Broadnak	6210	-	S50' of 10 & all of 11	50'	\$ 132.50
C-11	Chaparral & Lawrence Corp.	505	-	S175.3' of 1-5, incl.	175.3'	\$289.25
C-13	H. A. Fitzsimons	1496	-	A-10	47.7'	126.41
C-13	J. L. Taylor	1507	-	E30' of W100' of 1	30'	79.50
C-16	Martha Luckie	1603	-	30	25'	66.25
C-16	Martha Luckie	1603	-	31	25'	66.25
C-16	Martha Luckie	1603	-	32	25'	66.25
C-16	Ernest Hilbig	1603	-	35	25'	66.25
C-16	Ernest Hilbig	1603	-	36	25'	66.25
C-16	W. C. Jones	1603	-	37	25'	66.25
C-16	W. C. Jones	1603	-	38	25'	66.25
C-16	Bertha Nentwich	1603	-	39	25'	66.25
C-16	Bertha Nentwich	1603	-	40	25'	66.25
C-16	O. C. Coppage	1603	-	41	25'	66.25
C-16	Albert Hartman	1603	-	42 & W12.5' of 43	37.5'	99.38
C-16	Theo R. Williams	1603	-	44 & E12.5' of 43 & W5' of 45	42.5'	112.63

C-16	Louie H. McGee	1603	-	46&E20' of 45	45'	119.25
C-16	Louie H. McGee	1603	-	47	25'	66.25
C-16	Louie H. McGee	1603	-	48	25'	66.25
C-16	Ben L. Ploch	1612	-	7	25'	66.25
C-16	Ben L. Ploch	1612	-	8	25'	66.25
C-25	Harold Winn	1312	-	6	41'	108.65
C-38	Juan Bustamanta	1508	2	E83.6' of 7	83.6'	221.54
C-44	Arthur Henderson	1422	4	10	51.06'	135.31

3 Because of the fact that the names of the owners have been determined to be incorrectly recited as to some of the properties, and because in other instances the properties assessed were incorrectly described in Paragraph 3 of the aforementioned ordinance of the City of San Antonio, passed and adopted by the City Council on

January 8, 1959, and in other instances the assessments as originally made should be reduced to reflect credits for existing curb and gutter properly applicable under the prior proceedings of the City Council, said Paragraph 3 is hereby amended so as to correctly reflect the true and correct names of the owners of the hereinafter described properties, as shown below, and so as to correctly describe, as shown below, the hereinafter described properties and so as to reflect such credits, and such ordinance shall hereafter read as follows in those cases in which corrections are made as to the properties and/or the owners thereof listed under the improvement units below instead of as such owners' names appear and such properties are described and such amounts are shown in Paragraph 3 of the aforementioned ordinance of January 8, 1959:

UNIT	PROPERTY OWNER	NCB	BLOCK	LOT	FRONTAGE	TOTAL ASSESSMENT
C-4	Bonifacio Hernandez	1163	-	S50' of 17	50'	\$ 132.50
C-9	Estate of Feliz Coy, Deceased	6205	-	18 & 19	56'	148.40
C-9	Antonio E. Ojeda	6208	-	18 & 19	51'	135.15
C-9	J. Raymond Cesar	6208	-	33 & 34	50'	132.50
C-9	Mrs. A. F. Bemiss	6210	-	15 & 16	50'	132.50
C-9	Tony Flores	6210	-	W70.8' of 28	70.8'	187.62
C-9	Tony Flores	6210	-	E50' of 28	50'	132.50
C-9	Estate of Eusebia L. Rodriguez, dec'd.	6211	-	7, 8 & 9	75'	198.76
C-9	Addie L. Jones	6211	-	6	25'	66.25
C-9	Eulalia Clair	6211	-	E12.5' of 4 & All of 5	37.5'	99.38
C-9	Estate of Rudolph Deulm, deceased	6211	-	10	45'	119.25
C-9	Carrie Baylor	6206	-	N46.66' of 13 & All of 14	56'	148.40
C-9	Rosa Apolinar	6206	-	W 25' of 8	25'	66.25
C-11	T & NO RR. Co.	504	-	All of NCB 504	310'	821.50
C-13	Estate of E. M. Brown, deceased	1494	-	7	152.05'	250.88
C-13	Leroy Welch	1496	-	8	61.36'	162.60
C-13	Lillie Butterworth	1496	-	A-1	104.35'	276.53
C-13	Emily Bowles	1507	-	W70' of 1	70'	115.50
C-13	Corinth Baptist Church	1508	-	1	50.68'	83.62

UNIT	PROPERTY OWNER	NCB	BLOCK	LOT	FRONTAGE	TOTAL ASSESSMENT
C-16	Flossie J. Schwab	1603	-	27, 28 & 29	75'	\$ 198.75
C-16	R. D. Cobb, et al	1603	-	52&E20'of51	45'	119.25
C-16	Mrs. Rebecca C. Coates	1612	-	1,2&3	75'	198.75
C-16	Walter Sutherland, Jr.	1612	-	13&14	50'	132.50
C-16	Laura M. Fulmer	1612	-	17&18	50'	132.50
C-16	Santiago Guerra	1612	-	21&22	50'	132.50
C-16	Mary P. Parker	1612	-	25&26	50'	132.50
C-25	Henderson Gloss	1312	-	1	43'	113.95
C-25	Harold Glosson	1312	-	2	41'	108.65
C-25	Estate of John Lawrence, deceased	1312	-	4	41'	108.65
C-25	Trinidad B. Gomez	1312	-	5	41'	108.65
C-25	Estate of John Lawrence, deceased	1312	-	9	41'	108.65
C-25	Estate of John Lawrence, deceased	1312	-	10	43'	113.95
C-25	J. O. Aycock	2862	-	11	32.5'	86.13
C-25	J. O. Aycock	2862	-	12	32.5'	86.13
C-25	W. J. McNeal	2862	-	13	32.5'	86.13
C-25	W. J. McNeal	2862	-	14	32.5'	86.13
C-27	C. N. Calloway	9810	-	14	80.18'	132.30
C-27	Bernie C. Case	9810	-	19	60'	99.00
C-27	John Wiatrek	9810	-	20	60'	99.00
C-27	Leo L. Lang	9810	-	21	60'	99.00
C-27	W. T. Wright, Jr.	9810	-	22	60'	99.00
C-27	Lorenzo R. Alvarez	9810	-	23	60'	99.00
C-27	Jimmy M. Lamberth	9810	-	24	60'	99.00
C-27	Herbert C. Beyer	9810	-	25	60'	99.00
C-27	Milton E. Greenwood	9813	-	13	81.23'	134.03
C-27	Carl D. Sanders	9813	-	11	60'	99.00
C-27	Virgil Frazier	9813	-	10	60'	99.00

UNIT	PROPERTY OWNER	NCB	BLOCK	LOT	FRONTAGE	TOTAL ASSESSMENT
C-27	J. F. Callaway	9813	-	8	60'	\$ 99.00
C-27	Warren J. Morgan	9813	-	4	60'	99.00
C-27	Ralph W. Talbott	9813	-	3	61'	100.65
C-29	A. C. Acuna	6461	-	7	50'	82.50
C-29	George Wesley Ing	6461	-	6	45'	119.25
C-29	Rodolfo Aguilar	6461	-	E20'of3	20'	33.00
C-38	Robert Church	1509	9	W98'of6	98'	259.70
C-38	Alfredo Lopez	1509	9	W50'of7	50'	82.50
C-38	Marshall B. Meredith	1508	8	6	152.05'	402.93
C-38	John C. Cotten	1508	8	W68.45'of7	68.45'	181.39
C-38	Estate of Annie Ramsey, deceased	1507	7	E24'of6	24'	63.60
C-38	Estate of Elizabeth Linsey, deceased	1513	13	1	152.05'	402.93
C-38	Bessie Warren Randle	1513	13	12	50'	132.50

C-38	Daisy Hamilton and Grant Hamilton	1513	13	N66.3'ofA-12	61.35'	101.23
C-38	A. H. Lumpkin and Ella Scott White	1511	11	W113.05'of1	113.05'	299.58
V-38	Corinth Baptist Church	1510	10	1&12	304.1'	501.77
C-44	John Tolbert	6038	-	6	50'	132.50
C-44	Moses Hammonds	6038	-	11	50'	132.50
C-44	Willis Messiah, Sr.	6039	-	28	50'	82.50
C-44	L. W. Smith	6039	-	17	50'	82.50
C-44	Harry Copney	6039	-	19	50'	132.50
C-44	W. B. Lott	6039	-	20	50'	132.50
C-44	James E. New, Sr.	6039	-	22	50'	132.50
C-44	Estate of M. T. Johnson, deceased	6039	-	23	50'	132.50
C-44	Estate of M. T. Johnson, deceased	6039	-	24	50'	132.50
C-44	Willie A. Flowers	6039	-	W39.45'of26	39.45'	104.54

UNIT	PROPERTY OWNER	NCB	BLOCK	LOT	FRONTAGE	TOTAL ASSESSMENT
C-44	Verlee Littles	1422	4	12	51.06'	\$ 135.31
C-44	Alvis White	1421	3	12&13	102.12'	270.61
C-44	Josie Smith and Frances Freeman	1421	3	10	51.06'	135.31
C-44	Sam Adams	1421	3	9	51.06'	135.31
C-44	Taylor Redd	1421	3	5	51.06'	135.31
C-51	T & NO RR Co.	504	29	A1 ¹ of NCB 504	169.4'	448.91
C-51	P. R. Suarez	511	3	W22.11' of A	22.11'	58.59
C-54	Maria O. Camacho Cisnero and Claudio Cisnero	2558	E	10&W3' of 11	38.6'	102.29
C-54	Estate of Augustin Segura, deceased	2558	E	9	43.7'	115.81
C-54	Estate of Henry Schmidt, deceased	2564	F	W75'of7	75'	198.75
C-54	Beatrice F. Dexter Villarreal and E. G. Villarreal	2564	F	5	40'	106.00
C-54	Alonzo Trevino	2564	F	1,2,3&4	160'	264.00
C-54	Jesse A. Alonzo, Joe S. Alonzo and Frank Alonzo	2563	C	1	100'	265.00
C-57b	Estate of Rebecca Watts Shackelford, deceased	1517	8	E100.7'of1	50'	132.50
C-57b	Estate of Victoria Miller, deceased	1517	8	3	50'	132.50

4 Assignable certificates of special assessment as hereinafter set forth shall be issued in the name of the City of San Antonio, and be made payable to FIRST OF TEXAS CORPORATION, assignee of HARRIS ENGINEERING & CONSTRUCTION, INC. (through mesne assignment from WALTER STEVES). All cash or escrowed payments which are on deposit at the National Bank of Commerce, which have been deposited by or on behalf of owners of properties abutting the units in which the improvements are hereby accepted shall be delivered over forthwith to WALTER STEVES to be credited against the unpaid balance of the contract price for the completed improvements in such units. All sums of money payable by the City to said Harris Engineering & Construction, Inc., under the terms and provisions of the contractual documents after deducting the amounts evidenced by the certificates

of special assessment which are herein authorized to be issued, shall be paid within the time provided in the contractual documents and upon receipt of satisfactory evidence that the Contractor has paid all persons supplying it with labor and/or materials in the construction of such completed improvements, and that the Contractor (through mesne assignment from Walter Steves) has assigned to First of Texas Corporation all mechanics' lien contracts executed in connection with the improvements in such units. All sums of money payable to First of Texas Corporation as its fee for its services as Fiscal Agent in connection with the improvements in the units herein accepted shall also be paid within the time provided in the contractual documents and upon receipt of satisfactory evidence that it has paid to the Contractor the unpaid principal balance on the certificates of special assessment herein authorized to be issued as required by the contractual documents.

5 Each of the assessment certificates which is hereby authorized to be issued shall have 4 coupons, which shall bear the facsimile signature of the Mayor and City Clerk of the City of San Antonio, and in other respects shall be in a form consistent with these proceedings. Any such facsimile signatures may be either lithographed or printed.

6 Each certificate shall contain an adequate description of the respective parcel of property assessed, together with the designation of the owner or apparent owner, if known; or if such certificate evidences the levy of a special tax against a railway using, occupying or crossing a street or avenue or portion thereof improved for the cost of the improvements between and under rails, tracks, double tracks, turnouts and switches and two feet on each side thereof, such certificate shall so recite. Each such certificate shall set forth and evidence the personal liability of the real and true owner or owners of such property, whether correctly named therein or not, and each such certificate shall set forth and evidence the lien on the respective property described therein, and shall evidence the fact that said lien is a first and paramount lien thereon, superior to all other liens and claims except for valid State, County, School District and City ad valorem taxes.

7 Each certificate issued under the authority of this ordinance shall be dated as of the date of this ordinance and shall recite in substance that the improvements abutting the property therein described (or between and under the rails, tracks, double tracks, turnouts and switches and two feet on each side thereof of the railways described therein against which a special tax may have been assessed), and in the unit in which said street or avenue or portion thereof abutted by such property lies (or in which said street or avenue or portion thereof used, occupied or crossed by said railway lies), have been completed in full compliance with the contract entered into between the Contractor and the City of San Antonio, and that said improvements have been accepted by the City of San Antonio on the date of said certificate. Each certificate shall provide for acceleration of maturity at the option of any holder thereof upon default in payment of any installment of principal or interest and shall provide the terms of payment and the interest rate as below set out, shall provide for reasonable attorneys' fees and costs of collection, if incurred, and shall contain such other terms and provisions as are customarily contained in special assessment certificates issued under the provisions of Chapter 106 of the Acts of the First Called Session of the 40th Legislature of the State of Texas, known and referred to as Article 1105b, Vernon's Revised Civil Statutes of Texas. No error or mistake in describing any property, or in giving the name of any owner or owners, shall in anywise invalidate or impair the assessments or any certificate issued in evidence thereof.

8 Each of said certificates shall be payable in 4 equal (or as nearly equal as possible) installments, as follows: The first of said installments shall be due and payable on or before 10 days from the date of this ordinance and of such certificates, and the remaining 3 installments shall be due and payable on or before 1, 2 and 3 years, respectively, from the date of this ordinance and of said certificates, together with interest on the unpaid principal balance at the rate of 7% per annum from date of said certificates and of this ordinance, interest being payable at the time principal installments become due, as above set out (or at the time of payment of such installments in the event of prepayment). Past due unpaid principal and interest shall bear interest at the rate of 8% per annum from date of maturity.

9 Each certificate shall in substance provide among other things:

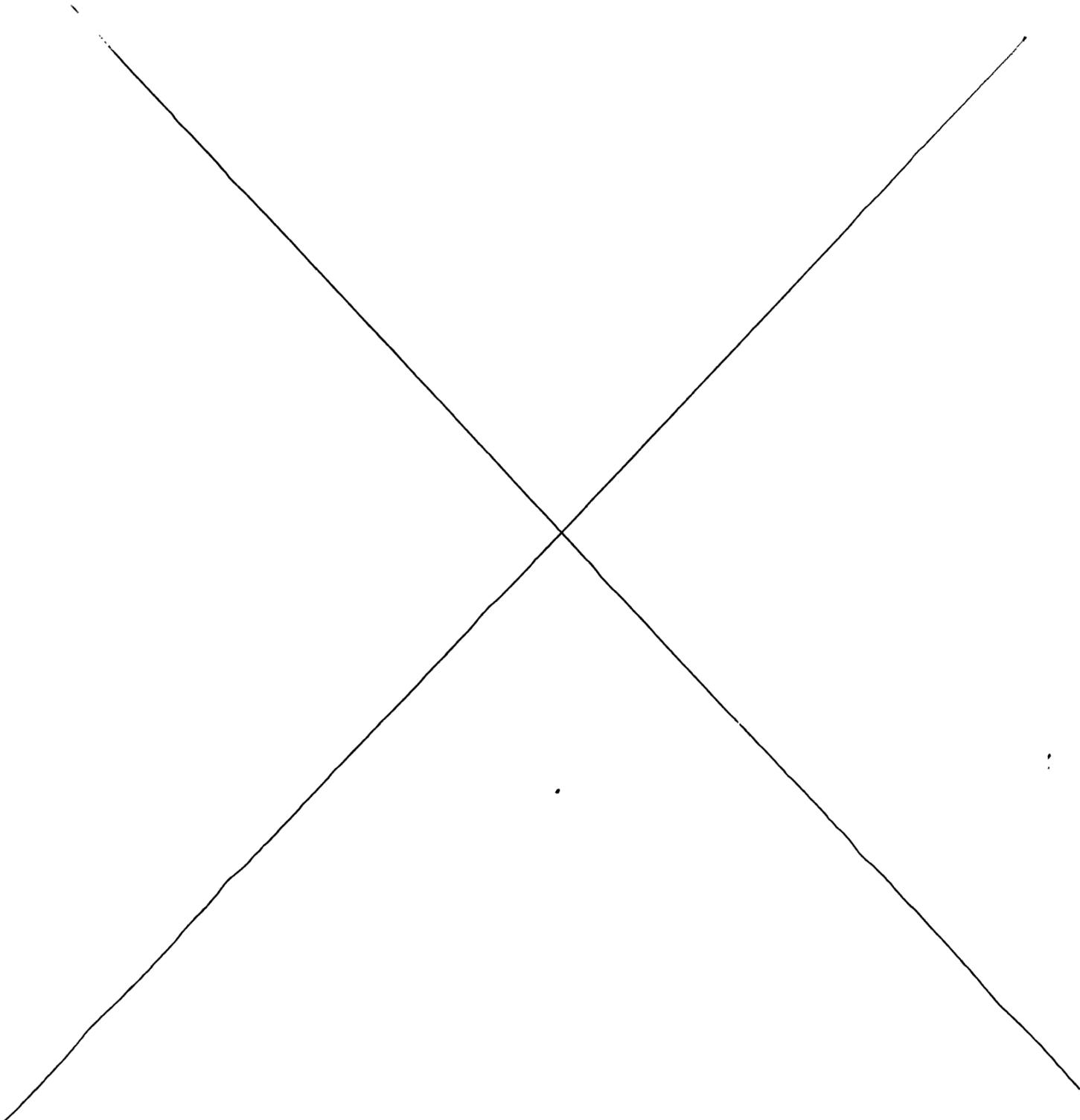
"That all the proceedings with reference to making such improvements have been regularly had in compliance with the law and that all prerequisites to the fixing of the assessment lien against the above described property and the personal liability of the owner or owners thereof have been performed, and this certificate shall be prima facie evidence of the matters herein recited, and no further proof thereof shall be required.

"That the sums of money evidenced hereby shall be payable to the owner or owners of this certificate at the Office of the Assessor and Collector of Taxes of the City of San Antonio, in San Antonio, Bexar County, Texas.

"That by the provisions of the proceedings of the City Council of the City of San Antonio and the law in force under which said proceedings were had, upon default in the payment of any installment of principal or interest hereon when due and/or at maturity of this certificate, however same may occur, the assessment lien against the property herein described and the personal liability and charge of the real and true owner or owners thereof (whether correctly named herein or not), may be enforced in accordance with the provisions of this certificate in any court having jurisdiction, or at the option of the legal holder hereof, by sale of said property in the same manner as may be provided by law in force in said City for the sale of property for collection of ad valorem taxes. The City of San Antonio does not guarantee collection of the assessment evidenced hereby; however, said City will exercise and exhaust all of its lawful powers in enforcing collection of said assessment.

"That said assessment was levied pursuant to an ordinance of the City of San Antonio, Texas, passed and approved on the 16th day of October, 1958, as amended by ordinance passed on the 18th day of December, 1958, determining the necessity for and ordering the improvement of certain streets and avenues or portions thereof of said City, and upon procedure had and pursued in conformity with the laws of the State of Texas; notice of the enactment of said ordinance of October 16, 1958, having been filed with the County Clerk of Bexar County, Texas, on the 27th day of October, 1958, and notice of said amendatory ordinance having been filed with the County Clerk of Bexar County, Texas, on the 2nd day of January, 1959."

