

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

1. Dr. John L. McMahon, City Councilman, is hereby appointed to the Board of Firemen, Policemen and Fire Alarm Operators' Pension Fund Trustees, to replace Mr. Theodore W. Pinson, Jr., deceased.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION.

WHEREAS this City Council has in the untimely death of Councilman Theo W. Pinson, Jr. lost a most valuable and beloved member and fellow worker, and

WHEREAS in the loss of the membership on this Council of Theo W. Pinson, Jr. the people of San Antonio have lost a representative who had their interest deeply and sincerely at heart, one who has ever looked after all classes, creeds and nationalities with equal diligence and care,

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THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO that it hereby expresses its deep and heartfelt sympathy for the family of the late Theo W. Pinson, Jr. in their great loss and further that this resolution be inscribed in the public records of the City in reverent memory of one who has done so much both privately and in public life for the Community, and especially for those least able to help themselves.

It is the desire of this Council that a copy of this resolution be sent to Mrs. Theo W. Pinson, Jr.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 837

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1348) The rezoning and reclassification of property from "A" Residence District to "J" Commercial District as follows: Lot 15, NCB 8695.

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

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

4. PASSED AND APPROVED this 1st day of September, A. D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 838

AMENDING ARTICLE III SEC. 42-32 OF THE CITY CODE TO ALLOW THE KILLING OF POULTRY

IN THE "F", "G", AND "H" LOCAL RETAIL ZONES.

WHEREAS the Zoning Commission of the City of San Antonio has recommended that the Code be amended to allow the limited slaughter of poultry in "F", "G", and "H" Local Retail Zones; and,

WHEREAS the Commission is of the opinion that such small scale slaughter of poultry will not be out of keeping with the current uses allowed such zones; NOW, THEREFORE:

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

1. Section 42 is hereby amended by the addition of the following paragraph to be designated as (11):

(11) Poultry killing and dressing of poultry where completely enclosed within a building shall be permissible so long as not more than 250 birds are slaughtered in any one week period.

2. PASSED AND APPROVED this 1st day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 839

CONFIRMING AND RATIFYING THE RETIREMENT PRIOR TO MATURITY OF CITY OF SAN ANTONIO PARK REVENUE BONDS, SERIES 1945.

WHEREAS, the budget for the fiscal year 1960-1961 appropriated the sum of \$26,875.00 out of Fund 201, Park Revenue Bonds, Series 1945, for the purpose of retiring prior to maturity certain Park Revenue Bonds, Series 1945; and

WHEREAS, said bonds have been purchased by the City for a total consideration of \$26,631.95; NOW, THEREFORE,

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

1. The retirement, prior to maturity, of Numbers 51 to 75, both inclusive, of City of San Antonio Park Revenue Bonds, Series 1945, and the payment of the sum of \$26,631.95 out of Fund 201, Park Revenue Bonds, Series 1945, to the holder of such bonds, is hereby in all things ratified and confirmed.

PASSED AND APPROVED this 1st day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 840

EXTENDING THE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND FRANK MACHOCK FOR THE CONCESSION RIGHTS AT THE BRACKENRIDGE PARK POLO FIELD FOR A 30-DAY PERIOD.

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

1. The contract between the City of San Antonio and Frank Machock, for concession rights in the Brackenridge Park Polo Field, is hereby extended for a one-month period from September 1, 1960 through September 30, 1960; and all the provisions of said agreement are to be binding for said period.

2. PASSED AND APPROVED this 1st day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 841 ✓

APPOINTING WALTER W. McALLISTER, SR., A MEMBER OF THE CITY COUNCIL, PLACE NO. 8.

* * * * *

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

- 1. Walter W. McAllister, Sr., is hereby appointed a member of the City Council, Place No. 8, to fill the vacancy created by the death of Theo W. Pinson, Jr.
- 2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 842

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FERD STAFFEL COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN GRASS SEED FOR A TOTAL OF \$1,614.25.

* * * * *

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

1. The attached low qualified bid of Ferd Staffel Company, 321 E. Commerce Street, dated September 2, 1960 to furnish the City of San Antonio various departments with certain grass seed for a total of \$1,614.25, less 1/2 of 1%-10 days is hereby accepted.

2. Payment to be made as follows:

<u>Account</u>	<u>Fund</u>	<u>Amount</u>	
11-13-02	1-01	\$ 792.00	
11-03-03	1-01	495.00	
11-03-02	1-01	59.50	
30-01-01	2-01	267.75	1,614.25

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 843 ✓

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ARMORED MOTOR SERVICE, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF ARMORED SERVICE TO INCLUDE PARKING METER COLLECTIONS AND PICK-UPS FOR PERIOD BEGINNING SEPTEMBER 12, 1960 AND TERMINATING JULY 31, 1961.

* * * * *

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

- 1. The attached Bidders Proposal of Armored Motor Service, Inc., dated September 2, 1960 to furnish the requirements of armored car service to include parking meter collections, and pick-ups for a period September 12, 1960 through July 31, 1961, is hereby accepted.
- 2. This ordinance makes and manifests a contract with Armored Motor Service, Inc., to furnish the requirements of armored service to include parking meter collections and pick-ups for the City of San Antonio for a period, September 12, 1960 through July 31, 1961. The City of San Antonio hereby agrees to purchase all its requirements of armored car service, etc. during stated period from Armored Motor Service, Inc., according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.
- 3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be inwriting and adopted by ordinance.
- 4. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher, City Clerk

ORDINANCE 28, 844 VOID

AN ORDINANCE 28, 845

APPROVING THE LOCATION OF RIGHT-OF-WAY FOR STORM DRAINAGE PROJECT 65A, BETWEEN DWIGHT AVENUE AND THE S.A.U. & G. RAILROAD; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK THEREIN.