10 Said certificates shall be numbered as hereinafter set out and shall be in the respective principal amounts hereinafter set out:



CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 1 Sheet

UNIT : C-4
 STREET OR AVENUE : Ash
 FROM : SPL of Coleman
 TO : NPL of Carson
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-1	Raymond Escamilla	1167	-	E53'of9	88.6'	\$ 2.65	\$ 234.79
13C-2	Bernabe H. Mendez	1164	-	36	151.94'	2.65	402.64
13C-3	Nellie J. Mueller	1164	-	E46'of1	151.94'	2.65	402.64
13C-4	Bonifacio Hernandez	1163	-	N101.94'of17	101.94	2.65	270.14
13C-5	Bonifacio Hernandez	1163	-	S50'of17	50'	2.65	132.50
13C-6	Armando Gonzales	1163	-	N51.94' of18	51.94'	2.65	137.64
13C-7	Mary Loucks	1163	-	S100'of18	100'	2.65	265.00
13C-8	Jimmy R. Cubello	1168	-	A5(I)	88.6'	2.65	234.79

Sheet Sub-Total ----- \$

UNIT TOTAL - Property Owners' Share ----- \$ 2,080.14

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 4 Sheets

UNIT :
STREET OR AVENUE : C-9
FROM : Center
TO : EPL of Palmetto
WIDTH OF PAVEMENT : WPL of New Braunfels
TYPE OF IMPROVEMENT : ³⁰¹ Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-9	Braulio Pais, Jr.	6205	-	14&15	57.8'	\$ 2.65	\$ 153.17
13C-10	Lucille Smith	6205	-	16&17	56'	2.65	148.40
13C-11	Estate of Feliz Coy, Deceased	6205	-	18&19	56'	2.65	148.40
13C-12	Sylvester V. Wilson	6205	-	20&W14' of 21	42'	2.65	111.30
13C-13	James C. Jones	6205	-	22&E14' of 21	42'	2.65	111.30
13C-14	Willie Polk	6205	-	23&24	56'	2.65	148.40
13C-15	Edgar Clardy	6205	-	25	28'	2.65	74.20
13C-16	Edgar Clardy	6205	-	26	28'	2.65	74.20
13C-17	Antonio E. Ojeda	6208	-	18&19	51'	2.65	135.15
13C-18	Amadeo Arciniega	6208	-	20&21	50'	1.65	82.50
13C-19	Amadeo Arciniega	6208	-	22	25'	1.65	41.25
13C-20	Amadeo Arciniega	6208	-	23	25'	1.65	41.25
13C-21	Ruby Reid	6208	-	24&25	50'	2.65	132.50
13C-22	Edgar Sims	6208	-	26&27	50'	2.65	132.50

Sheet Sub-Total ----- \$ 1,534.52

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 4 Sheets

UNIT :
 STREET OR AVENUE : C-9
 FROM : Center
 TO : EPL of Palmetto
 WIDTH OF PAVEMENT : WPL of New Braunfels
 TYPE OF IMPROVEMENT : ^{30'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-23	Ellis James Kendricks	6208	-	29&S66' of 28	50'	\$ 2.65	\$ 132.50
13C-24	Steve Koselske	6208	-	30&31	50'	2.65	132.50
13C-25	Margie Munoz	6208	-	32	25'	2.65	66.25
13C-26	J. Raymond Cesar	6208	-	33&34	50'	2.65	132.50
13C-27	Chris F. Grant	6210	-	12&W15' of 13	40'	2.65	106.00
13C-28	Eugene C. Vidal	6210	-	14&E10' of 13	35'	2.65	92.75
13C-29	Mrs. A. F. Bemiss	6210	-	15&16	50'	2.65	132.50
13C-30	George W. Jones	6210	-	18&S85.5' of 17	50'	2.65	132.50
13C-31	Tony Flores	6210	-	W70.8' of 28	70.8'	2.65	187.62
13C-32	Tony Flores	6210	-	E50' of 28	50'	2.65	132.50
13C-33	Walter Kaufer	6211	-	22	120.8'	2.65	320.12
13C-34	Estate of Eusebia L. Rodriguez, Deceased	6211	-	7,8&9	75'	2.65	198.75
13C-35	Addie L. Jones	6211	-	6	25'	2.65	66.25
13C-36	Eulalia Clair	6211	-	5&E12.5' of 4	37.5'	2.65	99.38

Sheet Sub-Total ----- \$ 1,932.12

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 3 of 4 Sheets

UNIT :
STREET OR AVENUE : C-9
FROM : Center
TO : EPL of Palmetto
WIDTH OF PAVEMENT : WPL of New Braunfels
TYPE OF IMPROVEMENT : ~~C&G~~ and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-37	Minnie D. Smith	6211	-	3&W12.5' of 4	37.5'	\$ 2.65	\$ 99.38
13C-38	Henry C. Gardner	6211	-	1&2	50'	2.65	132.50
13C-39	Estate of Rudolph Duelm, Deceased	1379	-	10	45'	2.65	119.25
13C-40	E. A. Holmgreen, Jr.	1379	-	9	42'	2.65	111.30
13C-41	Guadalupe Perez	1379	-	8	42'	2.65	111.30
13C-42	Gaston Washington	1379	-	7	42'	2.65	111.30
13C-43	Julia Andrade	1379	-	6	42'	2.65	111.30
13C-44	Paul G. Rendon	1379	-	5	42'	2.65	111.30
13C-45	Ed Johnson	1379	-	4	42'	1.65	69.30
13C-46	Albert Lewis	1379	-	1,2&3	129'	1.65	212.85
13C-47	Carrie Baylor	6206	-	14&N46.66' of 13	56'	2.65	148.40
13C-48	Anita E. Garcia	6206	-	12	28'	2.65	74.20
13C-49	Bertha P. Oliver	6206	-	11	28'	2.65	74.20
13C-50	John V. Apolinar	6206	-	10&E3' of 8	31'	2.65	82.15

Sheet Sub-Total ----- \$ 1,568.73

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 4 of 4 Sheets

UNIT :
 STREET OR AVENUE : C-9
 FROM : Center
 TO : EPL of Palmetto
 WIDTH OF PAVEMENT : WPL of New Braunfels
 TYPE OF IMPROVEMENT : ~~C&G~~ and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-51	Rosa Apolinar	6206	-	W25' of 8	25'	\$ 2.65	\$ 66.25
13C-52	Romula Benavidez	6206	-	6&7	56'	2.65	148.40
13C-53	Roxie Jones	6206	-	E23.31' of 5	23.31'	2.65	61.77
13C-54	J. Glasberg	6206	-	W4.69' of 5	4.69'	2.65	12.43
13C-55	Carl Miller, Jr.	6206	-	4	28'	2.65	74.20
13C-56	Maggie Arciniega	6206	-	3	28'	2.65	74.20
13C-57	Ignacio Solis	6206	-	2&N65' of 1	57.8'	2.65	153.17

Sheet Sub-Total ----- \$ 590.42

UNIT TOTAL - Property Owners' Share ----- \$ 5,625.79

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 1 Sheet

UNIT : C-11
STREET OR AVENUE : Cherry
FROM : SPL of Sherman
TO : SPL of Milam
WIDTH OF PAVEMENT : 30'
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-58	T&NO RR Co.	504	-	All of NCB 504	310'	\$ 2.65	\$ 821.50
13C-59	T&NO RR Co. * A triangular tract of land abutting 185.6' on Cherry Street and being described as follows: BEGINNING at a point on the SE corner of Block 28 at the corner of Milam and Cherry Streets; THENCE east crossing Cherry Street and along the north line of Milam Street 111' to a point; THENCE south 36 degrees 50 minutes west 69.3' to a point in the south line of Milam Street; THENCE along same west 14'1" to the NW corner of Lot 6, Block 26; THENCE south along the east line of Cherry Street 18'7"; THENCE south 36 degrees 50 minutes west 92.3' to a point in the west line of Cherry Street; THENCE north along same and crossing Milam Street 148' to the BEGINNING; and being the same tract of land described in deed recorded in Volume 123, page 384 of the Deed Records of Bexar County, Texas	*	*	*	155.6'	2.65	414.99
13C-60	The Westwood Corporation ** All of 6 EXCEPT the S98.5' of 6, now known as Lots A-11 and A-12	505	-	**	119.2'	2.65	315.88
13C-61	The Westwood Corporation	505	-	N53.8' of S98.5' of 6 (A-11)	53.8'	2.65	142.57
13C-62	The Westwood Corporation	505	-	S44.7' of 6 (A-12)	44.7'	2.65	118.46
13C-63	T&NO RR Co.	505	-	ROW	9.03'	2.65	23.93

Sheet Sub-Total ----- \$
UNIT TOTAL - Property Owners' Share ----- \$ 1,837.33

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 2 Sheets

UNIT : C-13
 STREET OR AVENUE : Dakota
 FROM : EPL of New Braunfels
 TO : WPL of Vargas
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-64	H. S. Grant	1494	-	6	152.05'	\$ 2.65	\$ 402.93
13C-65	Estate of E. M. Brown, Deceased	1494	-	7	152.05'	1.65	250.88
13C-66	Levina A. King	1495	-	W110' of 6	110'	1.65	181.50
13C-67	Joe Lee Guy	1495	-	E42.05' of 6	42.05'	1.65	69.38
13C-68	Claude Sanchez	1495	-	W76.02' of 7	69.05' 6.97'	1.65 2.65	113.93 18.47
13C-69	Aaron Lifshutz	1495	-	E76.03' of 7	76.03'	2.65	201.48
13C-70	Vernon J. Walker	1496	-	S95.82' of 7	50.68'	1.65	83.62
13C-71	Leroy Welch	1496	-	8	61.36'	2.65	162.60
13C-72	Catherine W. Hawkins	1496	-	9	40'	2.65	106.00
13C-73	Lillie Butterworth	1496	-	A-1	104.35'	2.65	276.53
13C-74	Nessie Rodriguez	1507	-	12	152.05'	2.65	402.93
13C-75	L. Dixon	1507	-	E52.05' of 1	52.05'	2.65	137.93
13C-76	Emily Bowles	1507	-	W70' of 1	70'	1.65	115.50

Sheet Sub-Total ----- \$ 2,523.68

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT : C-13
 STREET OR AVENUE : Dakota
 FROM : EPL of New Braunfels
 TO : WPL of Vargas
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-77	Collie Foster	1508	-	6	50.68'	\$ 2.65	\$ 134.30
13C-78	Robt. Wilcox	1508	-	5	50.68'	1.65	83.62
13C-79	Ellen Warner	1508	-	4	50.68'	1.65	83.62
13C-80	Nettie R. Daniels	1508	-	3	50.68'	1.65	83.62
13C-81	Laura Waiters	1508	-	2	50.68'	1.65	83.62
13C-82	Corinth Baptist Church	1508	-	1	50.68'	1.65	83.62
13C-83	Lillian Haywood	1509	-	12	152.05'	2.65	402.93
13C-84	M. J. Brangan	1509	-	1	152.05'	2.65	402.93
Sheet Sub-Total						\$	1,358.26
UNIT TOTAL - Property Owners' Share						\$	3,881.94

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 2 Sheets

UNIT : C-16
 STREET OR AVENUE : Delmar
 FROM : EPL of Nopal
 TO : WPL of Gevers
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-85	Flossie J. Schwab	1603	-	27,28&29	75'	\$ 2.65	\$ 198.75
13C-86	Lillian L. Womack	1603	-	33	25'	2.65	66.25
13C-87	Lillian L. Womack	1603	-	34	25'	2.65	66.25
13C-88	Alvina Frerich	1603	-	S100' of 49&50 & S100' of W5' of 51	55'	2.65	145.75
13C-89	R. D. Cobb	1603	-	52&E20' of 51	45'	2.65	119.25
13C-90	Rebecca C. Coates	1612	-	1,2&3	75'	2.65	198.75
13C-91	Ambrose A. Gawlik	1612	-	4,5&6	75'	2.65	198.75
13C-92	Lena B. Nunn	1612	-	9&10	50'	2.65	132.50
13C-93	Eric J. Spielhagen	1612	-	11&12	50'	2.65	132.50
13C-94	Walter Sutherland, Jr.	1612	-	13&14	50'	2.65	132.50
13C-95	Refugio M. Vasquez	1612	-	15&16	50'	2.65	132.50
13C-96	Laura M. Fulmer	1612	-	17&18	50'	2.65	132.50
13C-97	Louis Gritzcek	1612	-	19&20	50'	2.65	132.50

Sheet Sub-Total ----- \$ 1,788.75

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT : C-16
 STREET OR AVENUE : Delmar
 FROM : EPL of Nopal
 TO : WPL of Gevers
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-98	Santiago Guerra	1612	-	21&22	50'	\$ 2.65	\$ 132.50
13C-99	Gussie B. Seiler	1612	-	23&24	50'	2.65	132.50
13C-100	Mary P. Parker	1612	-	25&26	50'	2.65	132.50
Sheet Sub-Total						\$	397.50
UNIT TOTAL - Property Owners' Share						\$	2,186.25

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 2 Sheets

UNIT : C-25
 STREET OR AVENUE : Lamar
 FROM : WPL of Gevers
 TO : EPL of Lockhart
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-101	Henderson Gloss	1312	-	1	43'	\$ 2.65	\$ 113.95
13C-102	Harold Glosson	1312	-	2	41'	2.65	108.65
13C-103	Antonia V. Bernal	1312	-	3	41'	2.65	108.65
13C-104	Estate of John Lawrence, Deceased	1312	-	4	41'	2.65	108.65
13C-105	Trinidad B. Gomez	1312	-	5	41'	2.65	108.65
13C-106	Pedro P. Salas	1312	-	7	41'	2.65	108.65
13C-107	Harold Winn	1312	-	8	41'	2.65	108.65
13C-108	Estate of John Lawrence, Deceased	1312	-	9	41'	2.65	108.65
13C-109	Estate of John Lawrence, Deceased	1312	-	10	43'	2.65	113.95
13C-110	J. O. Aycock	2862	-	11	32.5'	2.65	86.13
13C-111	J. O. Aycock	2862	-	12	32.5'	2.65	86.13
13C-112	W. J. McNeal	2862	-	13	32.5'	2.65	86.13
13C-113	W. J. McNeal	2862	-	14	32.5'	2.65	86.13
13C-114	Louise T. Lawrence	1325	-	10	43'	2.65	113.95

Sheet Sub-Total ----- \$ 1,446.92

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT : C-25
 STREET OR AVENUE : Lamar
 FROM : WPL of Gevers
 TO : EPL of Lockhart
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-115	Louise T. Lawrence	1325	-	9	41'	\$ 2.65	\$ 108.65
13C-116	Geronimo G. Garza	1325	-	8	41'	2.65	108.65
13C-117	Celso Cuellar	1325	-	7	41'	2.65	108.65
13C-118	Anacleto Garcia	1325	-	6	41'	2.65	108.65
13C-119	Saul Pena	1325	-	5	41'	2.65	108.65
13C-120	Bernard Dixon	1325	-	4	41'	2.65	108.65
13C-121	Pedro Pena	1325	-	3	41'	2.65	108.65
13C-122	Estate of Mary J. Thatcher, Deceased	1325	-	2	41'	2.65	108.65
13C-123	Estate of Mary J. Thatcher, Deceased	1325	-	1	43'	2.65	113.95

Sheet Sub-Total ----- \$ 983.15

UNIT TOTAL - Property Owners' Share ----- \$ 2,430.07

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 2 Sheets

UNIT :
 STREET OR AVENUE : C-27
 FROM : Lasses
 TO : WPL of Crawford
 WIDTH OF PAVEMENT : WPL of Cooke Court
 TYPE OF IMPROVEMENT : ^{26.5'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-124	C. N. Calloway	9810	-	14	80.18'	\$ 1.65	\$ 132.30
13C-125	Herbert R. McMurrey	9810	-	15	61'	1.65	100.65
13C-126	Charles H. Thompson	9810	-	16	60.9'	1.65	100.49
13C-127	Albert Nicolas	9810	-	17	60'	1.65	99.00
13C-128	Verne R. Hale	9810	-	18	60'	1.65	99.00
13C-129	Bernie C. Case	9810	-	19	60'	1.65	99.00
13C-130	John Wiatrek	9810	-	20	60'	1.65	99.00
13C-131	Leo L. Lang	9810	-	21	60'	1.65	99.00
13C-132	W. T. Wright	9810	-	22	60'	1.65	99.00
13C-133	Lorenzo R. Alvarez	9810	-	23	60'	1.65	99.00
13C-134	Jimmy M. Lamberth	9810	-	24	60'	1.65	99.00
13C-135	Herbert C. Beyer	9810	-	25	60'	1.65	99.00
13C-136	C. B. Christians	9810	-	26	82.18'	1.65	135.60

Sheet Sub-Total ----- \$ 1,360.04

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT : C-27
 STREET OR AVENUE : Lasses
 FROM : WPL of Crawford
 TO : WPL of Cooke Court
 WIDTH OF PAVEMENT : 26.5'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-137	Milton E. Greenwood	9813	-	13	81.23'	\$ 1.65	\$ 134.03
13C-138	Ennis J. Goodale	9813	-	12	60'	1.65	99.00
13C-139	Carl D. Sanders	9813	-	11	60'	1.65	99.00
13C-140	Virgil Frazier	9813	-	10	60'	1.65	99.00
13C-141	Eugene A. Partin	9813	-	9	60'	1.65	99.00
13C-142	J. F. Callaway	9813	-	8	60'	1.65	99.00
13C-143	Julian R. Faulkner	9813	-	7	60'	1.65	99.00
13C-144	John K. Massey, Jr.	9813	-	6	60'	1.65	99.00
13C-145	Jno. G. Meyers	9813	-	5	60'	1.65	99.00
13C-146	Warren J. Morgan	9813	-	4	60'	1.65	99.00
13C-147	Ralph W. Talbott	9813	-	3	61'	1.65	100.65
13C-148	Eugene C. Gray	9813	-	2	61'	1.65	100.65
13C-149	Albert F. Carter	9813	-	1	81.23	1.65	134.03

Sheet Sub-Total ----- \$ 1,360.36

UNIT TOTAL - Property Owners' Share ----- \$ 2,720.40

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 1 of 2 Sheets

UNIT : C-29
 STREET OR AVENUE : East Magnolia
 FROM : EPL of North St. Mary's
 TO : A point 6' East of EPL of Lot 6, NCB 6391 and a point 16' East of WPL of Lot 11, NCB 6461
 WIDTH OF PAVEMENT : 27'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-150	Frank Serda	6391	-	W115' of 1	115'	1.65	189.75
13C-151	Margarita M. Trinidad	6391	-	E65' of 1	65'	1.65	107.27
13C-152	Alexander Hernandez	6391	-	S59' of 2	40'	1.65	66.00
13C-153	Celia Trinidad	6391	-	S100' of 3	40'	1.65	66.00
13C-154	Emeterio Martinez	6391	-	4	40'	1.65	66.00
13C-155	Alfred G. Sanchez	6391	-	5	40'	1.65	66.00
13C-156	Lawrence A. Bertetti	6391	-	6	6'	1.65	9.90
13C-157	Ellis Jo Stone	6461	-	W16' of 11	16'	1.65	26.40
13C-158	Alexander S. Bennet	6461	-	10	50'	1.65	82.50
13C-159	Tom J. Zumwalt	6461	-	9	50'	1.65	82.50
13C-160	Charles B. McCready	6461	-	8	50'	2.65	132.50
13C-161	A. C. Acuna	6461	-	7	50'	1.65	82.50

Sheet Sub-Total ----- \$ 977.32

UNIT TOTAL - Property Owners' Share ----- \$

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 2 of 2 Sheets

UNIT :
 STREET OR AVENUE : C-29
 FROM : East Magnolia
 TO : EPL of North St. Mary's
 WIDTH OF PAVEMENT : A point 6' East of EPL of Lot 6, NCB 6391 and a point 16' East of WPL of Lot 11, NCB 6461
 TYPE OF IMPROVEMENT : ^{27'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-162	George Wesley Ing	6461	-	6	45'	2.65	119.25
13C-163	Joseph W. Crim	6461	-	5	45'	1.65	74.25
13C-164	Charles L. Pepin	6461	-	4	50'	2.65	132.50
13C-165	Rodolfo Aguilar	6461	-	E20' of 3	20'	1.65	33.00

Sheet Sub-Total ----- \$ 359.00

UNIT TOTAL - Property Owners' Share ----- \$ 1,336.32

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 1 Sheet

UNIT :
 STREET OR AVENUE : C-33
 FROM : Milam
 TO : EPL of Cherry
 WIDTH OF PAVEMENT : WPL of Mesquite
 TYPE OF IMPROVEMENT : ^{40'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION			ASSESSMENT		
		New City Block	Block	Lot	Frontage	Rate	Amount
						\$	\$
13C-166	T&NO RR Co.	498	28	All	370'	2.65	980.50
13C-167	The Westwood Corp	505	26	7	81.04'	1.65	133.72
13C-168	The Westwood Corp	505	26	8	83.32'	1.65	137.48
13C-169	The Westwood Corp	505	26	9	83.32'	1.65	137.48
13C-170	The Westwood Corp	505	26	10	83.32'	1.65	137.48

Sheet Sub-Total ----- \$

UNIT TOTAL - Property Owners' Share ----- \$ 1,526.66

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 2 Sheets

UNIT : C-38
 STREET OR AVENUE : Nevada
 FROM : EPL of New Braunfels
 TO : WPL of Gevers
 WIDTH OF PAVEMENT : 42'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-171	Robert Church	1509	9	W98' of 6	98'	\$ 2.65	\$ 259.70
13C-172	Juan C. Hernandez	1509	9	E54.05' of 6	54.05'	2.65	143.23
13C-173	Alfredo Lopez	1509	9	W50' of 7	50'	1.65	82.50
13C-174	Louis M. Rodriguez	1509	9	E102.06' of 7	102.05'	2.65	270.43
13C-175	Marshall B. Meredith	1508	8	6	152.05'	2.65	402.93
13C-176	John C. Cotten	1508	8	W68.45' of 7	68.45'	2.65	181.39
13C-177	Tillie A. Casanova	1507	7	W96' of 6	96'	2.65	254.40
13C-178	Estate of Annie Ramsey, Deceased	1507	7	E24' of 6	24'	2.65	63.60
13C-179	Holy Redeemer Church	1507	7	E32.05' of 6	32.05'	2.65	84.93
13C-180	Holy Redeemer Church	1507	7	7	152.05'	2.65	402.93
13C-181	House of Refuge for Negroes	1506	6	6&7	304.1'	1.65	501.77
13C-182	Estate of Elizabeth Linsey, Deceased	1513	13	1	152.05'	2.65	402.93
13C-183	Woodrow Jackson	1513	13	A-11	40.7'	2.65	107.86

Sheet Sub-Total ----- \$ 3,158.60

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT :
 STREET OR AVENUE : C-38
 FROM : Nevada
 TO : EPL of New Braunfels
 WIDTH OF PAVEMENT : WPL of Gevers
 TYPE OF IMPROVEMENT : ^{42'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-184	Bessie Warren Randle	1513	13	12	50'	2.65	132.50
13C-185	Daisy Hamilton and Grant Hamilton	1513	13	N66.3' of A-12	61.35'	1.65	101.23
13C-186	Thos. G. Johnson	1512	2	1&W45' of 16	197.05'	2.65	522.18
13C-187	Aaron Lifshutz	1512	2	E107.05' of 16	107.05'	2.65	283.68
13C-188	D. F. Murdock, et al, Trustees Jehovahs Witnesses	1511	11	W75' of 12	75'	2.65	198.75
13C-189	I. F. Davidson	1511	11	E77.05' of 12	77.05'	2.65	204.18
13C-190	A. H. Lumpkin and Ella Scott White	1511	11	W113.05' of 1	113.05'	2.65	299.58
13C-191	Al Drexel	1511	11	E39' of 1	39'	2.65	103.35
13C-192	Corinth Baptist Church	1510	10	1&12	304.1	1.65	501.77

Sheet Sub-Total ----- \$ 2,347.22

UNIT TOTAL - Property Owners' Share ----- \$ 5,505.82

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 1 of 4 Sheets

UNIT : C-44
STREET OR AVENUE : Paso Hondo
FROM : WPL of Walters
TO : EPL of Gevers
WIDTH OF PAVEMENT : 30'
TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-193	Selma Liggett	6038	-	1	50'	\$ 2.65	\$ 132.50
13C-194	Selma Liggett	6038	-	2	50'	2.65	132.50
13C-195	Louise Smith	6038	-	3	50'	2.65	132.50
13C-196	Walter Woerner	6038	-	4	50'	2.65	132.50
13C-197	Angela V. Alfaro	6038	-	5	50'	2.65	132.50
13C-198	John Tolbert	6038	-	6	50'	2.65	132.50
13C-199	Marvin S. Ellison	6038	-	7	50'	2.65	132.50
13C-200	Jay T. Spillman	6038	-	8	50'	2.65	132.50
13C-201	George H. Barber	6038	-	9	50'	2.65	132.50
13C-202	Wm. H. Harper	6038	-	10	50'	2.65	132.50
13C-203	Moses Hammonds	6038	-	11	50'	2.65	132.50
13C-204	Elisha Sanders	6038	-	12&13	100'	1.65	165.00
13C-205	Simpson Wilson	6039	-	15	50'	2.65	132.50

Sheet Sub-Total ----- \$ 1,755.00

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
 PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 4 Sheets

UNIT : C-44
 STREET OR AVENUE : Paso Hondo
 FROM : WPL of Walters
 TO : EPL of Gevers
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION			Frontage	ASSESSMENT	
		New City Block	Block	Lot		Rate	Amount
13C-206	Willis Messiah, Sr.	6039	-	28	50'	\$ 1.65	\$ 82.50
13C-207	L. W. Smith	6039	-	17	50'	1.65	82.50
13C-208	Thomas Reed	6039	-	18	50'	2.65	132.50
13C-209	Harry Copney	6039	-	19	50'	2.65	132.50
13C-210	W. B. Lott	6039	-	20	50'	2.65	132.50
13C-211	Harry Applewhite	6039	-	21	50'	2.65	132.50
13C-212	James E. New, Sr.	6039	-	22	50'	2.65	132.50
13C-213	Estate of M. T. Johnson, Deceased	6039	-	23	50'	2.65	132.50
13C-214	Estate of M. T. Johnson, Deceased	6039	-	24	50'	2.65	132.50
13C-215	Henry Voldase	6039	-	25	50'	2.65	132.50
13C-216	Willie A. Flowers	6039	-	W39.45' of 26	39.45'	2.65	104.54
13C-217	Malon Merriweather	6039	-	E29.55' of W79' of 26	39.55'	2.65	104.81
13C-218	Mrs. C. E. Banks	6039	-	E21' of 26	21'	2.65	55.65
Sheet Sub-Total						\$	1,490.00

UNIT TOTAL - Property Owners' Share ----- \$

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 3 of 4 Sheets

UNIT : C-44
 STREET OR AVENUE : Paso Hondo
 FROM : WPL of Walters
 TO : EPL of Gevers
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-219	Estella Cubit and Macie Hardeman	1422	4	13	44.79'	\$ 2.65	\$ 118.69
13C-220	Verlee Littles	1422	4	12	51.06'	2.65	135.31
13C-221	Ben F. Bryant	1422	4	11	51.06'	2.65	135.31
13C-222	Willie Flowers	1422	4	E50' of 9	50'	2.65	132.50
13C-223	Ella Mae White	1422	4	W1.06' of 9 & E46.94' of 8	48'	2.65	127.20
13C-224	Samuel W. Calhoun	1422	4	W4.12' of 8 & E43.88' of 7	48'	2.65	127.20
13C-225	Sam Wardle, Jr.	1422	4	W7.18' of 7 & E40.82' of 6	48'	2.65	127.20
13C-226	James J. Campbell	1422	4	5&W10.23' of 6	61.3'	2.65	162.45
13C-227	C. O. Bryant	1422	4	4	51.06'	1.65	84.25
13C-228	Charles Johnson, Jr.	1422	4	3	51.06'	1.65	84.25
13C-229	Margaret Tronsom	1422	4	2	51.06'	2.65	135.31
13C-230	Margaret Tronsom	1422	4	1	51.06'	2.65	135.31

Sheet Sub-Total ----- \$ 1,504.98

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 4 of 4 Sheets

UNIT : C-44
 STREET OR AVENUE : Paso Hondo
 FROM : WPL of Walters
 TO : EPL of Gevers
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-231	Alvis White	1421	3	13&12	102.12'	\$ 2.65	\$ 270.62
13C-232	John Shell	1421	3	11	47' 4.06'	1.65 2.65	77.55 10.76
13C-233	Josie Smith and Frances Freeman	1421	3	10	51.06'	2.65	135.31
13C-234	Sam Adams	1421	3	9	51.06'	2.65	135.31
13C-235	Artie M. Avant	1421	3	8	51.06'	2.65	135.31
13C-236	Wm. A. Jackson	1421	3	7	51.06'	2.65	135.31
13C-237	Irene W. Hurd	1421	3	6	51.06'	2.65	135.31
13C-238	Taylor Redd	1421	3	5	51.06'	2.65	135.31
13C-239	Simpson Wilson	1421	3	4	51.06'	2.65	135.31
13C-240	Sam K. Johnson	1421	3	3	51.06'	2.65	135.31
13C-241	Willie A. Horge, Jr.	1421	3	2	51.06'	2.65	135.31
13C-242	Willie A. Horge, Jr.	1421	3	1	51.06'	2.65	135.31
Sheet Sub-Total						\$	1,712.03
UNIT TOTAL - Property Owners' Share						\$	6,462.01

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 1 of 1 Sheet

UNIT :
 STREET OR AVENUE : C-51
 FROM : Sherman
 TO : EPL of Cherry
 WIDTH OF PAVEMENT : West to Railroad Tracks
 TYPE OF IMPROVEMENT : ^{38.7'} Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-243	T&NO RR Co.	504	29	All of NCB 504	169.4'	2.65	448.91
13C-244	T&NO RR Co.	511	3	W304' of Block Sherman & Burleson A17	75'	2.65	198.75
13C-245	P. R. Suarez	511	3	W22.11' of A	22.11'	2.65	58.59
13C-246	Antone E. Lopez	511	3	E35' of W 57.11' of A	35'	2.65	92.75
13C-247	P. R. Suarez	511	3	E54' of A	54'	2.65	143.10

Sheet Sub-Total ----- \$

UNIT TOTAL - Property Owners' Share ----- \$ 942.10

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 1 of 2 Sheets

UNIT : C-54
 STREET OR AVENUE : Sweet
 FROM : WPL of South Main
 TO : EPL of South Flores
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-248	Joe Shapiro	2559	B	7	100'	\$ 2.65	\$ 265.00
13C-249	Rosario A. de Alonzo	2559	B	13&W10' of 14 (A13)	50'	2.65	132.50
13C-250	Francisca R. Ramirez	2559	B	E30' of 14 & W30' of 15 (A14)	60'	2.65	159.00
13C-251	Jose G. Davila	2559	B	E10' of 15 & W30' of 16 (A15)	40'	2.65	106.00
13C-252	Jesus Angel and Lydia Alonzo	2559	B	17&E10' of 16	50'	2.65	132.50
13C-253	Estate of Augustin Segura, Deceased	2558	E	9	43.7'	2.65	115.81
13C-254	Maria O. Camacho Cisneros and Claudio Cisneros	2558	E	10&W.3' of 11	38.6'	2.65	102.29
13C-255	Agapito Vela	2558	E	E37.7' of 11	37.7'	2.65	99.91
13C-256	James F. Ashley	2558	E	12	40'	2.65	106.00
13C-257	D. T. Shepherd, Sr.	2558	E	13&14	80'	2.65	212.00
13C-258	Margaret L. Bernstein	2558	E	W75' of 16	75'	2.65	198.75

Sheet Sub-Total ----- \$ 1,629.76

UNIT TOTAL - Property Owners' Share ----- \$

CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL

Sheet 2 of 2 Sheets

UNIT : C-54
 STREET OR AVENUE : Sweet
 FROM : WPL of South Main
 TO : EPL of South Flores
 WIDTH OF PAVEMENT : 30'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-259	Estate of Henry Schmidt, Deceased	2564	F	W75' of 7	75'	\$ 2.65	\$ 198.75
13C-260	Dale Striegl	2564	F	6	40'	2.65	106.00
13C-261	Beatrice F. Dexter Villarreal and E. G. Villarreal	2564	F	5	40'	2.65	106.00
13C-262	Alonzo Trevino	2564	F	1,2,3&4	160'	1.65	264.00
13C-263	Henry R. Lozano	2563	C	7&8	80'	2.65	212.00
13C-264	Manuel Garcia	2563	C	6&E20' of 5	60'	2.65	159.00
13C-265	Frank Alonzo	2563	C	4&W20' of 5	60'	2.65	159.00
13C-266	Jesse A. Alonzo, Joe S. Alonzo and Frank Alonzo	2563	C	1	100'	2.65	265.00
Sheet Sub-Total						\$	1,469.75
UNIT TOTAL - Property Owners' Share						\$	3,099.51

**CITY OF SAN ANTONIO, TEXAS
PAVING PROJECT "C" ASSESSMENT ROLL**

Sheet 1 of 1 Sheet

UNIT : C-57b
 STREET OR AVENUE : Walters
 FROM : NPLs of Nevada Street and Lot 15, NCB 1518
 TO : NPL of Nebraska
 WIDTH OF PAVEMENT : 42'
 TYPE OF IMPROVEMENT : Curb and/or 1" asphalt surface on 8" compacted base

CERT. NO.	PROPERTY OWNERS	LEGAL DESCRIPTION				ASSESSMENT	
		New City Block	Block	Lot	Frontage	Rate	Amount
13C-267	Estate of Rebecca Watts Shackelford, Deceased	1517	8	E100.7'of1	50'	2.65	132.50
13C-268	Frank Slaughter, Jr.	1517	8	E100.7'of2	50'	2.65	132.50
13C-269	Estate of Victoria Miller, Deceased	1517	8	3	50'	2.65	132.50
13C-270	Minnie M. Dorn	1517	8	4	50'	2.65	132.50
13C-271	Beatrice Berley Clay	1517	8	5	50'	1.65	82.50
13C-272	Beatrice Berley Clay	1517	8	6	50'	1.65	82.50
13C-273	Lucinda N. Brown	1517	8	23	100'	1.65	165.00
13C-274	Olivia B. Juarez	1524	4	N50'of15	50'	1.65	82.50
13C-275	Ofelia G. Gonzales	1524	4	S80'of15	80'	1.65	132.00
13C-276	Otto Lichtenberg	1524	4	1	135'	2.65	357.75
13C-277	Frank Hawkins	1518	2	15	130'	2.65	344.50

Sheet Sub-Total ----- \$
 UNIT TOTAL - Property Owners' Share ----- \$ 1,776.75

11 The improvements to that portion of Unit C-4 (Ash Street) from the South Property Line of Hood Street to the South Property Line of Coleman Street ordered improved by ordinance duly passed, adopted and enacted by the City Council of the City of San Antonio on October 16, 1958, are hereby ordered abandoned, and the personal liabilities created against the owners of the properties abutting Ash Street from the South Property Line of Hood Street to the South Property Line of Coleman Street (being Lots 1 and 36, New City Block 1159; Lots 1 and 36, New City Block 1156; Lots 17 and 18, New City Block 1155; and Lots 17 and 18, New City Block 1160) and the liens fixed upon such abutting properties by the enactment of the aforementioned ordinance of January 8, 1959, which levied assessments for such street improvements, and by the subsequent proceedings of the City Council of the City of San Antonio, are hereby released.

12 All the terms and provisions of the ordinance passed and enacted by the City Council of the City of San Antonio on the 8th day of January, 1959, with reference to street improvements, as herein amended, and as heretofore amended by ordinances passed and enacted by the City Council of the City of San Antonio on the 14th day of July, 1960, and the 28th day of July, 1960, are hereby ratified and confirmed.

13 The City Clerk is hereby authorized and instructed to prepare, execute and acknowledge a notice listing all properties the assessments against which have been cancelled by this ordinance by reason of the payment by the owners of the amounts assessed against them and such properties, and to file same of record with the County Clerk of Bexar County, Texas.

The City Clerk is also authorized and instructed to prepare, execute and acknowledge a notice listing the portion of the above described Unit C-4 the improvements to which have been by this ordinance abandoned, and releasing as to the properties abutting that portion of Ash Street ordered abandoned the personal liabilities created and liens fixed by the enactment of the ordinance passed on January 8, 1959, by the City Council of the City of San Antonio, Texas, and to file same with the County Clerk of Bexar County, Texas, for recording in the Deed of Trust Records of said County.

14 Should any section or sections or any part of any section or sections of this ordinance or of said ordinance of January 8, 1959, levying special assessments and/or taxes for street improvements be held to be void and without force and effect for any reason whatsoever by any court of competent jurisdiction, then neither the remaining portion of this ordinance nor of said ordinance of January 8, 1959, shall be thereby affected, but such remaining sections shall be and remain in full force and effect as though the void and unenforceable part thereof, if any, had not been incorporated in this ordinance or in said ordinance of January 8, 1959.

15 It appearing that FIRST OF TEXAS CORPORATION has completed in full the obligations imposed on it by its contract dated November 26, 1958, except that it has not made the payments required to be made to the Contractor, the contract between it and the City is hereby declared satisfied, except insofar as the Fiscal Agent is required to pay certain funds to the Contractor; and when evidence has been furnished that such funds have been so paid, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest and deliver to FIRST OF TEXAS CORPORATION a final release acknowledging performance in full of the obligations undertaken by it under its contract with the City.

16 The fact that under the terms of the contractual documents the City is required to accept the improvements, by ordinance, within ten days from the date the City Engineer certifies to the City Manager his final statement as to value of the work performed and materials furnished in each unit, creates an emergency requiring this ordinance to be made effective immediately upon enactment; and therefore, this ordinance shall be and become effective immediately upon its passage and approval.

PASSED AND APPROVED this 13th day of October, 1960.

MAYOR, City of San Antonio

ATTEST:

CITY CLERK

(SEAL OF CITY)

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

AN ORDINANCE 29, 029 ✓

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF DR. AND MRS. JEROME G. PARMA.

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

- 1. That the petition of Dr. & Mrs. Jerome G. Parma, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
- 2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
- 3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.
- 4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at
 NUMBER 305 Elizabeth Road STREET, LOT ½ of 3, all of 4 and 5.
 BLOCK 5 County Block 5553 Terrell Hills
- and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
- 5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
- 6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
- 7. That in consideration of the permit hereby granted, and the service to be rendered the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
- 8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
- 9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 13th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29. 030 ✓

GRANTING AND CONVEYING AN EASEMENT BY AND FROM THE CITY OF SAN ANTONIO TO THE SAN ANTONIO RIVER AUTHORITY FOR THE PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING A FLOOD CONTROL CHANNEL UPON AND ACROSS LANDS OWNED OR HELD BY THE CITY OF SAN ANTONIO AS HEREIN SET FORTH.