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

1. The location of right-of-way for Storm Drainage Project 65A, extending from Dwight Avenue South and East to the S.A.U. & G. Railroad tracks, as shown by a proposed right-of-way map dated August 12, 1960, be and is hereby approved.
2. The aforesaid map on file in the office of the City Clerk is incorporated herein by reference for all purposes.
3. The outer boundaries of the Storm Drainage Project 65A as shown be said map are hereby and now established as building lines within and between which no structure shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.
4. The responsible officials of the City of San Antonio are hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed, where the cost of repairs or reconstruction is in excess of 25% of the value of the structure before the fire or for the repair of any existing structures when the cost of repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.
5. PASSED AND APPROVED this 8th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 846

ACCEPTING THE LOW BID OF WARD CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE RITTIMAN ROAD BRIDGE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WARD CONSTRUCTION COMPANY; AND APPROPRIATING \$116,165.99 OUT OF #479-13 STORM DRAINAGE IMPROVEMENT BOND FUND, PAYABLE TO WARD CONSTRUCTION COMPANY, IN CONNECTION THEREWITH.

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

1. The low bid of Ward Construction Company in the amount of \$116,165.99, for the construction of Rittiman Road Bridge Project is hereby accepted.
2. The City Manager is hereby authorized to execute a standard City Construction Contract with Ward Construction Company for the construction of a vehicle and pedestrian bridge across the Salado Creek, immediately West of Holbrook Road, being the Rittiman Road Bridge Project.
3. The Contract is attached hereto and made a part hereof.
4. The sum of \$116,165.99 is hereby appropriated out of No. 479-13 Storm Drainage Improvement Bond Fund, payable to Ward Construction Company for the work of the contract authorized in Paragraph 2 above.
5. PASSED AND APPROVED this 8th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

AUTHORIZING APPLICATION TO THE UNITED STATES GOVERNMENT FOR CERTAIN SURPLUS FEDERAL PROPERTY FOR DRAINAGE PURPOSES.

WHEREAS, certain real property owned by the United States of America consisting of the East Kelly Field (Normoyle) Outfall Storm Sewer located in the County of Bexar, State of Texas, has been declared surplus and is subject to disposal by the Secretary of Health, Education, and Welfare; and,

WHEREAS, the City of San Antonio is in need of said property for storm drainage purposes, and whereas, City Council of the City of San Antonio desires to make application to the United States Government for acquisition of the property under the provisions of Section 203 (k) (1) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as Amended, and regulations and procedures promulgated thereunder; NOW THEREFORE:

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

1. Lynn H. Andrews, City Manager, of the City of San Antonio or his successor in function, be and he is hereby designated as the proper official of the City of San Antonio by whom negotiations for such acquisitions are to be prosecuted, and he is hereby duly authorized to do any and all things necessary and proper to procure acquisition of, and to accept, the property approved for transfer by the Department of Health, Education, and Welfare for the City of San Antonio.

2. The City of San Antonio is ready, willing and able and is hereby authorized to pay all external administrative expenses incident to the transfer of said property; and to assume immediate care and maintenance thereof.

3. Three certified copies of this Resolution shall be furnished to the Regional Representative, Division of Surplus Property Utilization, Department of Health, Education, and Welfare as evidence of the official action of the City Council of the City of San Antonio in authorizing the application for, and acquisition of said property.

4. PASSED AND APPROVED this 8th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 848 ✓

APPROPRIATING \$2,517.96 OUT OF STREET PAVING PARTICIPATION BOND FUND NO. 479-11 (1957 SERIES) PAYABLE TO THE FIRST OF TEXAS CORPORATION FOR THE PURCHASE OF CERTAIN ASSESSMENT CERTIFICATES IN PARTICIPATION PAVING PROJECT "B".

* * * * *

WHEREAS the City entered into agreements with First of Texas Corporation, its Fiscal Agent for Participation Paving Project "B"; and,

WHEREAS pursuant to said agreements, the City agreed to purchase certain Assessment Certificates which were impossible to collect due to hardships on the part of property owners in the said Participation Paving Project "B"; NOW, THEREFORE:

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

1. The sum of \$2,517.96 is hereby appropriated out of Street Paving Participation Bond Fund No. 479-11 (1957 Series) payable to the First of Texas Corporation for the purchase of certain Assessment Certificates held by said Corporation on properties in Participation Project "B".

2. The list of the properties upon which Assessment Certificates were not collectable by First of Texas Corporation in Participation Paving Project "B" is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

Certificate No.	Owner Assessed	NCB	Block	Lot	Amount of Assessment
12B-15	Lee Herrera	8636	2	31	\$ 298.13
12B-41	Frank Comacho	3772	14	17	106.00
12B-55	Pauline Woode Brennen	3761	3	9	106.00
12B-72	Minnie Ballantyne	3771	13	8	106.00
12B-72	Minnie Ballantyne	3771	13	9	106.00
12B-138	Jimmie Haynes	6685	-	52 & E1/2 of 53	99.38
12B-179	Corinne Harris	2180	2	N.114.8' of 1	304.22
12B-191	Estate of Jose Huron	2155	2	19	148.40
12B-232	Elizardo de la Garza	2818	2	N.40' of 1	66.00
12B-305	Maria Nuez Vda	2403	8	13	205.38

Certificate No.	Owner Assessed	NCB	Block	Lot	Amount of Assessment
12B-307	Est. of Francisco de Leon	2379	-	21	310.32
12B-333	Thomas Davila	2419	A	4	103.35
12B-344	Santiago Martinez	2406	-	39	192.13
12B-406	Helen J. Alvarez	3538	7	10	136.10
12B-419	Helen J. Alvarez	2919	1	7	98.05
12B-449	Henry Haveman	8178	112	2	132.50

AN ORDINANCE 28, 850 ✓

AUTHORIZING THE SALE OF CERTAIN PARCELS OF CITY OWNED SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS THERETO.

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

1. The City Manager is hereby authorized to execute Quitclaim Deede to the following parcels of land to the named parties for the stated considerations.

- a. A portion of Lot 39, Block 3, N.C.B. 3207, more particularly described in the attached proposal to purchase which is incorporated herein, to Francisco Nieto, and wife, Teresa A. Nieto, 242 Fairview Avenue for the sum of \$225.00.
- b. A portion of Lot 26, Block 2, N.C.B. 3207, more particularly described in the attached proposal to purchase which is incorporated herein to P. J. Zaleski and wife, Josephine Zaleski, 243 Fairview Avenue, for the sun of \$225.00.
- c. A portion of Lot 12, N.C.B. 309, more particularly described in the attached proposal to purchase which is incorporated herein, to Wesley Community House Board for the sum of \$50.00.
- d. A portion of Lot 1, N.C.B. 7594, more particularly described in the attached proposal to purchase which is incorporated herein for the sum of \$200.00, by Theodoro B. Pena and wife, Hercilia Pena.

2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 851

APPROPRIATING \$7,775.00 OUT OF STORM SEWER AND DRAINAGE BONDS, 1957 ACCOUNT #479-13 FOR THE NAMED PARCELS OF PROPERTY AND ACCEPTING VARIOUS EASEMENT DEDICATIONS.

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

1. \$7,775.00 is hereby appropriated out of Storm Sewer Drainage Bonds, 1957 Account 479-13 in the designated amounts for the acquisition of the named parcels of land to be used for the construction of Storm Drainage Project 58A.

- a. \$525.00 payable to the Commercial Abstract and Title Company as escrow agent for Robert F. Brenner for a permanent easement over, across, under, and upon a portion of Lot 20, N.C.B. 3628, San Antonio, Bexar County, Texas, Parcel NOs. 4010, 4012, 4013, 4015, and 4016.
- b. \$1,000.00 payable to the Commercial Abstract and Title Company as escrow agent for Santos Cavazos and wife, Julia Cavazos for a permanent easement, over, across, under, and upon a trapezoidal tract off the Northern part of Lot 26, N.C.B. 8887, Cenizo Park Addition, City of San Antonio, Bexar County, Texas, Parcel No. 4077.
- c. \$150.00 payable to the Commercial Abstract and Title Company as escrow agent for Guadalupe Torres for a permanent easement over, across, under and upon a portion of Lot 22, N.C.B. 8889, San Antonio, Bexar County, Texas, Parcel No. 4068.
- d. \$900.00 payable to the Commercial Abstract and Title Company as escrow agent for Nicolasa Manzanales, wife of deceased, for fee title to Lots 20 and 21, Block 18, N.C.B. 8898, Cenizo Park, San Antonio, Bexar County, Texas, Parcels 4035 and 4036.
- e. \$5,100.00 payable to the Commercial Abstract and Title Company as escrow agent for Daniel Roblez and wife, Refugia H. Roblez for fee title to Lot 25, Block 7, N.C.B. 8887, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Parcel No. 4075.

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

3. The following dedications are hereby accepted:

a. An easement to a strip of land 6 feet in width parallel and adjacent to the North property line of Lot 42, which is a re-subdivision of Lot 1, Block 21, N.C.B. 12066, recorded in Vol. 3535, Page 211, Deed and Plat Records of Bexar County, Texas, from Thomas Cano to be used for the McCullough Avenue, Sanitary Sewer.

b. Two easement, one to the Ease 10 feet of the West 20 feet of Lot 9, Block 3, N.C.B. 10729, San Antonio, Bexar County, Texas, and the other to the West 10 feet of Lot 9, Block 3, N.C.B. 10729 from Esther T. McVea, Parcels E-388 and E-389, Sanitary Sewer Projects S-19 and 20.

c. An easement and a construction easement out of Tract 7, N.C.B. 10738, San Antonio, Bexar County, Texas, from the San Antonio Independent School District, Parcel E-367, Sanitary Sewer, Project S-19 and 20.

d. An easement and a construction easement to the West 10 feet of the East 20 feet of a tract of land out of 2.28 acres of land out of the Ignacio Perez Survey No. 93 and being part of Division #5 of the John E. Rice Estate lands, from Kurt Walter Jahn, Parcel E-366, Sanitary Sewer Project S-19 and 20.

e. An easement and a construction easement over, across, under, and upon the West 10 feet of Lot 10, Block 4, N.C.B. 10730, from Minnie Linden, Hjalmar Linden, Leon Roberts, and Quincy Mae Roberts, Parcel E-393, Sanitary Sewer Project S-19 and 20.

4. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 852 ✓

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW
\$10,000,000.00 TO PAY CURRENT EXPENSES OF SAID
CITY DURING THE FISCAL YEAR 1960-61.

* * * * *

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

1. That, for the purpose of paying current General Fund expenses of the City of San Antonio during the fiscal year beginning August 1, 1960, and ending July 31, 1961, there shall be borrowed and secured from the National Bank of Commerce of San Antonio advances of money for said purposes in the amount of \$10,000.00, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and laws of the State of Texas.

2. That said notes shall be numbered consecutively from 1 to 400, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said notes, aggregating \$10,000,000.00, shall be payable to the National Bank of Commerce at the National Bank of Commerce in San Antonio; all said notes shall be dated the date they are executed, and shall bear interest at the rate of Forty-Nine One-Hundredths of One Percent (.49%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and a like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes. Said notes shall provide for final maturity not later than July 31, 1961, with privilege of pre-payment prior to maturity; and shall be concurrently secured, regardless of date of issuance.