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

1. That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, this Ordinance makes and manifests an easement whereby the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of Bexar County, Texas, herein called Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY to the SAN ANTONIO RIVER AUTHORITY, a municipal corporation of Bexar County, Texas, herein called Grantee, an easement for those purposes enumerated in Paragraph 2, below, upon and across the below-described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

See Exhibit A which is attached hereto and made a part hereof for all purposes. Item One of Exhibit A contains a description of said real property, and Item Two thereof is a series of plats to which further reference may be made for the indentification of said property.

TO HAVE AND TO HOLD the above-described premises unto the SAN ANTONIO RIVER AUTHORITY, Its successors and assigns, for the purposes below-described FOREVER.

2. This easement is granted for the following purposes:

A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees, assigns and independent contractors an access, working, construction and storage area for the construction, operation and maintenance of the San Antonio Channel Improvement Project, Martinez Creek, Texas, in accordance with the plans for Unit 3-A (Warner Avenue to Olmos Drive) thereof, copies of the plans and specifications for which have been previously submitted to and approved by Grantor.

3. This easement is granted under the following terms and conditions:

- A. If, Grantee its successors and assigns, shall cease to use the above-described property, or any part thereof, for said purposes, this easement shall expire and terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, Grantor shall have the same complete title to said property as though these presents had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control channel by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.
- B. Grantee, by its acceptance of this easement, agrees to take all necessary precautions to protect all Grantor's utilities within said easement, and will be responsible for any damages caused by Grantee's exercise of the purposes for which this easement is granted.
- C. It is agreed and understood that this easement shall not prevent the future use of the above-described property by Grantor, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges and utility transmission lines; provided that the plans thereof and therefor shall be submitted via Grantee, its successors or assigns, to the Secretary of the Army, or his delegated representative, and approved by him; and further provided that said construction, operation, and maintenance shall not interfere with flood control.

4. PASSED AND APPROVED this 13th day of October , A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. INselmann
Asst. City Clerk

EXHIBIT A

Item One: Description of real property upon and across which an easement is granted by CITY OF SAN ANTONIO to SAN ANTONIO RIVER AUTHORITY.

Being the following tracts of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, which are indentified by reference to the attached strip-parcel map and the parcel numbers appearing thereupon, and which tracts are more particularly described by metes and bounds as follows:

Parcel No. 3A-103: That part of Summit Avenue between a southerly extension of the west boundary of Lot 25, NCB 3250, and a line One Hundred Twenty-Five feet (125') east of and parallel to said extension;

- Parcel NO. 3A - 106: That part of the alley of NCB 3250 between a southerly extension of the west boundary of Lot 11, NCB 3250, and a line One Hundred Thirty feet (130') east of and parallel to said extension;
- Parcel No. 3A - 110: That part of King's Highway between a southerly extension of the west boundary of Lot 25, NCB 3249, and a line Two Hundred Sixty-Five feet (265') east of and parallel to said extension;
- Parcel No. 3A - 112: That part of the alley of NCB 3249 between a southerly extension of the west boundary of Lot 10, NCB 3249, and a line Two Hundred Seventy-eight feet (278') east of and parallel to said extension;
- Parcel No. 3A - 117: That part of Gramercy Place between a southerly extension of the west boundary of Lot 25, NCB 3248, and a line One Hundred Fifty feet (150') east of and parallel to said extension;
- Parcel No. 3A - 138: That part of Lynwood Avenue between a southerly extension of the west boundary of Lot 48, NCB 1774 and a line One Hundred Fifty feet (150') east of and parallel to said extension;
- Parcel No. 3A - 146: That part of Rosewood Avenue between a line running from the southwest corner of Lot 46, NCB 1773, and the northwest corner of Lot 18, NCB 1774, on the west, and a southerly extension of the east boundary of Lot 51, NCB 1773, on the east;
- Parcel No. 3A - 152: That part of Hollywood Avenue between a southerly extension of the west boundary of Lot 48, NCB 1772, and a line One Hundred Fifty feet (150') east of and parallel to said extension;
- ~~Parcel No. 3A - 152:~~ ~~That part of Hollywood Avenue between a southerly extension of the west boundary of Lot 48, NCB 1772, and a line One Hundred Fifty feet (150') east of and parallel to said extension;~~
- Parcel No. 3A - 158: That part of Lullwood Boulevard between a southerly extension of the west boundary of Lot 44, NCB 1771, and a line One Hundred Fifty feet (150') east of and parallel to said extension;
- Parcel No. 3A - 169: That part of Viendo Street described as follows: BEGINNING at the northwest corner of Lot 3, NCB 3932; THENCE; in an easterly direction along the south boundary of Viendo Street to a point, which point is the northeast corner of Lot 4, NCB 3932; THENCE in a northerly direction across Viendo Street to a point Twenty-four feet (24') east of the Southwest corner of Lot 18, NCB 3935; THENCE, in a westerly direction along the north boundary of Viendo Street, a distance of One Hundred Ten feet (110') to a point; THENCE, across Viendo Street in a southwesterly direction to the POINT OF BEGINNING.
- Parcel No. 3A - 172: That part of the alley of NCB 3935 described as follows: BEGINNING at a point Five feet (5') east of the northwest corner of Lot 19, NCB 3935, as measured along the south boundary of said alley; THENCE, in an easterly direction along the south boundary of said alley; THENCE, in an easterly direction along the south boundary of said alley, a distance of One Hundred Five feet (105') to a point; THENCE, across said alley in a northeasterly direction to a point, which point is Ten feet (10') west of the southeast corner of Lot 6, NCB 3935; THENCE, in a westerly direction along the north boundary of said alley to a point, which point is Fourteen feet (14') east of the southwest corner of Lot 4, NCB 3935; THENCE, across the said alley in a southwesterly direction to the POINT OF BEGINNING.
- Parcel No. 3A - 177: That part of Ridgewood Court described as follows: BEGINNING at a point Twenty-five feet (25') east of the northwest corner of Lot 5 NCB 3935, as measured along the south boundary of Ridgewood Court; THENCE, in an easterly direction along the south boundary of Ridgewood Court, a distance of One Hundred Twenty-five feet (125') to a point; THENCE, in a northeasterly direction across Ridgewood Court to a point, which point is Fifteen feet (15') west of the southeast corner of Lot 16, NCB 3940; THENCE, in a westerly direction along the north boundary of Ridgewood Court, a distance of One Hundred Fifty feet (150') to a point, THENCE, across Ridgewood Court in a southwesterly direction to the POINT OF BEGINNING.

Parcel No. 3A - 182:

That part of the alley of NCB 3940 described as follows: BEGINNING at the northwest corner of Lot 17, NCB 3940; THENCE, in an easterly direction along the south boundary of said alley to a point, which point is the northeast corner of Lot 15, NCB 3940; THENCE, in an easterly direction along the south boundary of said alley to a point, which point is the northeast corner of Lot 15, NCB 3940; THENCE, across said alley in a northeasterly direction to a point, which point is Five feet (5') east of the southwest corner of Lot 10, NCB 3940; THENCE, in a westerly direction along the north boundary of said alley to a point, which point is Twenty-seven feet (27') west of the southeast corner of Lot 7, NCB 3940; THENCE, in a southwesterly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 186:

That part of San Francisco Street described as follows: BEGINNING at a point Twenty feet (20') west of the northeast corner of Lot 8, NCB 3940; THENCE, in an easterly direction along the south boundary of San Francisco Street to a point, which point is Ten feet (10') east of the northeast corner of Lot 10, NCB 3940; THENCE in a northerly direction across said San Francisco Street to a point, which point is Ten Feet (10') east of the southwest corner of Lot 14, NCB 7154; THENCE, in said a westerly direction along the north boundary of said San Francisco Street to a point, which point is Sixteen feet (16') west of the southeast corner of Lot 17, NCB 7154; THENCE, in a southwesterly direction across said San Francisco Street to the POINT OF BEGINNING.

Parcel No. 3A - 190:

That part of the alley of NCB 7154 described as follows: BEGINNING at a point Ten feet (10') east of the northwest corner of Lot 16, NCB 7154; THENCE, in an easterly direction along the south boundary of said alley to a point, which point is Twenty-eight feet (28') east of the northwest corner of Lot 14, NCB 7154; THENCE, in a northerly direction across said alley to a point, which point is the southeast corner of Lot 11, NCB 7154; THENCE, in a westerly direction along the north boundary of said alley to a point, which point is Ten feet (10') east of the southwest corner of Lot 9, NCB 7154; THENCE, in a southwesterly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 194:

That part of Pasadena Street described as follows: BEGINNING at a point Ten feet (10') West of the northeast corner of Lot 9, NCB 7154; THENCE, along the south boundary of Pasadena Street in an easterly direction to the northeast corner of Lot 11, NCB 7154; THENCE, across said Pasadena Street in a northeasterly direction to the southeast corner of Lot 14, NCB 7155; THENCE, in a westerly direction along the north boundary of Pasadena Street to the southwest corner of Lot 16, NCB 7155; THENCE, across said Pasadena Street in a southwesterly direction to the POINT OF BEGINNING.

Parcel No. 3A - 198:

That part of the alley of NCB 7155 described as follows: BEGINNING at a point Twenty-five feet (25') east of the northwest corner of Lot 16, NCB 7155; THENCE, in an easterly direction along the south boundary of said alley to the northeast corner of Lot 14, NCB 7155; THENCE, in a northerly direction across said alley to the southeast corner of Lot 13, NCB 7155; THENCE, along the north boundary of said alley in a westerly direction to a point Twenty feet (20') west of the southeast corner of Lot 10, NCB 7155; THENCE, in a southwesterly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 202:

That part of Santa Barbara Street described as follows: BEGINNING at the northwest corner of Lot 11, NCB 7155; THENCE, in an easterly direction along the south boundary of said street to the northeast corner of Lot 13, NCB 7155; THENCE, across said Santa Barbara Street in a northeasterly direction to the southeast corner of Lot 14, NCB 7156; THENCE, in a westerly direction along the north boundary of said Santa Barbara Street to a point Fourteen feet (14') west of the southeast corner of Lot 16, NCB 7156; THENCE, in a southwesterly direction across said Santa Barbara Street to the POINT OF BEGINNING.

Parcel No. 3A - 205:

That part of the alley of NCB 7156 described as follows: BEGINNING at the northwest corner of Lot 15, NCB 7156; THENCE, in an easterly direction along the south boundary of said alley to the northeast corner of Lot 14, NCB 7156; THENCE, in a northerly direction across said alley to the southeast corner of Lot 13, NCB 7156; THENCE, in a westerly direction along the north boundary of said alley to the southwest corner of Lot 12, NCB 7156; THENCE, across said alley ~~to the~~ in a southerly direction to the POINT OF BEGINNING.

Parcel No. 3A - 208:

That part of Santa Anna Street described as follows: BEGINNING at a point which is the northwest corner of Lot 12, NCB 7156; THENCE, in an easterly direction along the south boundary of said street to the northeast corner of Lot 13, NCB 7156; THENCE, across said street in a northeasterly direction to the southeast corner of Lot 14, NCB 7157; THENCE, along the north boundary of said street in a westerly direction ~~in~~ to the southwest corner of Lot 15, NCB 7157; THENCE, in a southerly direction across said street to the POINT OF BEGINNING.

Parcel No. 3A - 211:

That part of the alley of NCB 7157 described as follows: BEGINNING at the northwest corner of Lot 15, NCB 7157; THENCE, in an easterly direction to the northeast corner of Lot 14, NCB 7157; THENCE, across said alley in a northeasterly direction to the southeast corner of Lot 13, NCB 7157; THENCE, in a westerly direction along the north boundary of said alley to the southwest corner of Lot 12, NCB 7157; THENCE, in a southerly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 214:

That part of Santa Monica Street described as follows: BEGINNING at the northwest corner of Lot 12, NCB 7157; THENCE, in an easterly direction along the south boundary of said street to the northeast corner of Lot 13, NCB 7157; THENCE, in a northerly direction across said street to the southeast corner of Lot 14, NCB 7158; THENCE, in a westerly direction along the north boundary of said street to the southwest corner of Lot 15, NCB 7158; THENCE, in a southerly direction across said street to the POINT OF BEGINNING.

Parcel No. 3A - 216:

That part of the alley of NCB 7158 described as follows: BEGINNING at the northwest corner of Lot 15, NCB 7158; THENCE, in an easterly direction along the south boundary of said alley to the northeast corner of Lot 14, NCB 7158; THENCE, in a northerly direction across said alley to the southeast corner of Lot 13, NCB 7158; THENCE, in a westerly direction along the north boundary of said alley to the southwest corner of Lot 12, NCB 7158; THENCE, in a southerly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 218:

That part of Sacramento Street described as follows: BEGINNING at the northwest corner of Lot 12, NCB 7158; THENCE, in an easterly direction along the south boundary of said street to the northeast corner of Lot 13, NCB 7158; THENCE, in a northerly direction across said street to the southeast corner of Lot 14, NCB 7159; THENCE, in a westerly direction along the north boundary of said street to the southwest corner of Lot 15, NCB 7159; THENCE, across said street in a southerly direction to the POINT OF BEGINNING.

Parcel No. 3A - 221:

That part of the alley of NCB 7159 described as follows: BEGINNING at the northwest corner of Lot 15, NCB 7159; THENCE, in an easterly direction along the south boundary of said alley to the northeast corner of Lot 14, NCB 7159; THENCE, in a northerly direction across said alley to the southeast corner of Lot 13, NCB 7159; THENCE, in a westerly direction along the north boundary of said alley to the southwest corner of Lot 12, NCB 7159; THENCE, in a southerly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 223:

That part of McIlvaine Street described as follows: BEGINNING at the northwest corner of Lot 12, NCB 7159; THENCE, in an easterly direction along the south boundary of said street to the northeast corner of Lot 13, NCB 7159; THENCE, across said street in a northerly direction to the southeast corner of Lot 14, NCB 7160; THENCE, in a westerly direction along the north boundary of said street to the southwest corner of Lot 15, NCB 7160; THENCE, in a southerly direction across said street to the POINT OF BEGINNING.

Parcel No. 3A - 225: That part of the alley of NCB 7160 described as follows: BEGINNING at a point, which point is Ten feet (10') west of the southwest corner of Lot 11, NCB 7160; THENCE, in an easterly direction along the north boundary of said alley to the southeast corner of Lot 13, NCB 7160; THENCE, across said alley in a southerly direction to the northeast corner of Lot 14, NCB 7160; THENCE, in a westerly direction along the south boundary of said alley to a point, which point is Ten feet (10') west of the northeast corner of Lot 15, NCB 7160; THENCE, in a northerly direction across said alley to the POINT OF BEGINNING.

Parcel No. 3A - 227: A strip of land Twenty-five feet (25') wide, known as Jerry Drive lying between the east boundaries of NCB 7155, 7156, 7157, 7158, 7159 and 7160 and the west right-of-way line of the S.A. & A.P. Railroad, said strip extending from an easterly extension of the south boundary of Olmos Drive.

AN ORDINANCE 29, 031

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

* * * * *

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

1. The following high bids submitted for purchase of improvements to be moved with some corrections, located on City-owned property, are hereby accepted:

<u>Bidder</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
Ernest Holub	3972 & 3974	311 N.W. 25th.	\$1,277.62
Ernest Holub	4034	2819 Ruiz	507.10
Ernest Holub	4040	2634 Arbor Street	45.60

Buyer shall have forty-five (45) days from date hereof to remove the above improvements and clear the lot. Fences, water wells and casings (if any) are excepted from this sale.

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

<u>Bidder</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
Ernest Holub	3964	308-310 N.W. 26th	\$ 8.56
Ernest Holub	4074	2543 Menchaca	14.25

Buyer shall have forty-five (45) days from date hereof to remove the above improvements and clear lots. Fences, water wells and casings (if any) are excepted from this sale.

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

4. This ordinance makes and manifests a Bill of Sale to the successful bidder named in Paragraphs #1 and #2 hereof to the buildings on which he was successful bidder; subject, however, to the conditions contained in the advertisements for the bids and of the proposals 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 any of the successful bidders named in paragraphs #1 and #2. Time is of the essence of these sales, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

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

N O N E

6. PASSED AND APPROVED this 13th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 032

APPROPRIATING \$26,350.00 OUT OF THE NAMED FUNDS FOR THE PURCHASE OF CERTAIN PARCELS OF LAND AND ACCEPTING VARIOUS EASEMENT DEDICATIONS ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

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

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

a. \$6,900.00 payable to the Commercial Abstract and Title Company as escrow agent for Clara R. Ybarra, Clara N. Ibarra, Minerva I. Martinez, Rodolfo Martinez, Abraham R. Ibarra, Robert R. Ibarra, and Richard R. Ibarra for fee title to Lot 30, Block 4, New City Block 9254, Stephenson Heights Addition, (being a resubdivision of Lots 1 and 22 inclusive), lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas., Parcel No. 4089.

b. \$6,300.00 payable to the Commercial Abstract and Title Company as escrow agent for Domingo C. Davila, Aurora Davila for fee title to all of Lot 3, Block 9, New City Block 8889, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Parcel No. 4072.

c. \$5,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Petra G. Villanueva for fee title to Lot 13, Block 58, New City Block 3656, San Antonio, Bexar County, Texas, Parcel No. 3980.

d. \$8,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Ruben Lozano and Lucia Lozano for fee title to Lot 2, Block 69, New City Block 3667, Lakeview Addition, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Parcel No. 3978.

2. \$100.00 is hereby appropriated out of Sanitary Sewer Improvement and Extension Bonds, 1957, No. 479-14 payable to Alamo Title Company as escrow agent for Willie W. Benavides and wife, Teresa A. Benavides, for a permanent easement over Lot 8, New City Block 11168, San Antonio, Bexar County, Texas, Parcel No. 3564. Mitchell Lake Outfall Project.

3. \$50.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 #479-13 payable to the Security Title and Trust Company as escrow agent for the East End Church of God in Christ represented by George Rankin, Tommie Terry, and E. W. Armstead, Trustees, and the Reverend C. Hammond, Minister, for a permanent easement over, across, under, and upon part of Lot 17, Block 2, New City Block 9536, San Antonio, Bexar County, Texas, Parcel No. 3908. Project No. 9 & 9A.

4. The dedication of the following parcels is hereby accepted:

a. Parcels 4105, 4106, 4107, 4108, 4110, 4111, for Storm Drainage Project 65, 65A, all of which are fully described in the accompanying easement dedication instruments attached hereto and incorporated herein by reference.

b. A permanent easement over, across, under, and upon the East 10 feet of Lot 1, New City Block 8906 from Edna Knox Smith and Orel G. Smith.

5. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29. 033

AMENDING SECTION 60-51 OF THE SAN ANTONIO CITY CODE ENTITLED "ONE-WAY STREETS" AS AMENDED BY ADDING AND DESIGNATING PORTIONS OF CERTAIN OTHER STREETS AS ONE-WAY.

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

1. Section 60-51 of the San Antonio City Code entitled "One-way Streets" as amended is hereby amended to include and designate the following streets as one-way:

<u>Street</u>	<u>Extent</u>
Sacramento	West Bound between the IH-10 Freeway and Fredericksburg Road.
Santa Anna	East Bound Between IH-10 Freeway and Fredericksburg Road.

2. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 034

AUTHORIZING THE PAYMENT OF THE SUM OF \$16,215.69 OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CONSTRUCTED SANITARY SEWERS.