4. The City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1960, and ending July 31, 1961, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1960, and ending July 31, 1961, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well also as the full faith and credit of the said City; provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation for sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, Willow Springs Golf Course Project, and receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from sewer services; and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City of San Antonio from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed February 5, 1959, by the City Council of the City and recorded in Minute Book EE, page 263, being Ordinance No. 27298 of the City of San Antonio, Texas, but the loans and advances made or to be made by the Bank to the City shall be for General Fund purposes, for the following months, and in the following amounts, to-wit:

<u>MONTH</u>	<u>1960-61 GENERAL FUND</u>
August, 1960	\$ 1,350,000.00
September	1,350,000.00
October	1,350,000.00
November	1,350,000.00
December	1,350,000.00
January, 1961	1,350,000.00
February	1,350,000.00
March	550,000.00

\$10,000,000.00

6. The bank shall be under no obligation to lend during any calendar month any amount in excess of the amount above specified for that month, provided, if the City should borrow, during any calendar month, less than the amount specified for that month, then and in that event it may borrow the amount of such deficiency during any future month of said current fiscal year, and in the event the bank shall lend more than the amount above specified in any month, the excess shall be deducted from loans during the succeeding month or months, as the bank may specify.

7. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current General Fund expenses of said City during the said current fiscal year, as provided by and in accordance with the Charter and Ordinance of the said City.

8. That the form of said notes shall be substantially as follows:

No. _____ \$25,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1960, AND ENDING
JULY 31, 1961.

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the National bank of Commerce of San Antonio at the National Bank of Commerce of San Antonio at the National Bank of Commerce in San Antonio, on or before the 31st day of July, 1961, the principal sum of Twenty-five Thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Forth-nine One-hundredths of One Percent (.49%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional Five Percent (5%) on the amount of principal and interest unpaid shall be payable as attorneys' fee.

"This note is one of a series of 400 notes, numbered from 1 to 400, inclusive, each such note being for the sum of \$25,000.00, aggregating the sum of \$10,000,000.00 evidencing loans made to said City by said Bank for the purpose of paying off certain indebtedness incurred for current General Fund expenses of said City during the fiscal year beginning August 1, 1960, and to supply the needed funds to pay the current expenses of said City for said fiscal year ending July 31, 1961, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on February 5, 1959, which ordinance is Ordinance No. 27298, recorded in Minute Book EE, page 263, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

"The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed, and have happened in regular and due time, form and manner, as provided By Law; and that the City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1960, and ending July 31, 1961, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1960, and ending July 31, 1961, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well as the full faith and credit of said City; provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation from sale or loss of asset, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, Willow Springs Golf Course Project, receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from sewer services; and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, countersigned by the Director of Finance, and attested to by the City Clerk of said City, this _____ day of _____, 1960."

9. Said promissory notes shall be signed by the City Manager of said City and countersigned by the Director of Finance of said City, and said officials are hereby authorized and directed to execute said notes by such signature and countersignature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

10. This contract shall expire July 31, 1961.

11. WHEREAS, an emergency is apparent for the immediate preservation of 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 six members of the City 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.

12. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk

APPROVED:

Bennett Bolen
Director of Finance

Carlos C Cadena
City Attorney

13. IN WITNESS WHEREOF, the National Bank of Commerce of San Antonio, aforesaid, has caused these presents to be signed by Wylie D. Brown, Vice-President, thereunto authorized by a vote of said corporation, a copy of which is hereto attached, and its common seal hereto affixed, this the 9th day of September, 1960.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

BY: Wylie D. Brown
Vice-President

AN ORDINANCE 28, 853

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$100,000.00 TO PAY CURRENT EXPENSES OF CITY-COUNTY TUBERCULOSIS FUND DURING THE FISCAL YEAR 1960-61.

* * * * *

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

1. That, for the purpose of paying current City-County Tuberculosis Fund expenses of the City of San Antonio during the fiscal year beginning August 1, 1960, and ending July 31, 1961, there shall be borrowed and secured from the National Bank of Commerce of San Antonio advances of money for said purposes in the amount of \$100,000.00, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. That said notes shall be numbered consecutively from 1 to 10, both inclusive, and each note shall be for the sum of \$100,000.00.

3. That the above said notes, aggregating \$100,000.00 shall be payable to the National Bank of Commerce at the National Bank of Commerce in San Antonio; all said notes shall be dated the date they are executed, and shall bear interest at the rate of Forty-nine One-hundredths of One Percent (.49%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and a like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes. Said notes shall provide for final maturity not later than July 31, 1961, with privilege of prepayment prior to maturity, and shall be concurrently secured, regardless of date of issuance.

4. The City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1960, and ending July 31, 1961, and all uncollected back taxes levied for the City-County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and said notes and all interest thereon shall constitute a first lien upon and against all City-County

Tuberculosis Fund taxes and revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City of San Antonio from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed February 5, 1959, by the City Council of the City and recorded in Minute Book EE, page 263, being Ordinance No. 27298 of the City of San Antonio, Texas.

6. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current City-County Tuberculosis Fund expenses of said City during the said current fiscal year, as provided by and in accordance with the Charter and Ordinance of the said City.

7. That the form of said notes shall be substantially as follows:

No. _____ \$10,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1960, AND ENDING
JULY 31, 1961.

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the National Bank of Commerce of San Antonio at the National Bank of Commerce in San Antonio, on or before the 31st day of July, 1961, the principal sum of Ten Thousand Dollars (\$10,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Forty-nine One-hundredths of One Percent (.49%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional Five Percent (5%) on the amount of principal and interest unpaid shall be payable as Attorney's fee.

"This note is one of a series of 10 notes, numbered from 1 to 10, inclusive, each such note being for the sum of \$10,000.00, aggregating the sum of \$100,000.00 evidencing loans made to said City by said Bank for the purpose of paying off certain indebtedness incurred for current City-County Tuberculosis Fund expenses of said City during the fiscal year beginning August 1, 1960, and ending July 31, 1961, said notes having been issued under any by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on February 5, 1959, which ordinance is Ordinance No. 27298, recorded in Minute Book EE, page 263, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

"The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed, and have happened in regular and due time, form and manner, as provided by law; and that the City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1960, and ending July 31, 1961, and all uncollected back taxes levied for the City-County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and the said notes and all interest thereon shall constitute a first lien upon and against all said City-County Tuberculosis Fund taxes and revenues or income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, counter-signed by the Director of Finance, and attested to by the City Clerk of said City, this _____ day of _____, 1960."

8. Said promissory notes shall be signed by the City Manager of said City and counter-signed by the Director of Finance of said City, and said officials are hereby authorized and directed to execute said notes by such signature and counter-signature, and to deliver them to the payee thereof upon payment by said payee in consecutive numerical order hereinabove designated.

9. This contract shall expire July 31, 1961.

10. WHEREAS, an emergency is apparent for the immediate preservation of 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 six members of the City 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.

11. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk

APPROVED:

Bennuett Bolen
Director of Finance

Carlos C. Cadena
City Attorney

11. IN WITNESS WHEREOF, the National Bank of Commerce of San Antonio, aforesaid, has caused these presents to be signed by Wylie D. Brown, Vice-President, thereunto authorized by a vote of said corporation, a copy of which is hereto attached, and its common seal here-to affixed, this the 9th day of September, 1960.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO

By Wylie D. Brown
Vice-President

AN ORDINANCE 28, 854

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE
A REFUND OF \$299.80 TO SANGER & ALTGELT DUE
TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

1. That the Director of Finance is hereby authorized to make the following refund, out of Account 303, to the following concern as indicated:

Amount: \$299.80
Payable to: Sanger & Altgelt
109 W. Mistletoe
Reason: Refund of double payment made on Lot 18 & E. 36 ft. of Lot 17, Blk. 11, NCB 1836, Account No. 30-543 of 1959 City taxes. Payment made on June 15, 1960 and again on July 30, 1960.

2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 855

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A
REFUND OF \$775.85 TO MORRIS KALLISON DUE TO A
DOUBLE PAYMENT OF TAXES.

* * * * *

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

1. That the Director of Finance is hereby authorized to make the following refund, out of Account 303, to the following named individual as indicated:

Amount: \$775.85
Payable to: Morris Kallison
124 S. Flores Street
Reason: Refund of double payment made on Lot W. Tri. Pt. of Cir. 10, E. Tri. Pts. of Cir. 11, Cir. 12, ARB Red 9, NCB 173, Account No. 3-1819 of 1959 City and School taxes. Payment made on July 30, 1960.

2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 856

GRANTING TAX EXEMPTION OF CERTAIN PRO-
PERTIES OWNED BY VARIOUS CHURCH AND
CHARITABLE ORGANIZATIONS.

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

1. That the property owned by the Alamo Heights Baptist Church, the same being Lot 20, Block 1, New City Block 11791, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and laws of the State of Texas.

2. That the property owned by the Beacon Hill Church of Christ, the same being S. 7.17' of 4 and S. 7.17' of E. 10' of 3 and S. 7.17' of W. 15' of 5, also 3' of alley adjacent to the lots, Block 36, New City Block 1828, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

3. That the property owned by the Church of Christ, the same being the E. 21' of Lot 23 and all of Lots 24, 25 and 26, New City Block 8334, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1958 and 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

4. That the property owned by the Church of God, the same being Lots 1 and 2, Block 2, New City Block 7841, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

5. That the property owned by the Crestholme Presbyterian Church, the same being Lots 37 and 38, Block 11, New City Block 7549, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

6. That the property owned by the First Assembly of God Church, the same being Lot 5, Block 40, New City Block 12581, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

7. That the property owned by the Girls' Club of San Antonio, the same being Lots 4 and 5 Block 17, New City Block 8080, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

8. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 10 and 11, Block 7, New City Block 1995, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

9. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 31, Block 3, New City Block 7291, located in the City of San Antonio, Bexar County Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

10. That the property owned by the Pentecostal Church of God, the same being Lot 6, New City Block 10321, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said

assessment is hereby found to be void and the same shall be deleted from the rolls.

11. That the property owned by the San Antonio Baptist Association, the same being Lot 11, Block 3, New City Block 771, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1958 and 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

12. That the property owned by the Sunset Ridge Church of Christ, the same being the E. 300' of S. 473.49' of M, New City Block 8698, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

13. That the property owned by the Texas Conference Association of Seventh Day Adventists the same being Lot 9, Block 5, New City Block 12013, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

14. That the property owned by the Trinity Lutheran Church, the same being the W. Irr. 293' of Lot 88, New City Block 7725, located in the City of San Antonio, Bexar County, Texas be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1960, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax year 1959 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 857 ✓

GRANTING THE REQUEST OF THE BUTANE GAS AND EQUIPMENT COMPANY TO INSTALL ONE 500 GALLON ABOVE-GROUND PROPANE STORAGE TANK AND DISPENSING SYSTEM ON THE PROPERTY OF THE REFRIGERATED TRANSPORT, INC., LOCATED AT 1426 SOUTH LAREDO STREET, SUBJECT TO THE APPROVAL OF THE LIQUIFIED PETROLEUM DIVISION OF THE TEXAS RAILROAD COMMISSION.

* * * * *

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

1. The request of the Butane Gas and Equipment Company to install one 500 gallon above-ground propane storage tank and dispensing system on the property of the Refrigerated Transport, Inc., located at 1426 S. Laredo Street, is hereby granted subject to the approval of the Liquified Petroleum Division of the Texas Railroad Commission.

2. The installation of the 500 gallon storage tank to be in accordance with plat, marked Exhibit "A", attached hereto and made a part hereof.

3. PASSED AND APPROVED this 8th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 858

EXTENDING THE CONTRACT BETWEEN THE CITY AND G. W. KIMBRELL FOR THE OPERATION OF AN ALLIGATOR GARDEN IN BRACKENRIDGE PARK FOR A ONE-YEAR PERIOD.