* * * * *

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

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

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

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

1. The following amounts are hereby authorized to be paid out of Sewer Rental Pledged Fund #204, payable to the named parties in full and final settlement of all rights and claims the following named parties are asserting, to collect fees for connections made to particular privately constructed sanitary sewer lines:

- a. \$802.33 payable to Randolph Martin of 4580 S.W. 8th Street, Coral Gable, Florida.
- b. \$331.20 payable to Stewart C. Johnson of 500 Eldon Road, San Antonio, Texas.
- c. \$1,357.81 payable to G. B. Lane of Box 327DD, Route 6, San Antonio, Texas.
- d. \$5,405.04 payable to San Antonio Independent School District of 141 Lavaca Street, San Antonio, Texas.
- e. \$1,800.00 payable to Central Freight Lines, Inc., of P. O. Box 238, Waco, Texas.
- f. \$63.00 payable to Douglas Jones and John A. Bertetti of San Antonio, Texas.
- g. \$130.21 payable to James C. Bell of 1815 La Sombra, San Antonio, Texas.
- h. \$6,326.10 payable to Lee Development Company of P. O. Box 6087, San Antonio, Texas.

2. The settlement agreements signed by the above-mentioned parties are incorporated herein and made a part hereof by reference and are hereby accepted.

3. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 035

AUTHORIZING PAYMENT OF \$742.77 OUT OF
GENERAL FUND ACCOUNT NO. 50-03-01 PAYABLE
TO THE TAX COLLECTOR AND ASSESSOR OF
BEXAR COUNTY AS THE COUNTY'S PRO-RATA SHARE
OF THE AMOUNT RECEIVED IN THE SALE OF
PROPERTY FOR BACK TAXES.

* * * * *

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

1. Payment of \$742.77 is hereby authorized from General Fund Account No. 50-03-01 payable to the Bexar County Tax Collector and Assessor as the County's Pro-rata share of back taxes due on Lot 5, Block 12, New City Block 1916 sold by the City to acquire back taxes due on the said lot.

2. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 036

DIRECTING THE SALE OF PERSONAL PROPERTY
CONSISTING OF 64 BICYCLES, 35 FRAMES AND
1 GO-CART IN THE POSSESSION OF THE
POLICE DEPARTMENT NOT OWNED OR CLAIMED BY
THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 64 bicycles, 35 frames, and one go-cart not owned or claimed by the City; and,

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

WHEREAS, said property, on which there are charges unpaid and due the City, has been in the possession of the Police Department in excess of 60 days and is unclaimed, NOW, THEREFORE:

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

1. Said property consisting of 64 bicycles, 35 frames, and 1 go-cart described in the aforesaid schedule, is hereby ordered to be sold at public auction after ten (10) notice by the publication of this ordinance in the "Commercial Recorder" in which the day, hour and place of the sale shall be given.

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

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interests of the City; said sale of these items is to be held in the Police Storage Basement, at 406 South Laredo, beginning October 29, 1960, at 9:00 a.m. and continuing daily thereafter excluding Sunday, October 30, 1960, until all bicycles and parts listed herein are disposed of.

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

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

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

7. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29. 037 ✓

TERMINATING THE EXISTING CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND CLARENCE L. MABRY, CONCESSIONAIRE FOR THE SAN PEDRO TENNIS CENTER; MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND JAMES W. LANGHAM, CONCESSIONAIRE FOR THE SAN PEDRO TENNIS CENTER FOR THE DEVELOPMENT OF THE SPORT OF TENNIS.

* * * * *

WHEREAS, the existing contract with Clarence L. Mabry, Concessionaire, to operate the San Pedro Tennis Center expires on February 27, 1961; and

WHEREAS, Clarence L. Mabry wishes to terminate the contract for personal business reasons on October 15, 1960; and

WHEREAS, James W. Langham has been recommended to succeed Clarence L. Mabry; NOW, THEREFORE:

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

1. The existing contract between the City of San Antonio and Clarence L. Mabry to operate the San Pedro Tennis Center is hereby terminated.

2. This ordinance makes and manifests a contract between the City of San Antonio, a municipal corporation, of the State of Texas, located in the County of Bexar, herein-after referred to as "City" and James W. Langham, hereinafter referred to as "Con-cessionaire" in words and figures as follows, to-wit:-

W I T N E S S E T H:

3. In consideration of the following covenants and agreements, the City contracts with James W. Langham, Concessionaire, of the San Pedro Tennis Center, with special duties for the expressed purpose of development of the sport of tennis as further provided herein.

4. It is agreed and understood that the Concessionaire of the San Pedro Tennis Center shall operate this facility in accordance with instructions and coordination with the Superintendent of Recreation as approved by the Director of Parks and Recreation. The special duties will be giving clinics at San Pedro Tennis Center and other play-grounds on a timely schedule and handling all details connected with major tennis tournaments in coordination with the Superintendent of Recreation as approved by the Director of Parks and Recreation.

5. As consideration for this agreement the City agrees to pay to the Concessionaire \$3,000.00 per year and in addition thereto, he is granted the right and privilege of operating a tennis equipment shop and giving lessons.

6. The Concessionaire agrees to pay to the City monthly, fifteen per cent (15%) of the gross receipts from all sale of food and drink. This sum shall be payable to the City of San Antonio at the Tax Assessor's and Collector's office by the 10th of every calendar month this contract is in effect for receipts for the previous month.

7. Opening and closing hours for the tennis center shall be regulated by the Director of Parks and Recreation and all personnel expenses incidental to this operation shall be borne by the Concessionaire.

8. The Concessionaire agrees to maintain a complete and accurate set of books, in accordance with accepted accounting principles, showing separate receipts for each type of income; reflecting the entire operation of equipment, food and drink sales, and lessons given.

9. All expenses incurred incidental to the operation of the concessions granted herein and connected with lessons given shall be borne by the Concessionaire. The equipment shop display authorized herein shall be subject to approval of the Director of Parks and Recreation.

10. This contract is for a period of one (1) year beginning October 16, 1960, and terminating October 15, 1961.

11. The Concessionaire shall perform all of the operations herein described subject to all provisions hereof, operate the same subject to such directions and regulations as may from time to time be put into effect by the Director of Parks and Recreation. If, in any instance, the Concessionaire is dissatisfied with any order, direction or decision on the part of the Director of Parks and Recreation, an appeal therefrom may be made to the City Manager, in writing, and the City Manager's decision shall be final.

12. The City reserves the right to cancel all rights and privileges granted herein for failure to perform the operation required according to rules and regulations governing the same of which the City shall be sole judge and the City shall not be liable for any damages on account of cancellation.

13 . Concessionaire shall procure and keep in force a public liability insurance policy naming the City as co-insured and covering liability for Personal injury and property damage resulting from Concessionaire's exercise of the rights granted herein. Limits of liability shall be not less than \$10,000 for any one person and not less than \$5,000 for property damage for any one accident.

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

15. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 038

AUTHORIZING PAYMENT OF \$22,535.00 OUT OF GENERAL FUND ACCOUNT #19-02-01 PAYABLE TO CLAUDE ANIOL & ASSOCIATES FOR THE PLACING OF CIVIC ADVERTISING IN NEWSPAPERS AND NATIONAL MAGAZINES.

* * * * *

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

1. Payment of the total sum of \$22,535.00, out of General Fund Account #19-02-01 to Claude Aniol & Associates for the placing of civic advertising in newspapers and national magazines as designated in the schedule attached hereto and made a part hereof, is hereby authorized.

2. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

September	½ page ad, Sales Meetings edition of Sales Management magazine	\$332.00
November	¼ page, November 14, Life En Espanol magazine	\$340.00
	¼ page, November 28, Life En Espanol magazine	\$340.00
December	¼ page, December 12, Life En Espanol magazine	\$340.00
	¼ page, National Geographic magazine	\$2,155.00
	2 col. x 5", Holiday magazine	\$1,288.00

20 Midwest newspapers, December 4th & 11th, as follows:

- Christian Science Monitor-\$140.00 per ad
- Chicago Tribune-\$410.00 per ad
- Chicago Sun Times-\$230.00 per ad
- Chicago American-\$350.00 per ad
- Cleveland Plain Dealer-\$204.00 per ad
- Cleveland Press-\$190.00 per ad
- Cincinnati Enquirer-\$128.00 per ad
- Cincinnati Post Times-\$116.00 per ad
- Detroit News-\$270.00 per ad
- Detroit Times-\$250.00 per ad
- Detroit Free Press-\$260.00 per ad
- Des Moines Register Tribune-\$230.00 per ad
- Indianapolis Star News-\$186.00 per ad
- Kansas City Star-\$170.00 per ad
- Omaha World Herald-\$150.00 per ad

Minneapolis Star Tribune-\$304.00 per ad
 Milwaukee Journal-\$180.00 per ad
 Milwaukee Sentinel-\$130.00 per ad
 St. Louis Globe Democrat-\$174.00 per ad
 St. Louis Post Dispatch-\$230.00 per ad
 New York Times-\$416.00 per ad
 New York Herald Tribune-\$306.00 per ad
 TOTAL FOR NEWSPAPERS \$10,048.00

January 2 col. x 5", Holiday magazine \$1,288.00

20 Midwest newspapers, January 8th, as follows:

Christian Science Monitor-\$140.00
 Chicago Tribune-\$410.00
 Chicago Sun Times-\$230.00
 Chicago American-\$350.00
 Cleveland Plain Dealer-\$204.00
 Cleveland Press-\$190.00
 Cincinnati Enquirer-\$128.00
 Cincinnati Post Times-\$116.00
 Detroit News-\$270.00
 Detroit Times-\$250.00
 Detroit Free Press-\$260.00
 Des Moines Register Tribune-\$230.00
 Indianapolis Star News-\$230.00
 Kansas City Star-\$170.00
 Omaha World Herald-\$150.00
 Minneapolis Star Tribune-\$304.00
 Milwaukee Journal-\$180.00
 Milwaukee Sentinel-\$130.00
 St. Louis Post Dispatch-\$230.00
 St. Louis Globe Democrat-\$174.00
 New York Times-\$416.00
 New York Herald Tribune-\$306.00
 Total for newspapers \$5,024.00

1/4 page, January 23rd, Life En Espanol magazine \$340.00

February 1/4 page, February 13, Life En Espanol magazine \$340.00

1/4 page, February 27, Life En Espanol magazine \$340.00

4", Travel Directory, Sunset magazine \$360.00

AN ORDINANCE 29, 039

ADOPTING AND RATIFYING THE ORDER OF THE JOINT AIRPORT ZONING BOARD OF THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, TEXAS; AND AMENDING THE AIRPORT ZONING REGULATIONS WHICH CONSTITUTE CHAPTER IV OF THE CITY CODE TO DEFINE "LANDING AREAS", "APPROACH ZONES", "RUNWAY OR LANDING STRIPS", "BASE CIRCLE", "AIRPORT REFERENCE POINT", "ESTABLISHED AIRPORT ELEVATION", "OBJECT", ADOPTING A MAP DESIGNATED "A" AS THE AIRPORT HAZARD AREA FOR SAN ANTONIO INTERNATIONAL AIRPORT; AND ESTABLISHING "APPROACH SURFACE", "TRANSITIONAL SURFACES". "INNER HORIZONTAL SURFACE". "CONICAL SURFACE". "OUTER HORIZONTAL SURFACE" AT INTERNATIONAL AND STINSON MUNICIPAL AIRPORTS, AND AT BROOKS AIR FORCE BASE, KELLY AIR FORCE BASE, AND RANDOLPH AIR FORCE BASE: AND ESTABLISHING HEIGHT RESTRICTIONS PROHIBITING THE ERECTION OF STRUCTURES OVER TWENTY FEET IN CERTAIN AREAS: PROHIBITING THE ERECTION OF STRUCTURES IN BEXAR COUNTY WHICH WOULD REQUIRE AN INCREASE IN ANY MINIMUM FLIGHT ALTITUDE OR CEILING AND VISIBILITY MINIMUM ESTABLISHED BY THE FEDERAL AVIATION AGENCY, PROVIDING FOR THE APPLICATION TO AND ISSUANCE OF BUILDING PERMITS IN HAZARD AREAS BY THE DIRECTOR OF HOUSING AND INSPECTIONS FOR THE CITY OF SAN ANTONIO AND DESIGNATING THE JOINT AIRPORT ZONING BOARD OF THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, TEXAS, AS THE ADMINISTRATIVE AGENCY CHARGED WITH ADMINISTERING AND ENFORCING THE REGULATIONS HEREIN PRESCRIBED.

WHEREAS, ON NOVEMBER 17, 1952, THE JOINT AIRPORT ZONING BOARD FOR THE CITY OF SAN ANTONIO, AND BEXAR COUNTY, TEXAS, DID ADOPT AIRPORT ZONING REGULATIONS FOR THE AIRPORT HAZARD AREAS SURROUNDING San Antonio International Airport, Stinson Municipal Airport, Brooks Air Force Base, Kelly Air Force Base, and Randolph Air Force Base, Kelly Air Force Base, and Randolph Air Force Base; and

WHEREAS, at a subsequent meeting of said Joint Airport Zoning Board on the 7th day of June, 1960, an amendment to said Airport Regulations was considered; and

WHEREAS, after a duly advertised public hearing was held on the amendments to said regulations on Friday, September 23, 1960, said regulations were adopted and amendments thereto were ratified so as to provide additional safe guards for the public safety as a result of the extension of the Northwest - Southeast runway at San Antonio International Airport; NOW, THEREFORE:

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

1. The order of the Joint Airport Zoning Board of the City of San Antonio, County of Bexar, Texas, amending the Airport Zoning Regulations of September 23, 1960, is hereby ratified and approved.

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

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

(4) "Approach Zone" means the land area underlying the approach surface as defined in Section 4-17 (1a).

(19) "Landing Area" means the land area which extends 750 feet to either side of the runway centerline and 1,000 feet beyond each end of each runway at the airport.

(20) "Runway or landing strip" means any area of ground either paved or unpaved designated by the Director of Aviation for the present or future landing or taking-off of aircraft and as shown on the plat of the airport hazard area.

(22) "Base Circle" means a circle whose center is the Airport reference point and whose radius is a distance to that runway and which is the greatest distance from the Airport reference point. The elevation of the base circle is the same as the established airport elevation.

(18) "Airport reference Point" means a point selected at the approximate center of the airport landing area and from which certain of the height limiting imaginary surfaces described herein are referenced.

(21) "Established Airport Elevation" means the elevation in feet above Mean sea level of a point on the landing area designated by the authorities in charge of the airport as the airport elevation and from which certain height limiting imaginary surfaces described herein are referenced.

The following paragraph to be numbered 23 is hereby added:

(23) "Object" means any natural growth or terrain feature or any man-made structure stationary or movable permanent or temporary, including but not limited to buildings, towers, smoke stacks, overhead transmission lines, derricks and poles.

3. Paragraph A of Section 4-15 entitled "Airport Hazard Area - Plats Adopted" is hereby amended by deleting the words "maps No. 1 and 2" and substituting therefor the words "map A adopted by the Joint Airport Zoning Board as the plat of the Airport Hazard Area for San Antonio International Airport."

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

"Except as otherwise provided in this article, no structure or tree shall be erected, altered, allowed to grow, or maintained within the airport hazard area and which will be above the prohibited height as established by and shown on the plat of the airport hazard area, and more particularly described as follows:

(1) SAN ANTONIO INTERNATIONAL AIRPORT:

a. Approach surface: The approach surface is an inclined plane which extends outward and upward at a rate of one foot vertically for every fifty feet horizontally beginning at a distance of 1,000 feet beyond both ends of the runway and at the same elevation as the near end of the runway. It is symmetrical with respect to a vertical plane through the centerline of the runway, and the width measured horizontally at the end adjacent to the runway is 1,500 feet. The width increases at a rate of 250 feet for every 1,000 feet measured horizontally from the end adjacent to the runway. The approach surface continues upward and outward to the limit of the airport hazard area as defined in Map A of Section 4-15 (a), except where more restrictive surfaces take precedence as provided in this section.

b. Transitional Surfaces: The transitional surfaces are inclined planes which extend outward and upward symmetrically from either edge of the landing area and from either edge of the approach surface joining them with the inner horizontal surface, and thereby forming a continuous transition from one surface to the other. The slope of the transitional surface shall be measured in a vertical plane at right angles to the runway centerlines and shall be a rise of one foot vertically for every 20 feet horizontally. At either edge of the landing area the transitional surfaces shall extend upward and outward from a line which is parallel to and at the same gradient with the runway center-axis.

c. Inner Horizontal Surface: The inner horizontal surface is a level plane whose elevation is one hundred fifty feet above the established airport elevation. The outer limit of the inner horizontal surface is a circle with a radius of 30,000 feet from the airport reference point, and the inner limit is the intersection with the approach surfaces and the transitional surfaces.

d. Conical Surface: The conical surface extends outward and upward from the outer limit of the inner horizontal surface at a rate of one foot vertically for every 20 feet horizontally to an elevation of 500 feet above the established elevation of the airport, where it terminates in the intersection with the outer horizontal surface.

e. Outer Horizontal Surface: The outer horizontal surface is a level plane whose elevation is 500 feet above the established airport elevation. The outer limit of the outer horizontal surface is a circle with a radius of 50,000 feet from the airport reference point. The inner limit is the intersection with the conical surface.

(2) STINSON MUNICIPAL AIRPORT, BROOKS AIR FORCE BASE, KELLY AIR FORCE BASE, AND RANDOLPH AIR FORCE BASE, AND-RAND

a. Approach surface: The approach surface is an inclined plane which extends outward and upward at a rate of one foot vertically for every fifty feet horizontally beginning at a distance of one thousand feet beyond both ends of the runway, and at the same elevation as the near end of the runway. It is symmetrical with respect to a vertical plane through the centerline of the runway, and the width measured horizontally at the end adjacent to the runway is 1,500 feet. Each edge of the approach surface diverges outward at a horizontal angle of $7\frac{1}{2}^\circ$ with respect to the extended runway centerline. The approach surface continues outward and upward to the limit of the airport hazard area as defined in Section 4-15 (b) hereof, except where more restrictive surfaces take precedence as provided in this Section.

b. Inner Conical Surface: The inner conical surface extends outward and upward from the Base Circle at a rate of one foot vertically for every 50 feet horizontally to an elevation 150 feet above the established airport elevation, where it terminates in the intersection with the Inner Horizontal Surface described hereinafter.

c. Inner Horizontal Surface: The inner Horizontal surface is a level plane whose elevation is 150 feet above the established airport elevation. The outer limit of the inner horizontal surface is a circle concentric with and twenty-five thousand feet from the Base Circle, and the inner limit is the intersection with the approach surfaces and the inner conical surface.

d. Outer Conical Surface: The outer conical surface extends outward and upward from the outer limit of the inner horizontal surface at a rate of one foot vertically for every twenty feet horizontally to an elevation of five hundred feet above the established elevation of the airport, where it terminates in the intersection with the outer horizontal surface.

e. Outer Horizontal Surface: The outer horizontal surface is a level plane whose elevation is five hundred feet above the established airport elevation. The outer limit of the outer horizontal surface is a circle with a radius of fifty thousand feet from the airport reference point. The inner limit is the intersection with the outer conical surface.

(3) The above height restrictions shall not operate so as to prevent the establishing of objects which are no higher than twenty feet above the natural terrain, with the exception of the restrictions imposed by the Approach Surface.

(4) Where two or more imaginary surfaces or the imaginary surface of two or more airports overlap or exist in the same area, the surface imposing the more stringent height restriction shall prevail and be the applicable restrictions under these regulations.

(5) In addition to the height restrictions imposed by the imaginary surfaces described above, no object shall be established or increased in height within Bexar County whose elevation would require an increase in a final approach minimum flight altitude, or require an increase in any minimum flight altitude or ceiling and visibility minimum established by the Federal Aviation Agency.