* * * * *

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

1. The Contract between the City and G. W. Kimbrell for the operation of an Alligator Garden in Brackenridge Park, adopted in Ordinance No. 28035, which was passed and approved October 22, 1959, is hereby extended for a one-year period commencing December 1, 1960, and terminating November 30, 1961.

2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

ACCEPTING THE GIFT OF A VALUABLE SPANISH CHEST FOR DISPLAY IN THE OLD SPANISH GOVERNOR'S PALACE, FROM MR. AND MRS. JOHN MACAULEY KEENE OF SAN ANTONIO, TEXAS.

* * * * *

WHEREAS, Mr. and Mrs. John Macauley Keene of 427 West Lynwood, San Antonio, Texas, have graciously presented to the City of San Antonio a valuable Spanish chest made of hand carved black walnut circa 1720, which they acquired in Madrid, Spain, in 1922, where Mr. Keene was a well known distributor for several American companies, and by this gracious act have made a valuable contribution to the history of San Antonio; NOW, THEREFORE,

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

1. The generous gift of a Spanish chest from Mr. and Mrs. John Macauley Keene to be displayed in the Old Spanish Governor's Palace is hereby gratefully accepted.

2. The City Council hereby expresses its appreciation to Mr. and Mrs. John Macauley Keene, and the City Clerk is directed to deliver a copy of this resolution to them.

3. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 860

AMENDING ORDINANCE NO. 28, 358 PASSED AND APPROVED MARCH 17, 1960, AS AMENDED, PRESCRIBING SANITARY SEWER CHARGES WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO TO EXEMPT NEW CONSTRUCTION.

* * * * *

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

1. Ordinance No. 28, 358 passed and approved March 17, 1960, as amended is hereby amended to include the following paragraph to be designated as Paragraph 7A:

"7A. Exemptions

The provisions of this ordinance governing sanitary sewer charges shall not apply to property where new structures are under construction. No sewer charges shall be made until the initial occupancy of the structure under construction."

2. The exemption herein established shall be effective retroactively, and all builders or owners who have paid sewer charges for property upon which new structures have been constructed and in which there has been no initial occupancy shall be entitled to a refund thereof.

3. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 861

ESTABLISHING THE RATE OF APYMENTS TO BE MADE TO THE CITY WATER BOARD FOR SERVICES PERFORMED IN THE COLLECTION OF THE SEWER SERVICE CHARGE; AND DIRECTING THE CITY WATER WORKS BOARD OF TRUSTEES TO DEDUCT SAID PAYMENTS FROM SEWER SERVICE CHARGES COLLECTED FOR THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, the Water Works Board of Trustees was requested by the City to collect the sanitary sewer service charges levied from all customers using the water service of the City; and

WHEREAS, paragraph 27(b) of Ordinance No. 24819, passed and approved April 4, 1957, provides that said Water Works Board of Trustees, upon the collection of said charges, may deduct from the same reasonable expenses incurred incident to the billing and collection of such charges; and

WHEREAS, certain rates of payment have been agreed upon by the City and the Water Works Board of Trustees; NOW, THEREFORE,

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

1. The following charges are hereby established as reasonable payments to be made by the City to the Water Works Board of Trustees for services performed in the collection and billing of sanitary sewer charges and the Water Works Board of Trustees is hereby directed to deduct said payments from the indicated monthly billings:

(a) A payment of \$11,000.00 should be deducted from the May, 1960, billings for costs incurred in the initial set up of the processing and billing procedures;

(b) Payments amounting to two-tenths of one per cent of the total collections to date shall be made to cover the uncollectible billings:

(c) Payments amounting to two-tenths of one per cent of the gross billings shall be withheld in the future to cover uncollectible billings;

(d) Payments in an amount of three per cent (3%) of the gross billings to be known as the monthly service charge shall be withheld for all collections to date and for future collections.

2. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 862

MANIFESTING A CONTRACT AND ACCEPTING THE PROPOSAL OF FRANK T. DROUGHT, ENGINEER, FOR THE APPRAISAL OF THE SAN ANTONIO WATER SUPPLY CORPORATION SALADO CREEK SEWER; AND AUTHORIZING PAYMENT OF \$1,000.00 TO FRANK T. DROUGHT OUT OF 204 SEWER RENTAL PLEDGED FUND.

* * * * *

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

1. This Ordinance makes and manifests a contract between the City and Frank T. Drought for the appraisal of the San Antonio Water Supply Corporation Salado Creek Sewer.

2. The terms of the contract are set forth in the proposal of Frank T. Drought to the City of San Antonio which is attached hereto and made a part hereof. Said proposal is hereby accepted.

3. Payment of \$1,000.00 from 204 Sewer Rental Pledged Fund to Frank T. Drought for the services of this contract is hereby authorized.

4. The appraisal herein contracted shall be completed and provided the City no later than September 25, 1960.

5. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 863

APPOINTING MEMBERS OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1960.

* * * * *

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

- 1. C. Ray Davis, Leo C. Tynan, Jr., and Robert E. Raquet are hereby appointed members of the Board of Equalization for the tax year 1960.
- 2. C. Ray Davis is hereby designated Chairman of said Board.
- 3. The Board of Equalization shall convene on October 14, 1960, and shall complete its work by December 31, 1960, unless said term is extended by ordinance.
- 4. The members of said Board shall be paid \$50.00 per day for each day devoted to their duties as Board members, provided that no member shall be paid for more than 36 working days.
- 5. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 864

APPOINTING MEMBERS OF THE PLUMBING APPEALS AND ADVISORY BOARD.

* * * * *

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

- 1. The following named persons are hereby appointed to the Plumbing Appeals and Advisory Board:

Leo M. J. Dielman, Jr.
 Martin Royer
 Edward Tschoepe
 Ed Doring
 Dr. Carl Bosshardt
 Ruben Mungia
 F. W. Gutzeit

- 2. The terms of office for the above appointees shall be as follows:

Leo M. J. Dielman, Jr., 1 year term
 Martin Royer, 1 year term
 Edward Tschoepe, 2 year term
 Ed Doring, 2 year term
 Dr. Carl Bosshardt, 1 year term
 Ruben Mungia, 2 year term
 F. W. Gutzeit, 2 year term

- 3. PASSED AND APPROVED this 8th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 865

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

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: Case No. 1120: The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 4, NCB 11868.

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 15th day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 866

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1219) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lots 11, 12, 13, and south 22' of Lot 10, NCB 6317.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for vilations 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 15th day of September, A.D. 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 867

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1309) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 16, Blk.1, NCB 13146.

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 15th day of September, A.D. 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 868

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1334) The rezoning and reclassification of property from "A" Residence District to "JJ" Commercial District as follows: Lot 24, NCB 11958.

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 15th day of September, A.D. 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 869

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1346) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 39, NCB 11880.

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.

public for inspection.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 870

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (Case No. 1353) The rezoning and reclassification of property from "A" Residence District to "D" Apartment District as follows: Lot 1, Blk. 6-B, NCB 11960.

2. That alloother 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 of inspection.

4. PASSED AND APPROVED this 15th day of September, A.D. 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 871

APPROPRIATING \$41,094.89 OUT OF SEWER RENTAL PLEDGE FUND #204 INFULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CONSTRUCTED SANITARY SEWERS.

* * * * *

WHEREAS the policy of the Cityof 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 policyof theCity 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 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, payable to the named parties, are hereby appropriated out of Sewer Rental Pledge Fund #204, in full and final settlement of all said parties' rights and claims to collect fees for connections made to particular privately constructed sanitary sewer lines:

- a. \$25,898.11, payable to Dellcrest, Inc., of 6936 San Pedro Avenue, San Antonio, Texas.
- b. \$84.00, payable to John Olenick of 1002 W. Harding Blvd., San Antonio, Texas.

- c. \$8,357.81, payable to Indalecio Campos of 229 Delaware St., San Antonio, Texas.
- d. \$2,416.65, payable to Hal Clayburne of 550 Broadview Drive, San Antonio, Texas.
- e. \$137.04, payable to Guy F. Hix, President of the Rainbow Drive Improvement Association of 302 Lanark, San Antonio, Texas.
- f. \$127.80, payable to A. Sacks of 214 Laredo St., San Antonio, Texas.
- g. \$406.03, payable to Guadalupe Lumber Company of 1547 S. Zarzamora St., San Antonio, Texas.
- h. \$1,422.28, payable to the Day and Night Plumbing Company of 3002 Monterrey, San Antonio, Texas.
- i. \$61.50, payable to Albin E. Popp of 1305 Highland, San Antonio, Texas.
- j. \$156.75, payable to Crouch Lumber Company of 925 Fredericksburg Road, San Antonio, Texas.
- k. \$91.22, payable to E. L. Kirby and J. C. Kirby, Jr., of 217 Nogalitos Street, San Antonio, Texas.
- 1. \$1,935.70, payable to McDonald Lumber Company of 706 Clark Avenue, 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 15th day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 872

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GIRARD MACHINERY & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN GUTTER BROOM STEEL WIRE FOR A TOTAL OF \$3,230.00.

* * * * *

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

- 1. The attached low qualified bid of Girard Machinery and Supply Company, dated September 16, 1960 to furnish the City of San Antonio, Department of Public Works - Sewer and Garbage with certain gutter broom steel wire for a total of \$3,230.00, less 1%-10 days is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Department of Public Works, Account No. 09-02-06.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 873

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIAL FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE SIGN AND PAINT SHOP FOR A TOTAL OF \$5,916.29.

* * * * *

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

1. That the Finance Director be authorized to purchase certain items of scotchlite Materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Public Works - Building Maintenance Sign and Paint Shop for a total of \$5,916.29.
2. This is the sole source of supply for this particular item.
3. Payment to be made from 6-01 Fund, Object Code 6-22.
4. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 874

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DOBBINS METAL PRODUCTS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN METAL SIGN BLANKS FOR A TOTAL OF \$2,915.60.

* * * * *

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

1. The attached low qualified bid of Dobbins Metal Products, dated September 9, 1960 to furnish the City of San Antonio Department of Public Works with certain metal sign blanks for a total of \$2,915.60, less ½ of 1% (\$2,901.02) is hereby accepted.
2. Payment to be made from Working Capital Fund 6-01, Object Code 6-22.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 875

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF GOLDTWAITHE'S OF SAN ANTONIO AND WONDER-GRO FERTILIZER COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN FERTILIZER FOR A TOTAL OF \$1,600.50.

* * * * *

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

1. The attached low qualified bids of Goldthwaite's of San Antonio and Wonder-Gro Fertilizer Company, dated September 1, 1960 to furnish the City of San Antonio Department of Parks and Recreation with certain fertilizer for a total of \$1,600.50 be accepted as follows:

Goldwaite's
1623 Broadway

20 tons fertilizer 100% organic @ 75.00 \$1,500.00

Wonder-Gro Fertilizer Co.
International Airport

2 tons 10-5-5 fertilizer @ 50.25 100.50
\$1,600.50

2. Payment to be made as follows:

<u>Account No.</u>	<u>Fund</u>	<u>Amount</u>
11-03-02	1-01	\$ 475.50
11-03-03	1-01	450.00
30-01-01	2-01	<u>675.00</u>
		1,600.50

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 876

*amended
Ord 30493
6/27/62*

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CHARLES B. KLEIN FOR THE LEASE OF APPROXIMATELY 28.193 ACRES OF CITY OWNED LAND LOCATED IN OLMOS BASIN FOR THE PURPOSE OF OPERATING A GOLF DRIVING RANGE AND A PITCH AND PUTT GOLF COURSE FOR A 2-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 Charles B. Klein for the lease of approximately 28.193 acres of land located in Olmos Basin for the operation of a golf driving range and a pitch and putt golf course for a 2-year period.
2. The lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:-