(6) In the event the height restrictions described above are less restrictive for a specific instance under consideration than those specified in the Federal Aviation Agency Technical Standard Order N-18, "Criteria for Determining Obstructions to Air

Navigation" or any amendments thereto or any succeeding Federal Aviation Agency criteria, then said criteria shall, in effect, be a part of these regulations and shall, in effect, be a part of these regulations and shall be the applicable restriction hereunder.

(7) The height restrictions imposed herein shall not be construed as preventing the construction or placement of control towers, terminal buildings, structures and objects which in the opinion of the authorities in charge of the airport would not constitute a hazard in the light of their usefulness, necessity and consistency with the purpose of the airport.

5. Section 4-20 of the City Code entitled "Permits" is hereby amended to read as follows:

(1) Before any new object or use may be placed, constructed, or established, for however brief a period of time, or before any existing object or use may be substantially altered, repaired, or replaced, a permit shall be secured from the Department of Housing and Inspections of the City of San Antonio.

(2) No permit shall be granted that would allow the establishment or creation of a hazard as defined in these regulations or that would allow a non-conforming use or object to be made or become higher or become a greater hazard than it was prior to the proposed change or alteration.

(3) All applicants for permits shall ~~furnish~~ furnish all data necessary to determine the conformance with these regulations, and shall be responsible for the accuracy and correctness of said data. Any permit issued which was based on data subsequently found to be erroneous for any reason may be revoked by the Director of Housing and Inspections and the applicant may be required to remove or correct any non-conformance resulting from such a permit. The Director of Housing and Inspections may require any applicant for a permit to furnish a certified statement and/or plat from a registered engineer as to the exact final top elevation and/or location of the applicant's proposed structure or object to be established.

6. Section 4-11 "Joint Airport Zoning Board - Administrative Agency" is hereby amended to read as follows:

The Joint Airport Zoning Board is hereby designated the Administrative Agency charged with administering and enforcing the regulations herein prescribed. Said Board may, however, request the Director of Housing and Inspections for the City of San Antonio to assist said Board in enforcing the terms of these regulations through the building permit section and to decide all applicants for permits. Neither the Joint Zoning Board nor the Director of Housing and Inspections shall have or exercise any of the powers or duties which are under Article 46 (e) 7-10 V. A. C. S. delegated to the Board of Adjustment.

7. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29, 040

TERMINATING THE LEASE BETWEEN THE CITY AND V. A. BLEVINS, DBA TEXAS AVIATION SUPPLY COMPANY, FOR THE USE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF SAID LEASE AGREEMENT IN CONSIDERATION FOR THE PAYMENT OF \$1,666.50 BY SAID LESSEE.

* * * * *

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

1. The lease between the City and V. A. Blevins, dba Texas Aviation Supply Company, for the use of certain premises at International Airport authorized by Ordinance No.28109, passed and approved November 25, 1959, is hereby terminated and cancelled.

2. The City Manager is hereby authorized to execute a release of the obligations of said lease agreement to V.A. Blevins for and in consideration of the payment of \$1,666.50.

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

4. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann

RELEASE OF OBLIGATIONS UNDER LEASE

This agreement, made and entered into this _____ day of _____, 1960, between the CITY OF SAN ANTONIO, Lessor, acting through its Chief Administrative Assistant, pursuant to Ordinance No. 29040, passed and approved the 13th day of October, 1960, and V. A. BLEVINS, dba TEXAS AVIATION SUPPLY COMPANY, Lessee, both parties to that certain lease dated the 25th day of November, 1959, which said lease is incorporated herein by reference, WITNESSETH:

For and in consideration of the payment by Lessee of the sum of ONE THOUSAND, SIX HUNDRED SIXTY-SIX AND 50/100 (\$1,666.50) DOLLARS to the CITY OF SAN ANTONIO, receipt of which is hereby acknowledged, that certain lease between said parties dated the 25th day of November, 1959, and covering the following described property at San Antonio International Airport, Bexar County, Texas, to-wit:

From a point which is in the NW edge of Taxiway 5 (extended) and 1,000.0' from the centerline of Runway 12-30, proceed S 86° 50' W and at an angle of 135° to said NW edge of Taxiway 5, a distance of 1,420.0' to a point;

THENCE N 3° 10' W a distance of 775.0' to the point of beginning for the leased premises;

THENCE S 86° 50' W a distance of 250.0' to the SW corner;

THENCE N 3° 10' W a distance of 400.0' to the NW corner;

THENCE N 86° E a distance of 250.0' to the NE corner;

THENCE S 3° 10' E a distance of 400.0' to the SE corner and point of beginning containing 100,000 square feet.

be and the same is hereby terminated satisfied and released and Lessee has by these presents forever relinquished its right of possession of the above-described premises and does hereby agree that Lessor shall be entitled to retake possession of said premises upon the execution hereof, and does release Lessor from further obligations under said Lease.

It is understood and agreed that as of the _____ day of _____, 1960, said lease is terminated for all purposes.

In witness whereof, the said parties have hereunto set their hands and seals this year and date.

/s/ CHARLES BISSETT
Chief Administrative Assistant
to the City Manager

/s/ V. A. BLEVINS

AN ORDINANCE 29, 041

AUTHORIZING PAYMENT OF \$20,739.00 TO ERNEST
P. KNEUPPER AND ATILANO S. CASTILLO IN
SATISFACTION OF JUDGMENT.

* * * * *

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

1. Payment of the sum of \$10,433.00 out of Account No. 50-03-01, 1960-61 General Fund, is hereby authorized to be made to Ernest P. Kneupper and his attorney, Adrian Spears, in satisfaction of judgment in Cause No. F-109,895, Kneupper, et al vs. City of San Antonio, as modified by judgment of the Supreme Court of Texas in Cause No. A-7670. Payment of said sum represents payment in full of all back salary due the said Ernest P. Kneupper through October 15, 1960.

2. Payment of the sum of \$9,946.00 out of Account No. 50-03-01, 1960-61 General Fund, is hereby authorized to be made to Atilano S. Castillo and his attorney, Adrian Spears, in satisfaction of judgment in Cause No. F-109,895, Kneupper, et al vs. City of San Antonio, as modified by judgment of the Supreme Court of Texas in Cause No. A-7670. Payment of said sum represents payment in full of all back salary due the said Atilano S. Castillo through October 15, 1960.

3. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 042 ✓

AUTHORIZING AN INCREASE IN THE PERSONNEL OF POLICE DEPARTMENT FROM 583 TO 610; AND AUTHORIZING THREE ADDITIONAL POSITIONS OF DETECTIVE- INVESTIGATOR IN THE CLASSIFIED CIVIL SERVICE OF THE SAN ANTONIO POLICE DEPARTMENT.

* * * * *

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

- 1. The authorized strength of the San Antonio Police Department is hereby increased from 583 to 610 personnel.
- 2. The number of Detective-Investigator positions in the classified civil service of the Police Department of the City of San Antonio is hereby increased from 110 to 113.
- 3. PASSED AND APPROVED this 13th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29, 043

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 herein-below designated property, to-wit: (Case NO. 1332) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 14, NCB 11185.
- 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 20th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
. City Clerk

AN ORDINANCE 29, 044

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. 1333) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 47, NCB 10615.

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 20th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29. 045

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. 1338) The rezoning and reclassification of property from "E" Office District to "F" Local Retail District as follows: Lot 4, NCB 12523.

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 20th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 046

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. 1347) The rezoning and reclassification of property from "F" Local Retail District to "B" Residence District as follows: Lots 1 thru 12, inc., Block 3, NCB 12589, Lots 1 thru 6, inc., Block 1, NCB 12587, Lots 1 thru 11, inc. Block 4, NCB 12590.

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 20th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
 City Clerk

AN ORDINANCE 29, 047

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. 1350) The rezoning and reclassification of property from "A" Residence District to "D" Apartment District as follows: Lots 1 and 2, NCB 12420.

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 20th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
 City Clerk

AN ORDINANCE 29, 048



AUTHORIZING THE PAYMENT OF THE SUM OF \$10,228.51 OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHT TO COLLECT FEES FOR CONNECTION TO CERTAIN PRIVATELY CON- STRICTED SANITARY SEWERS.

* * * * *

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

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

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

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

1. The following amounts are hereby authorized to be paid out of Sewer Rental Pledged Fund #204, payable to the named parties in full and final settlement of all rights and claims the following named parties are asserting, to collect fees for connections made to particular privately constructed sanitary sewer lines:

a \$10,000.00 payable to C. L. Browning, Jr., of 903 Basse Road, San Antonio, Texas.

b. \$130.21 payable to Bilbert J. Clark of 1353 Greer, San Antonio, Texas.

c. \$98.30 payable to W. P. Bellino of 131 Aaron Place, San Antonio, Texas.

2. The settlement agreements signed by the above-mentioned parties are incorporated herein and made a part hereof by reference and are hereby accepted.

3. PASSED AND APPROVED this 20th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - - - -

AN ORDINANCE 29, 049

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JESS MCNEEL MACHINERY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO WITH ONE MOTOR GRADER FOR A TOTAL OF \$14,000.

* * * * *

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

1. The attached low qualified bid of Jess McNeel Machinery Corporation, dated October 20, 1960 to furnish the City of San Antonio, Department of Public Works with one Galion #118 Motor Grader for \$14,000.00, less 2%-15 days is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Public Works, Account No. 09-04-02.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - - - -

AN ORDINANCE 29, 050

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DON WITTIG OFFICE FURNITURE COMPANY TO FURNISH THE CITY OF SAN ANTONIO TAX DIVISION WITH CERTAIN INDEXES FOR A TOTAL OF \$1,147.50.

* * * * *

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

1. The attached low qualified bid of Don Wittig Office Furniture Company, dated October 21, 1960, to furnish the City of San Antonio, Finance Department, Tax Division with certain indexes for a total of \$1,147.50, less 1%-10 is hereby accepted.

2. Payment to be made from 1-01 General Fund, Department of Finance, Account No. 06-03-02.

All other bids received are hereby rejected.

4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher

AN ORDINANCE 29, 051

AUTHORIZING THE DIRECTOR OF FINANCE TO SELL TWENTY-FOUR VEHICLES LOCATED AT POLICE DEPARTMENT STORAGE LOT, AND MAKING AND MANIFESTING A BILL OF SALE TO THE SUCCESSFUL BIDDER, DAN MARTIN.

* * * * *

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

1. The following high bid submitted for the purchase of twenty-four vehicles located at the Police Department Storage Lot, 409 South Laredo Street, San Antonio, Texas is hereby accepted:

<u>Bidder</u>	<u>Lots #</u>	<u>Location</u>	<u>Amount</u>
Dan Martin	#1 thru #24	Police Dept. Storage Lot	\$1,200.00

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

3. This ordinance makes and manifests a bill of sale to the successful bidder named in paragraph #1 hereof to the twenty-four vehicles on which he was successful bidder, subject however to the conditions contained in the bid forms and of the proposals of the successful bidder submitted. The terms and conditions of said bid forms and proposals are expressly made a part thereof, and incorporated herein, by reference, and full compliance with such terms and conditions precedent to the acquisition by the successful bidder named in paragraph #1. Time is of essence of these sales and the buyer must comply with said terms and conditions strictly within the time prescribed in said bid forms and proposals.

4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 052

ACCEPTING THE ATTACHED LOW BID OF TEZEL AND COTTER AIR CONDITIONING COMPANY TO RENOVATE STEAM HEATING SYSTEM IN THE MUNICIPAL AUDITORIUM FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION FOR A TOTAL OF \$2,194.00.

* * * * *

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

- 1. The attached low bid of Tezel and Cotter Air Conditioning Company, dated October 11, 1960, to renovate the steam heating system in the Municipal Auditorium, City of San Antonio, Department of Parks and Recreation for a total of \$2,194.00 is hereby accepted.
- 2. Payment to be made from General Fund, 1-01, Department of Parks and Recreation, Account No. 11-03-06.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 053

ACCEPTING THE LOW BID OF MILTON ROBLES TO PAVE SOUTH CROSS PARK (PARKING AREA) FOR THE CITY OF SAN ANTONIO, PARKS DEPARTMENT FOR A TOTAL OF \$2,071.98.

* * * * *

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

- 1. The attached low bid of Milton M. Robles, dated October 18, 1960, to pave South Cross Park (Parking Area) for the City of San Antonio, Department of Parks and Recreation for a total of \$2,071.98 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

Ordinance No. 29,054 in Ordinance Book K K, Page 192

AN ORDINANCE 29, 055

AUTHORIZING ADDITIONAL PAYMENT OF \$233.05 TO COLGLAZIER CONSTRUCTION COMPANY AND \$19,81 TO IRVING S. SELIGMANN, CONSULTING ENGINEER FROM AVIATION FUND #805, ACCOUNT L2-03-02, FOR SERVICES IN CONNECTION WITH THE RUNWAY AND TAXIWAY IMPROVEMENTS AT STINSON MUNICIPAL AIRPORT.

* * * * *

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

- 1. The following additional payments are hereby authorized from Aviation Fund #805, Account 12-03-02, payable to the named parties due to increase in the construction cost of runway and taxiway improvements at Stinson Municipal Airport:
 - a. \$233.05 payable to Colglazier Construction Company.

DEF 1-1-60

b. \$19,81 payable to Irving S. Seligmann, Consulting Engineer.

2. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 056

APPROPRIATING \$60.00 OUT OF STREET PAVING PARTICIPATION BOND FUND NO. 479-11, 1957 SERIES, FOR PAYMENT TO TRINITY TESTING LABORATORIES IN CONNECTION WITH PARTICIPATION PAVING PROJECT NO. 30, 35 AND 36.

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

1. The sum of \$60.00 is hereby appropriated out of Street Paving Participation Bond Fund No. 479-11, 1957 Series, payable to Trinity Testing Laboratories, for soil stabilities tests performed in connection with Participation Paving Projects No. 30, 35 and 36.

2. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 057

CLOSING, ABANDONING, AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM PARTS OF CRANE AND TRENTON STREETS AS THEY ABUTT BLOCK 42, NEW CITY BLOCK 8668 TO THURMAN BARRETT, SR.

WHEREAS, those portions of Crane and Trenton to be closed and abandoned by this ordinance were originally dedicated by Thurman Barrett, Sr. and have never been used by the public as streets; and,

WHEREAS, Thurman Barrett, Sr. has requested that the portion of these streets be abandoned, closed, and Quitclaimed back to him; and,

WHEREAS, all of the City departments and outside agencies concerned have been contacted and agree that the named portions of the said streets are not needed and should be abandoned, closed, and quitclaimed back to Thurman Barrett, Sr.; NOW, THEREFORE:

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

1. Those portions of Crane and Trenton Streets abutting Block 42, New City Block 8668, more fully described in the accompanying Quitclaim Deed which is incorporated herein by reference are hereby closed and abandoned.

2. The City Manager is hereby authorized to Quitclaim the closed and abandoned portions of the said streets to Thurman Barrett, Sr. The said parcels are not to be conveyed or delivered until the replatting of these parcels has been accepted by the Planning Commission.

3. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 058

CLOSING AND ABANDONING ALL OF THE STREETS, ALLEYS, PUBLIC PLACES, AND RIGHTS-OF-WAY IN RITTIMAN ESTATES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO H. P. ORTS IN CONSIDERATION FOR THE DEDICATION OF OTHER STREETS, ALLEYS, PUBLIC PLACES AND RIGHTS-OF-WAY IN WILSHIRE HEIGHTS SUBDIVISION.

WHEREAS, the Subdivision known as Rittiman Estates is to be replatted by the original owner and platter, H. P. Orts, no property every having been sold out of this subdivision; and,

WHEREAS, the developer, H. P. Orts, requests that all of the Streets, alleys and other public places and rights-of-way dedicated in the Rittiman Estates subdivision be closed, abandoned, and Quitclaimed to him in exchange for the streets, alleys and other public places and right-of-way to be dedicated in the plat of Wilshire Estates; NOW, THEREFORE:

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

1. All of the streets, alleys, public places, and rights-of-way dedicated by the accompanying Plat of Rittiman Estates which is incorporated herein by reference to the City of San Antonio, are hereby closed and abandoned. The City Manager is authorized to Quitclaim the same to H. P. Orts in consideration for the dedication by H. P. Orts of other streets, alleys and public places by the replatting of Wilshire Estates subdivision a copy of said plat being attached hereto and incorporated herein by reference. The City Manager will not deliver the Quitclaim Deed until such time as the proper replatting has been approved by the Planning Commission.

2. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 059

ACCEPTING THE OFFER OF \$1,429.00 FROM LOUIS G. CARDENAS FOR THE IMPROVEMENTS LOCATED ON CERTAIN CITY-OWNED RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BILL OF SALE FOR SAID IMPROVEMENTS TO LOUIS G. CARENDAS.

WHEREAS, the City of San Antonio purchased said Right-of-Way from Louis G. Cardenas in conjunction with Storm Drainage Project 58A, 57; and,

WHEREAS, Louis G. Cardenas, former owner of the improvements located at 4322 West Martin Street (Lot 2, Block 58, New City Block 3656) has submitted an offer of \$1,429.00 to purchase said improvements; NOW, THEREFORE:

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

1. The offer of \$1,429.00 submitted by Louis G. Cardenas for the improvements located at 4322 West Martin Street (Lot 2, Block 58, New City Block 3656) is hereby accepted.

2. The City Manager is hereby authorized to execute a Bill of Sale for the improvements located on the above described property to Louis G. Cardenas.

3. The Purchase Agreement, signed by the above-mentioned party is incorporated herein and made a part hereof by reference.

4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 060

APPROPRIATING THE SUM OF \$16,861.00 OUT OF THE NAMED FUNDS FOR THE PURCHASE OF CERTAIN PARCELS OF LAND AND AUTHORIZING THE CITY MANAGER TO CONVEY A PARCEL OF SURPLUS PROPERTY VALUED AT \$100.00 AS FURTHER CONSIDERATION FOR ONE PARCEL.

* * * * *

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

1. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 Account #479-13 for the acquisition of certain parcels of land to be used for the construction of Storm Drainage Project 58A, 57:

a. \$4,020.00 payable to the Commercial Abstract and Title Company as escrow agent for Phil A. Grothues, Individually and as Agent and Attorney-in-fact for Guadalupe Lumber Company, a co-partnership, for an easement and right-of-way over, across, under and upon Lot 23, NCB 9258; Lot 8, NCB 9256; Lot 9, NCB 9256 and Lot 11, NCB 9252, Stephenson Heights Addition, San Antonio, Bexar County, Texas. Project 57, 58A. Parcels No. 4080, 4084, 4085 and 4092.

b. \$2,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Eddie M. Roel and Sophie G. Roel, for an easement and right-of-way over, across, under and upon Lot 10, NCB 9252, Stephenson Heights Addition, San Antonio, Bexar County, Texas, Project 57, 58A. Parcel No. 4093.

c. \$1,800.00 payable to the Commercial Abstract and Title Company as escrow agent for Emilio A. Acuna and Esther D. Acuna, for an easement across Lot 11, NCB 9258, Stephenson Heights Addition, San Antonio, Bexar County, Texas. Project 57, 58A. Parcel No. 4079.

d. \$700.00 payable to the Commercial Abstract and Title Company as escrow agent for Olivia R. Sandoval, For an easement and right-of-way over, across, under and upon Lot 1, NCB 8887, Cenizo Park Addition, San Antonio, Bexar County, Texas. Project 57, 58A. Parcel No. 5078.

e. \$640.00 payable to the Commercial Abstract and Title Company as escrow agent for Rodolfo R. Rodriguez and wife, Luz C. Rodriguez, and Homer Whitt for Whitt Properties, Inc., for fee simple title to a triangular tract from the Northwestern corner of Lot 31, NCB 9254, Stephenson Heights Addition, Unit No. 1, City of San Antonio, Bexar County, Texas. Project 57, 58A. Parcel No. 4088.

2. The sum of \$100.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, payable to the Guaranty Abstract & Title Company, as escrow agent for Paul Colao and wife, Zulema Casanova Colao, for fee title to the Southern portion of NCB 7138, San Antonio, Bexar County, Texas. Project: Storm Drainage #85. Parcel No. 3637.

3. \$2,500.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, payable to the Texas Title Guaranty Company, Inc., as escrow agent for Morris Rosenstein, for a permanent easement over, across, under and upon an irregular portion out of Lot 13, Block 8, NCB 8736, Artesian Gardens Subdivision, City of San Antonio, Texas, containing 18.264 square feet more or less. Project: Storm Drainage 65, 65A. Parcel No. 4109.

✓ 4. The sum of \$4,500.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Account #479-13, payable to J. E. Mylius and wife, Minnie Lee Mylius, for a permanent and temporary easements for underground storm sewer purposes described in the accompanying agreement for easements, which is incorporated herein by reference and authorizing the City Manager to convey by Special Warranty Deed, a surplus parcel of land held in fee by the City, the value of which is \$100.00 and which is fully described in the accompanying field notes, as further consideration for this parcel. Project: Storm Drainage #56. Parcels No. 3809, 3810, 3811 and 3812.

5. \$600.00 is hereby appropriated out of Storm Drainage Improvement Bond Fund, 1957 Series, Account #479-13, payable to the Security Title and Guaranty Company, as escrow agent for H. F. Brown, for fee title to Lots 6 and 7, Block B, NCB 1156, San Antonio, Bexar County, Texas. Project 9 and 9A. Parcel Nos. 3822A and 3823A.

✓ 6. \$1.00 is hereby appropriated out of the Sewer Rental Pledged Fund #204, payable to the Texas and New Orleans Railroad Company, for a license to place a sanitary sewer crossing under their tracks. The license is more fully described in the accompanying license instrument which is incorporated herein by reference.

7. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 061 ✓

AMENDING AND EXTENDING ORDINANCES NO. 27215, 27216, 27217, AND 28202, FOR A PERIOD OF ONE YEAR THROUGH DECEMBER 31, 1961, SUBJECT TO THE SAME TERMS AND CONDITIONS THEREIN.

* * * * *

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

1. Ordinance No. 27117, passed and approved by the City Council on November 26, 1958, and amended by Ordinances No. 27215 and 28202, passed and approved by City Council on January 8, 1959, and December 29, 1959, respectively, manifesting a contract between the City of San Antonio and Jack Carney for the management of Riverside Golf Courts, is hereby amended and extended for a period of one year, through December 31, 1961, subject to the same terms and conditions therein.

2. Ordinance No. 27118, passed and approved by the City Council on November 26, 1958, and amended by Ordinances No. 27216 and 28202, passed and approved by City Council on January 8, 1959, and December 29, 1959, respectively, manifesting a contract between the City of San Antonio and Murray Brooks for the management of Brackenridge Golf Course, is hereby amended and extended for a period of one year, through December 31, 1961, subject to the same terms and conditions therein.

3. Ordinance No. 27119, passed and approved by the City Council on November 26, 1958, and amended by Ordinances No. 27217 and 28202, passed and approved by the City Council on January 8, 1959, and December 29, 1959, respectively, manifesting a contract between the City of San Antonio and William Bouble for the management of Willow Springs Golf Course, is hereby amended and extended for a period of one year, through December 31, 1961, subject to the same terms and conditions therein.

4. PASSED AND APPROVED This 27th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 062

APPROPRIATING \$400.00 OUT OF FUND 481, ALLEY PAVING CONSTRUCTION FUND, FOR REIMBURSEMENT TO THE GENERAL FUND DUE TO ADDITIONAL COST OF ALLEY PAVING PROJECT 8A.

* * * * *

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

1. The sum of \$400.00 is hereby appropriated out of Fund 481, Alley Paving Construction Fund, for reimbursement to the General Fund due to additional costs of paving in Alley Paving Project 8 A.

2. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 063

AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF THE SPECIAL CURBING ASSESSMENT LIEN ON PROPERTY OWNED BY JAY SEEFELD IN CONSIDERATION OF THE PAYMENT OF \$122.51.

* * * * *

WHEREAS the City levied certain assessment for the curbing of certain portions of Broadway on abutting owner in Ordinance #26978 passed and approved October 2, 1958; and,

WHEREAS the assessment levied against Jay Seefeld on Lot 1, NCB 9151 amounted to \$117.00, plus interest thereon; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a release of the assessment lien on property owned by Jay Seefeld, namely, Lot 1, NCB 9151, San Antonio, Bexar County, Texas, in consideration of the payment by said party of \$122.51.
2. The Release is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

RELEASE OF LIEN

THE STATE OF TEXAS)
(
COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, State of Texas, levied a curbing assessment lien against the property of JAY SEEFELD, said property having frontage on Broadway in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

Lot 1, New City Block 9151, San Antonio, Bexar County, Texas.

THAT said lien was based on assessment rate of \$1.00 per front foot on Broadway for the purpose of constructing curbing improvements and that said lien was levied in Ordinance No. 26,978, passed and approved by the City Council of the City of San Antonio on October 2, 1958; and as amended by Ordinance No. 28,204 passed and approved December 30, 1959; that a total lien of \$117.00 was levied upon the property of JAY SEEFELD In said ordinance, said property constituting Lot 1, New City Block 9151, located within the City Limits of San Antonio, Bexar County, Texas.

THAT the aforementioned curbing assessment lien is recorded in the Deed of Trust Records of Bexar County, Texas, and is to be found therein in Volume 4212, Page 151 and Volume 4402, Page 203.

NOW, THEREFORE, for and in consideration of the payment of \$117.00, plus 7% interest from January 1st, 1960, the receipt of which is hereby acknowledged, the CITY OF SAN ANTONIO, acting by and through its Chief Administrative Assistant, pursuant to and authorized by Ordinance No.29063, of which this release is a part, does hereby release and discharge and by these presents does hereby forever release and discharge the curbing assessment lien levied against JAY SEEFELD, Lot 1, New City Block 9151, San Antonio, Bexar County, Texas , and no others.

EXECUTED this 27th day of October, A.D., 1960.

/s/ Charles F. Bissett
Chief Administrative Assistant to
the City Manager

AN ORDINANCE 29, 064 ✓

AUTHORIZING THE PAYMENT OF THE SUM OF \$4,122,31 OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CONSTRUCTED SANITARY SEWERS.

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

WHEREAS, it has also been the policy of the City to co-operate with said parties in the recovery of theri capital outlay and expense to charge fees for connections to said lines until the costs of construction of said lines, by allowing siad private parties to charge fees for connections to said lines until the costs of construction were recovered; and,

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

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

1. The following amounts are hereby authorized to be paid out of Sewer Rental

Pledged Fund #204, payable to the named parties in full and final settlement of all rights and claims the following named parties are asserting, to collect fees for connections made to particular privately constructed sanitary sewer lines:

a. \$107.10 payable to Alfonso Armenante of 2304 Saunders Ave., San Antonio, Texas.

b. \$4,015.10 payable to Mrs. Nora Houston Shearer, Independent Executrix of the Estate of Howard J. Shearer, of Box 77-R, Route 10, San Antonio, Texas.

2. The settlement agreements signed by the above-mentioned parties are incorporated herein and made a part hereof by reference and are hereby accepted.

3. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 065

GRANTING PERMISSION TO MARS PLUMBING SUPPLY COMPANY TO CONSTRUCT A FENCE 9 FEET IN HEIGHT ON LOTS 1, 2, 3, 7, 8 AND 9, NCB 878.

WHEREAS Mars Plumbing Supply Company must keep certain type of fittings and fixtures on Lots 1, 2, 3, 7, 8 and 9, NCB 878, therefore they request permission to construct a fence 9 feet in height to prevent theft of such property; and,

WHEREAS the Department of Building and Inspections has no objection to this request, NOW, THEREFORE,

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

1. Permission is hereby granted to Mars Plumbing Supply Company to construct a fence 9 feet in height on Lots 1, 2, 3, 7, 8 and 9, NCB 878.

2. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

CHANGING THE DATE OF THE MEETING OF THE CITY COUNCIL REGULARLY SCHEDULED FOR NOVEMBER 24, 1960 TO NOVEMBER 23, 1960.

WHEREAS, the City Council holds its regularly scheduled meeting on Thursday of each week; and

WHEREAS, Thursday November 24, 1960 is Thanksgiving Day and a legal holiday; NOW, THEREFORE:

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

1. That the meeting of the City Council regularly scheduled for Thursday, November 24, 1960 be and is hereby changed and shall be held on Wednesday, November 23, 1960 at 8:30 a.m.

2. That this change in the date of meeting of the City Council shall apply only to that meeting regularly scheduled for Thursday, November 24, 1960.

3. PASSED AND APPROVED this 27th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 066 ✓

ACCEPTING THE LOW BID OF D. F. ORTS CONSTRUCTION COMPANY IN THE AMOUNT OF \$879,200.00 AUBMITTED AND OPENED OCTOBER 14, 1960, FOR ADDITIONS AND ALTERATIONS TO THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT SUBJECT TO THE APPROVAL OF THE REDERAL AVIATION AGENCY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING \$879,200.00 PAYABLE TO D. F. ORTS CONSTRUCTION COMPANY AND \$16,070.25 PAYABLE TO ATLEE B. AND ROBERT M. AYRES, CONSULTING ARCHITECTS, OUT OF INTERNATIONAL AIRPORT CONSTRUCTION FUND NO. 803; AND APPROPRIATING \$160,000.00 OUT OF UNAPPROPRIATED SURPLUS OF FUND NO. 8-01 INTERNATIONAL AIRPORT REVENUE FUND PAYABLE TO FUND NO. 803-04 INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND.

* * * * *

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

1. The low bid of D. F. Orts Construction Company in the amount of \$879,200.00 which was submitted prior to and opened on October 14, 1960, for the construction of additions and alterations to the Terminal Building at International Airport is hereby accepted subject to the approval of said action by the Federal Aviation Agency.
2. The City Manager is hereby authorized to execute a contract with D. F. Orts Construction Company for the work of the project outlined in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of International Airport Construction Fund No. 803 in connection with the contract authorized in Paragraph 2 above:
 - a. \$879,200.00 payable to D. f. Orts Construction Company.
 - b. \$16,070.25 payable to Atlee B. and Robert M. Ayres, Consulting Architects.
5. The sum of \$160,000.00 is hereby appropriated out of Unappropriated Surplus of Fund No. 8-01 International Airport Revenue Fund payable to Fund No. 803-04 International Airport Bond and Construction Fund.
6. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 067 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TOBIN MAP CO., FOR THE LEASE OF CERTAIN PREMISES AT STINSON MUNICIPAL AIRPORT FOR A FIVE-YEAR PERIOD.

* * * * *

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

1. The City Manager is hereby authorized to execute an agreement with Tobin Map Company for the lease of certain premises at Stinson Municipal Airport for a five-year period.
2. The lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)

COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter called "Lessor"), and TOBIN MAP CO. (hereinafter called "Lessee"), with its principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

1. Lessor hereby leases unto Lessee the following premises (hereinafter called the "leased premises"), located at Stinson Municipal Airport, San Antonio, Texas:

A. Plot "D" described as follows:

BEGINNING at a point which is 43 feet from the Southeast wall of Hangar 4 and 35.7 feet from the Southwest wall of Hangar 4,

THENCE Proceed parallel to the Southwest wall of Hangar 4 North 41 degrees 44' West a distance of 202.75 feet to a corner,

THENCE proceed North 48 degrees 16' East a distance of 150.0 feet to a corner,

THENCE proceed South 41 degrees 44' East a distance of 202.75 feet to a corner,

THENCE proceed South 48 degrees 16' West a distance of 150.0 feet to the point of beginning and containing 30,412.5 sq. ft. more or less.

B. The City-owned hangar located on Plot "D" and known as Hangar 4 and also as Building 605.

The above described premises are designated as Plot "D" and Hangar 4 ~~and also~~ on Exhibit 1, and a list of installed property owned by Lessor is shown on Exhibit 2, all of which are attached hereto and made a part hereof.

2. Lessee, subject to the faithful performance by Lessor of the covenants and conditions herein, is hereby granted the option of renewal of this lease on like terms and conditions for one renewal period of two years, commencing with the expiration of the base term of this agreement. In the event Lessee shall elect to exercise such renewal option, he shall give written notice of such election to Lessor by registered mail, not less than thirty (30) days prior to the expiration of the base term of this agreement. Such letter shall be addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time.

It is understood and agreed that any language to the contrary notwithstanding, this Renewal Option is contingent, however, as follows: If Lessee elects to renew this Lease Agreement following the expiration of the base term of five (5) years, said lease during such renewal period, may be and is subject to re-negotiation of terms in the event and only in the event during such renewal period, the City of San Antonio should institute a Bond Improvement Program for financing or enlarging of any or all of the Aviation facilities at Stinson Municipal Airport.

3. Lessee agrees to pay a monthly rental of \$190.00 per month, payable in advance on the first day of each month, beginning with the first day of August, 1960. Provided, however, that for the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly Indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The Computation for said adjustment shall be as follows:

The initial annual rental set forth above shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then existing annual rental payment. All index figures used must be final preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 169.8, being for figures prior to and including February, 1960; the similar average for indices for Wholesale Prices - All Commodities is 119.4, being for figures prior to and including February, 1960; the common average for the two averages above is 144.6. All calculations to determine increases or decreases shall use this common average as their base.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research. It is expressly understood that Lessee may not engage in the sale of gasoline or other fuels other than engine oil from Lessor.

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

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

5. Lessee expressly covenants and agrees as follows:

A. No building shall be constructed within fifty (50) feet of the boundary lines of the leased premises, and all improvements constructed by Lessee will comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

B. Lessor will at its expense place and maintain the foundation, outer wall, and roof of all improvements in a good state of repair, and will make at its expense all necessary major structural repairs not caused by the willful or wrongful acts of Lessee. A condition status report is attached to this lease as Exhibit 3, and made a part hereof and Lessee shall maintain said premises and at the end of this lease or any renewal thereof, return said premises to Lessor in a comparable or better condition, subject only to depreciation from normal wear and tear and loss due to fire, the elements and acts of war.

C. Lessee will remove all waste and garbage from the leased premises and agrees not to deposit waste or barbage on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with the collection and removal thereof.

D. Lessee will erect no additional signs or advertising matter without the consent of Lessor.

E. Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by any other lawful authority to insure the safe and orderly conduct of operations and traffic to, from or upon the leased premise.

F. Lessee will not directly or indirectly assign, sublet, sell, hypothicate or otherwise transfer this lease or any portion of the leased premises without written consent of Lessor; SAVE AND EXCEPT, however, Lessee may and is hereby authorized to rent hangar space to individuals, groups, firms or corporations on a day to day, week to week, month to month, or annual basis, subject to the superior right of the City to oust any such subtenant in the event that the City should terminate this lease under any provision here made, or without cause, upon thirty days notice to Lessee.

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

H. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand, of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 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 this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

J. 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.

K. Lessee shall cause all improvements owned by Lessor on the leased premises to be kept insured in an amount not less than the sum of \$12,000 against the perils of fire, extended coverage, and vandalism, and in amount customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing the damage done to said improvements, or in the case of their destruction or the destruction of any part thereof, the cost of reconstruction thereof. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall name Lessor as co-insured, shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance. If during said term the hangar building, which constitutes a portion of the leased premises, be totally destroyed by any means whatsoever, then this lease shall terminate. Should however, said building or leased premises be only partially damaged from any cause, so as to become untenable, then it shall be optional with Lessor to restore said premises to its former condition, provided Lessor gives to Lessee written notice of the exercise of such option within thirty (30) days after the occurrence of such damage, in which case Lessor shall proceed with due diligence with such repair, and until the premises are thus repaired, there shall be an abatement of said rent to the extent to which the leased premises, or part thereof, are rendered untenable. Should Lessor not exercise the option to repair, then this lease and the terms created hereby shall immediately cease and terminate.

L. Lessee acknowledged that he has examined the buildings and knows the condition thereof and that their condition is reflected in the status report attached to this agreement.

M. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Two-Thousand Dollars (\$2,000) conditioned on the faithful performance of all conditions and covenants of this lease.

N. Upon the expiration of or termination of this lease, all buildings, structures, permanent fixtures and building improvements installed, erected, or placed by Lessee in, on, or about the leased premises, shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to affect such removal; provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements.

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

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

O. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other termination of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such

~~liquidated-damages-for-such-holding-over,-a-sum-equal-to-three-times-the-monthly-rental provided-for-here~~

liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession, nor shall it constitute a waiver by Lessor of its right to immediate possession.

6. Lessor may cancel this lease by giving Lessee thirty (30) days written notice, upon or after the happening of any one of the following events:

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

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

7. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

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

9. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at Stinson Municipal Airport, San Antonio, Texas.

EXECUTED this day of , 1960.

CITY OF SAN ANTONIO Lessor

By _____

TOBIN MAP CO. Lessee

By _____

AN ORDINANCE 29, 068 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MADALENE CAIN DBA AIRPORT SERVICE STATION FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A ONE-YEAR PERIOD.

* * * * *

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

- 1. The City Manager is hereby authorized to execute an agreement with Madalene Cain

for the lease of certain premises at International Airport for a one-year period.

2. The lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
 (
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and MADALENE CAIN, dba Airport Service Station an individual, (hereinafter called "Lessee"), with her principal office and place of business at San Antonio, Texas.

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at the San Antonio International Airport, (hereinafter called "Airport"), San Antonio, Bexar County, Texas.

- A. The frame service station building known as Building 62, located at the corner of South Terminal Drive and East Terminal Drive.
- B. A plot of ground upon which said Building 62 is situated, and measuring 135' x 100'.

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

2. The lease is for a term of One (1) year, commencing on the first day of August, 1960.

3. Lessee shall pay to Lessor the following rentals and commissions:

- A. For the facilities and improvements as shown on Exhibit 1, a rental of \$500.00 per year.
- B. For each gallon of gasoline sold or used on the leased premises, a commission of \$0.05 per gallon.

4. 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 August, 1960.

5. The leased premises shall be used solely for purposes connected with the operation of an Automotive Service Station, including the sales of automotive fuels, lubricants and service, and no other activity may be carried on therein.

6. Lessee expressly covenants and agrees as follows:

A. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar premises on said Airport. In this connection, Lessee will keep the leased premises clean and in good repair.

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

C. Lessee will erect no signs or advertising matter without the consent of Lessor.

D. Lessee's officers, agents, employees, and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by other lawful authority, to insure the safe and orderly conduct of operations and traffic on the Airport.

E. Lessee will not, directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written consent of Lessor.

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

G. Lessee agrees to indemnify and hold lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligations hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in a minimum sum of \$50,000 for one person and \$100,000 for two or more persons and in addition thereto carry a minimum of \$25,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy, and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

I. Lessee will conduct its business in a proper and first class manner at all times.

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

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.
- (9) Commercial Aviation Activities

K. Lessee acknowledges that he has examined the premises and knows the condition thereof, and accepts the premises in its present condition.

L. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of One Thousand (\$1,000) Dollars conditioned on the faithful performance of all conditions and covenants of this lease.

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

7. Lessee agrees that during the entire time this lease is in effect he will carry fire and extended coverage insurance on the leased premises in an amount not less than \$2,000, and said insurance shall name the Lessor as co-insured. Said insurance shall be with a responsible company acceptable to Lessor.

8. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time this lease is in effect.

9. Lessor may cancel this lease by giving Lessee thirty (30) days written notice, upon or after the happening of any of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provision of any re-organization act.

D. The appointment of a receiver of Lessee's assets.

E. Any assignment of Lessee's assets for the benefit of creditors.

F. The taking of Lessee's leasehold interest by execution or other process of law.

G. The divestiture of Lessee's estate herein by other operation of law.

H. The default by Lessee in the performance of any covenant or agreement herein contained and failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same.

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

10. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

11. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

12. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City Hall, San Antonio, Texas or to such other address as may be 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 International Airport, San Antonio, Texas.

EXECUTED THIS day of , 1960.

CITY OF SAN ANTONIO Lessor

BY _____

MADALENE CAIN Lessor

BY _____

AN ORDINANCE 29, 069

AUTHORIZING THE CITY MANAGER TO EXECUTE A
LEASE AGREEMENT WITH TRANS-TEXAS AIRWAYS, INC.,
FOR USE OF CERTAIN PREMISES AT INTERNATIONAL
AIRPORT FOR A ONE-YEAR PERIOD.

* * * * *

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

1. The City Manager is hereby authorized to execute a lease agreement with Trans-Texas Airways, Inc., for the use of certain premises at International Airport for a one-year period.

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

3. PASSED AND APPROVED this 27th day of October, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and TRANS-TEXAS AIRWAYS, INC., A corporation incorporated under the laws of the State of Texas, (hereinafter called "lessee").

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas:

- A. A total of 200 square feet in building 32;
- B. Building 34 comprising a total of 163 square feet;
- C. A total of 150 square feet of apron space immediately North of said space in Building 32, for parking of ramp vehicles;

All as shown on Exhibit 1, which is attached and made a part hereof.

2. This lease is for a term of one (1) year commencing the 1st day of July, 1960.

3. Lessee agrees to pay to Lessor a rental of \$300.00 per year for the above mentioned premises.

4. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the yearly rent due hereunder on the first day of each and every month for the preceding month, and beginning with the first day of July, 1960.

5. Should any provision of this lease agreement be in conflict with a provision of the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor, the provisions of said Certificated Passenger Airlines Lease shall prevail, so long as said Certificated Passenger Airlines Lease shall prevail, so long as said lease is valid.

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

A. To engage in the business of a certificated passenger airlines, including related activities and rights as set forth in the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor, so long as said lease is valid.

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

7. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time lease is in effect.

B. No new building shall be constructed and no existing building shall be extended on, or adjacent to, the leased premises, and all inside improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such improvements in City - owned premises shall have the prior written approval of Lessor.

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practices and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

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

E. Lessee will erect no signs or advertising matter without the consent of Lessor.

F. Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by other lawful authority, to insure the safe and orderly conduct of operations and traffic on the Airport.

G. Lessee will not, directly or indirectly, assign, sub-let, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written

consent of Lessor.

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

I. Lessee agrees fully to indemnify, and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property resulting from the use or occupancy of the said leased premises by Lessee; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligency of Lessor, its agents, or employees; and provided further that Lessor shall give the Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of its own interest. Lessee agrees to carry, and keep in force, public liability insurance covering personal injury and property damage. Without limiting its liability as aforesaid lessee agrees to carry and keep in force such insurance with limits of liability for personal injury in a sum not less than \$50,000 for any one person, and \$1,000,000 for any one accident, and for property damage in a sum not less than \$200,000.

J. Omitted.

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

- (1) Ground Transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.
- (9) Commercial aviation sales, services and other activities except as permitted by the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor.

L. Lessee acknowledges that he has examined the premises and knows the condition thereof, and that Lessee accepts the premises in its present condition.

M. Omitted

N. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such Holding over shall comply with and perform all obligations imposed on Lessee by this lease.

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

8. The Lessor may cancel this Agreement by giving Lessee sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and the its assets pursuant to proceedings brought under the provisions of any Federal re-organization act; provided that such jurisdiction is not vacated or the proceedings stayed within thirty (30) days;
- E. The divestiture of Lessee's estate herein by other operation of law;
- F. The abandonment by Lessee of its conduct of air transportation at the Airport for a period of 90 days.
- G. The default by Lessee in the performance of any covenant or agreement

herein required to be performed by Lessee other than failure to pay rentals, fees and charges when due, and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from the Lessor of written notice to remedy the same; provided, however, that no notice of cancellation as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.

H. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part of parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the carrying of passengers, cargo, property and United States air mail.

No waiver of default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this lease.

9. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

10. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which was has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

11. Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at International Airport, Houston 17, Texas.

EXECUTED THIS _____ day of _____, 1960.

CITY OF SAN ANTONIO Lessor

BY _____

TRANS-TEXAS AIRWAYS, INC. Lessee

BY Jack K. Ayer, Vice President
Public Affairs

AN ORDINANCE 29, 070 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOCONY MOBIL OIL CO., INC. FOR THE LEASE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A FIVE-YEAR PERIOD.

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

1. The City Manager is hereby authorized to execute an agreement with Socony Mobil Oil Co., Inc. for the use of certain premises at International Airport for a five-year period.
2. The lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED the 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN-ORDINANCE

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter called "Lessor"), and SOCONY MOBIL OIL COMPANY, INC., A Corporation Lessee, (hereinafter called "Lessee".)

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at the San Antonio International Airport (hereinafter called "airport"), San Antonio, Bexar County, Texas:

From a point at the intersection of the centerlines of South Terminal Drive and West Terminal Drive proceed S 1° 8' 11" E, 182.0', to a point; thence S 88° 51' 49" W, 990.0' to the point of beginning for the leased parcel;

THENCE S 1° 8' 11" E, 200.0' to the Southeast corner;

THENCE S 88° 51' 49" W, 140.0' to the Southwest corner;

THENCE N 1° 8' 11" W, 200.0' to the Northwest corner;

THENCE N 88° 51' 49" E, 140.0' to the Northeast corner and point of beginning, the whole containing 28,000 square feet, more or less.

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

2. This lease is for a term of five (5) years, commencing on the 1st day of August, 1960, and ending on the 31st day of July, 1965. It is agreed, however, that the Lessee shall have the right to extend this lease for one (1) additional term of five (5) years, by giving Lessor written notice of its election to exercise this right of extension at least thirty (30) days before the expiration of the original term. Notice may be given personally or deposited in the United States mails, properly addressed to the Lessor with postage prepaid.

3. For the lease plot shown on Exhibit 1 and containing 28,000 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

4. The rental above provided for shall be paid monthly in a sum equal to one-twelfth (1/12) of the yearly rental due hereunder in advance on the first day of each and every month beginning with the first day of August, 1960; provided, however, that notwithstanding the foregoing, no rentals hereunder shall commence to accrue until the all-weather roadway provided for in Article 6D has been constructed and made available to Lessee.

5. For the next twelve (12) month following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly indices of (a) Aggregate Weekly Payrolls in Manufacturing and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth in paragraph three (3) shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be re-defined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or basis of indices. As of the date of this agreement, the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 170.4, being for figures prior to and including March, 1960; the similar average for indices for Wholesale Prices - All Commodities is 119.4, being for figures prior to and including April, 1960; the common average for the two averages above is 144.9. All calculations to determine increases or decreases shall use this common average as their base.

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

A. To use, in common with others, all public Airport facilities in such a manner as may be necessary or convenient to the conduct of Lessee's business. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

C. Lessee shall have quiet enjoyment and peaceable possession of the leased premises during the term hereof.

D. Lessee shall have the non-exclusive use of all-weather roadway to the fuel storage area for ingress and egress. Said all-weather roadway shall be constructed or otherwise provided by the Lessor, and maintained so as to provide an adequate and continuous access to the fuel storage area for the purpose provided herein.

E. Lessee shall be obligated and hereby agrees to construct a continuation of the all-weather access roadway to be provided by Lessor under Article 6-D above, for the entire length of frontage of the leased premises on the right-of-way for said extension, and as indicated on Exhibit One (1) hereof. In the event that another fuel storage tenant has frontage on the same portion of said right-of-way, said tenant and the Lessee hereunder shall share equally the cost of the roadway extension on said portion of right-of-way. Construction and width of such extension shall be equal to the access roadway provided by Lessor. Lessee further agrees that any extension of the access roadway provided by Lessor. Lessee further agrees that any extension of the access roadway constructed by Lessee as provided above, shall be available for the passage of vehicles of other fuel storage tenants or of vehicles serving said tenants. Until such time as said access roadway and extensions thereto are further extended by Lessor to provide access to other areas of the Airport, maintenance of said extensions constructed by Lessee shall be the responsibility of Lessee, and thereafter shall become the responsibility of Lessor.

F. Lessee agrees to construct adequate fencing on all sides of the leased premises.

7. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be solely for the bulk storage and distribution of fuels and lubricants, and for no other purposes whatever. Such use and occupancy, and any and all improvements, equipment, appurtenances and construction therefor shall comply with all codes, rules, regulations, Ordinances, and laws of all lawful authorities regulating such usage, appurtenances, and construction.

B. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time this lease is in effect.

C. Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, will mow grass and weeds, and will not allow parts, crates, junk, or any other materials to accumulate in such a manner as to be unsightly or hazardous.

D. Lessee will remove all waste and garbage from the leased premises and agrees not to deposit waste or garbage on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with the collection and removal thereof.

E. Lessee will erect no signs or advertising matter without the consent of the Lessor, provided Lessor will not unreasonably withhold its consent to the erection of signs which do not create a hazard to the operations of said Airport.

F. Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by other lawful authority, to insure the safe and orderly conduct of operations and traffic on the Airport.

G. Lessee will not, directly or indirectly, assign, sub-let, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the written consent of Lessor, provided Lessor will not unreasonably withhold its consent to the sub-leasing of the above premises to Petroleum Products Dealers who have been licensed by the City of San Antonio to supply petroleum products to the customers of the Airport premises.

H. Lessee will pay all taxes and assessments lawfully levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of

Lessee located on the leased premises. Lessee expressly covenants and agrees to pay all such assessments and taxes before they become delinquent. Lessee shall have the right to contest any assessment or taxes levied on the personal property of Lessee located on the leased premises, and while Lessee is actively contesting such assessment or taxes, Lessee shall not be in default, under this section of this agreement.

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. Notwithstanding the foregoing, it is understood that Lessee shall not be responsible, nor indemnify or hold Lessor harmless from loss, claims or demands resulting from the acts of omissions of Lessor, its agents, employees, representatives or contractors.

J. Lessee acknowledges that he has examined the premises and knows the condition thereof, and accepts the premises in its present condition.

K. Upon the expiration or other termination of this lease, all building, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period, Lessor, at its election, shall have the right to do either of the following: (1) remove such improvements and Lessee hereby expressly covenants to pay the actual cost of such removal; or (2) take title to such improvements in lieu of having them removed.

L. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the normal expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee deliberately remain in possession without Lessor's consent after the normal expiration of this lease without Lessor's consent after the normal expiration of this lease, Lessor as shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession, shall not constitute a waiver by Lessor of its right to immediate possession.

M. Lessee agrees to pay any and all costs arising in connection with utilities used or installed by it on the leased premises. Provided, however, Lessor at its expense agrees to make available at the boundary of leased premises, normal electric power within thirty (30) days following Lessee's request therefor.

8. Lessor may cancel this lease by giving Lessee thirty (30) days written notice, upon or after the happening of any one of the following events:

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

No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default, provided, however, Lessor's right to cancel this lease must be exercised within one hundred twenty (120) days from the date Lessee tenders the rental to Lessor.

9. During time of war or national emergency, Lessor shall have the right to lease the landing area or any ~~part~~ thereof to the United States for Government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

10. Sponsor's Assurance Subordination. This lease shall be surordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or sub-stancially destroy the commercial value of such improvements Lessor shall lease similar premises, if available, to Lessee, and if similar premises are not available, either party may cancel this lease.

11. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage pre-paid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage pre-paid, addressed to _____, or to such other place or places as Lessor may hereafter designate in writing to Lessor.

EXECUTED this _____ day of _____, 1960.

CITY OF SAN ANTONIO LESSOR

BY _____

SOCONY MOBIL OIL COMPANY, INC. Lessee

BY _____

AN ORDINANCE 29, 071 ✓

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANTONIO: PROVIDING FOR THE ADOPTION OF THE RULES AND REGULATIONS AND STANDARDS FOR THE INSPECTION OF MEAT, MEAT PRODUCTS, AND MEAT FOOD PRODUCTS PROMULGATED BY THE COMMISSIONER OF HEALTH OF THE STATE OF TEXAS AS APPROVED BY THE STATE BOARD OF HEALTH OF THE STATE OF TEXAS TO ENABLE ANY ESTABLISHMENT IN THE CITY OF SAN ANTONIO IN WHICH MEAT, MEAT PRODUCTS, AND MEAT FOOD PRODUCTS ARE PREPARED OR PROCESSED FOR HUMAN CONSUMPTION UPON MEETING SUCH STANDARDS TO USE THE "TEXAS STATE APPROVED MEAT FOR HUMAN FOOD" LABEL ON MEAT AND MEAT FOOD PRODUCTS PREPARED OR PROCESSED BY SUCH ESTABLISHMENT; PROVIDING FOR FEE CHARGES TO PACKERS COMMENSURATE TO THE COST OF INSPECTION FURNISHED THEM; AND DECLARING AN EMERGENCY.

* * * * *

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

1. That Chapter 22 of the Code of Ordinances, City of San Antonio, be, and the same is hereby amended by adding thereto the following section, which shall read as follows:

Section 22-26: ADOPTION OF RULES AND REGULATIONS OF COMMISSIONER OF HEALTH AS APPROVED BY THE STATE BOARD OF HEALTH.

(a) The rules and regulations and standards for the inspection of meat, meat products, and meat food products, promulgated by the Commissioner of Health of the State of Texas, under authority of Article 4418d, Vernon's Annotated Civil Statutes, as approved by the State Board of Health, State of Texas, as authorized by Article 4476-3, Vernon's Annotated Civil Statutes, dated April, 1959, as amended by amendments dated December 14, 1959, and all future amendements made thereto, are hereby in all things adopted and made a part of this as if set forth in full herein, and the provisions, standards, rules, and regulations contained therein are made mandatory requirements for the inspection and labelling of mean and meat and meat food products ~~products~~ produced, sold or offered for sale within the limits of the City of San Antonio with the "Texas State Approved Meat for Human Food" label thereon. Any establishment desiring to sell or offer for sale meat, meat products and meat food products in the City of San Antonio containing thereon the "Texas State Approved Meat for Human Food" label on such meat, meat products and meat food products shall be governed by the specifications and regulations promulgated by the Commissioner of Health as approved by the State Board of Health adopted herein, and all re-

quirements specified therein shall be complied with.

(b) Any person, firm, association, or corporation desiring to use the "San Antonio Inspected and Passed" meat label in representing, publishing, or advertising any meat or meat food products offered for sale or to be sold in this State for human consumption shall pay for the necessary inspection service, and the "Director of Public Health, City of San Antonio" shall adopt rules and regulations relating to such inspection charges which will, in effect, provide that the fees charged shall be fixed as nearly as possible with reference to the cost of maintaining the inspection service by the "San Antonio Department of Public Health" which is necessary to permit the use of the "San Antonio Inspected and Passed" label. Any such moneys charged and collected for such inspection service shall be payable to the City of San Antonio and shall be deposited into the Depository.

2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

3. Should any section, paragraph, sentence, clause, or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby, but shall remain in full force and effect.

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

5. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 072

ACCEPTING THE PROPOSALS OF WILLIAM HOLCHAK
AND LOUIS ENGELKE TO RENDER CERTAIN SERVICES
IN CONNECTION WITH THE PREPARATION AND
DISSEMINATION OF THE CITY'S ANNUAL REPORT.

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

1. The proposals of William Holchak and Louis Engelke to render certain services, as hereinafter specified, in connection with the preparation and dissemination of the City's Annual Report are hereby accepted.

2. Said Holchak and Engelke are to compile a comprehensive report, in feature story form, of the City's activities and plan the placement and dissemination of said report in newspapers and other news media. In addition, they shall prepare and plan a series of bus tours to acquaint the public with the projects completed or initiated

3. As compensation for such services, which are to cover a period of three months, William Holchak shall receive the sum of \$1,500.00, payable in three monthly installments of \$500.00 each; and the said Louis Engelke is to receive the sum of \$1,125.00, payable in three monthly installments of \$375.00 each. Payment of such amounts out of the 1960-61 General Fund is hereby authorized.

4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

Attest: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 054

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ALAMO
IRON WORKS TO FURNISH MATERIAL AND INSTALL CHAIN
LINK FENCE AT JOHN PERSHING SCHOOL FOR A TOTAL OF
\$1,479.00.

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

1. The attached low qualified bid of Alamo Iron Works dated October 20, 1960, to furnish material and labor to install certain chain link fence at John Pershing School for a total of \$1,479.00, less 1/2 of 1% ten days is hereby accepted.

- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 27th day of October, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 073

AMENDING SECTION2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER3, 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. 1252) The rezoning and reclassification of property from "B" Residence District to "J" Commercial District as follows: Lots 1, 2, 3, 4, NCB 7184.
- 2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
- 3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.
- 4. PASSED AND APPROVED this 3rd day of November, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 074

AMENDING SECTION2 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. 1364) The rezoning and reclassification of property from "A" Residence District to "D" Apartment District as follows: Lots 1, 2, and Tract A, Blk. 1, NCB 13084. The rezoning and reclassification of property from "A" Residence District to "D" Apartment District described as follows: A tract of land out of NCB 10848.

FIELDNOTES TO 1.5770 ACRES OF LAND OUT OF THE FRANK U. PALFREY TRACT IN THE M. G. DE ALANIZ SURVEY NO. 20, BEXAR COUNTY, TEXAS:

BEGINNING at a point in the Southeast line of Blackwood Blvd., located North 48 Deg. 03 Min. 30 Sec. East, 64.47' from 30.0' Radius Point at the Northeast corner of the intersection of Blackwood Blvd., and Dollarhide Avenue.

THENCE North 41 Deg. 56 Min. 30 Sec. East, a distance of 10.0' to a point in the Southeast line of Blackwood Blvd., where said Blackwood Blvd. makes a jog.

THENCE North 48 Deg. 03 Min. 30 Sec. East along the Southeast line of Blackwood Blvd., a distance of 230.16' to a point for the North corner of this parcel.

THENCE South 41 Deg. 56 Min. 30 Sec. East, along the Southwest line of Ball Park Tract, a distance of 350.0' to a point for the most Easterly Southeast corner of this parcel.

THENCE South 16 Deg. 34 Min. 40 Sec. West, a distance of 11.04' to a point in the North line of Drainage Easement, for corner of this parcel.

THENCE In a Northwesterly direction with the North line of said Drainage Easement, with curve to the right having a radius of 500.0', a distance of 12.10' to the P.T. of said curve.

THENCE in a Northwesterly direction with another curve to the right having a radius of 450.0', a distance of 327.90' to the P.T. of said curve.

THENCE North 63 Deg. 26 Min. 30 Sec. West, along the North line of said Drainage Easement, a distance of 71.76' to the P.C. of a curve to the right.

THENCE with above mentioned curve having a radius of 30.0', a distance of 58.38' to the point of beginning.

From "A" Residence District to "B" Residence District as follows:

Lots 1, 2, and 3, Blk. 2, NCB 13085

From "B" Residence District to "D" Apartment District as follows:

Lots 8, 9, and 10, Blk. 11, NCB 10517

Lots 7, 8, and 9, Blk. 9, NCB 10526

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

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

4. PASSED AND APPROVED this 3rd day of November, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 075

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. 1367) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 19, Blk. 15, NCB 1837.