COUNTY OF BEXAR X

This makes and amnifests a lease agreement between the City of San Antonio, a municipal corporation, hereinafter referred to as "City" and Charles B. Klein, hereinafter referred to as "lessee" in words and figures as follows to-wit:

W I T N E S S E T H

1. For and in consideration of the payments hereinbelow stated City hereby leases to Charles B. Klien approximately 28.193 acres of land in the Olmos Basin for the operation of a Golf Driving Range and a Pitch and Putt Golf Course. The property is more particularly described by field notes as follows:

BEGINNING at the Northwest corner of original lease, being the Northwest corner of this tract, and being situated on the Ease property line of San Pedro Avenue, better known as U. S. Highway 281, North, said point being located further on contour 727.0 feet of the City of San Antonio;

THENCE North 56° 58', East, 540.0 feet to a point, same bearing and distance being part of contour 728.0 feet of the City of San Antonio, Bexar County, Texas;

THENCE South 89° 47' East, 748.30 feet to a point, being the Northeast corner of this tract;

THENCE South 0° 13' West, 296.15 feet to a point, being the Northeast corner of original lease, thence along said line, 570.00 feet to a point, being the most South-easterly corner of this tract, and the Southeast corner of original lease;

THENCE South 33° 53' 15" West, 459.02 feet to a point, being the Southeasterly corner of this tract;

THENCE North 70° 45' 30" West, 1000.00 feet to a point on the East property line of San Pedro Avenue (U.S. Highway 281 North);

THENCE North 0° 13' East, 56.10' to the Southwest corner of original lease, thence continuing along said line, a distance of 570.00 feet to the point of BEGINNING.

2. The term of this lease is for two years commencing July 1, 1960, and ending June 30, 1962.

3. Lessee shall have the privilege of operating a Pitch and Putt Golf Course, a driving eange, and as a part of said operations, to sell refreshments including beer, soft drinks, sandwiches, cigarettes, and tobacco products. In addition, thereto, Lessee shall have the privilege of renting and selling golf clubs and other equipment incident to the sport of golf and of conducting golf instructions on the premises.

4. Payments by Lessee to City as consideration for the privilege herein granted shall be as follows:

- (a) Lessee shall pay City six per cent (6%) of all gross receipts to and including \$100,000.00; and eight per cent (8%) of all gross receipts in excess of \$100,000.00 but in no event shall Lessee make payments in an amount less than the annual minimum guarantee of \$4,500.00 payable in increments of 1/12 of said guarantee by the 10th of each month following the effective date of this agreement;
- (b) Thirty days after expiration of each quarter, Lessee shall file with Lessor 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 six per cent (6%) on sales to \$100,000.00 and eight per cent (8%) on sales in excess of \$100,000.00;
 - (2) Total monthly payments and quarterly 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 City of San Antonio shall accompany such statement of gross receipts filed with the Lessor in the amount of said excess.

5. The term "gross receipts" as used herein shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, 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, rental of equipment and any and all other services performed on the premises leased herein.

6. As part of the consideration for this agreement City agrees to furnish Lessee with the following city-owned equipment:

- 1 - Concrete block building, 1 story, office, 50'2" x 30'2" x 8'2" high.
- 1 - Concrete block building, 1 story, storage, 15'2" x 20'2" x 8'2" high.
- 1 - Chain link fence, 4' high, approximately 135'8", with 1 gate 3'10".
- 1 - Chain link fence, 4' high, approximately 132'9", with 1 gate 3'10".
- 1 - Chain link fence, 6' high, approximately 1,500'.
- 1 - Covered area, 63' x 15'6" x 10' high, corrugated steel roof, open.
- 21- Concrete driving platforms, 6'1" x 4'2".
- 2 - Practice putting greens, approximately 5,000 sq. ft. each.
- 1 - Tif grass nursery, 5,000 sq. ft.
- 1 - Underground water system, about 1,000 yds.
- 1 - 9 hole pitch and putt course.

7. Lessee agrees that in the event of a sale of said premises by the City of San Antonio to any person, firm, or corporation, or in the event the City desires to use said premises for any public purpose other than a Pitch and Putt Golf Course, the City may cancel this agreement by giving sixty days advance notice in writing to the Lessee; provided, that in time of public calamity, or emergency in connection with any flood, the City may immediately take possession of the demised premises for such purposes of flood control as it may deem necessary, and the rental thereof shall be abated for such period.

8. Lessee agrees to keep the said premises in good repair and good condition at all times during said term. Lessee further agrees that he will hold harmless, and reimburse and indemnify the City from and against all loss, 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 that may be incurred, or in any

way growing out of the use of the premises herein demised during the term of this lease, and will keep in force at all times a liability insurance policy issued by a reputable insurance company licensed to do business in Texas, which shall insure the Lessee and the City against any loss or liability as above stated, in the following amounts:

\$50,000.00 per person
\$100,000.00 per incident
\$10,000.00 property damage

9. Lessee acknowledges that he has examined the property leased and that it is suitable for all purposes for which it is leased, and it is leased as it is, regardless of any defects which may exist, whether same are apparent or otherwise.

10. This contract is strictly personal with the Lessee herein and the contract shall automatically cease and terminate in the event of his death or incapacity, with no survivors rights in the contract or the improvements on the premises during the term of this contract.

11. The Lessee acknowledges that the leased property is in the area of Franklin Field (Olmos Flood Detention Basin) and is subject to recurrent inundations and does hereby release the City from all debts, damages, and causes of action caused by flood water on the demised premises, and will remove everything that will float when a flood is anticipated.

12. Lessee agrees that all ordinances of the City of San Antonio and statutes of the State of Texas which apply to him in the conduct of said business or any business conducted on said premises by him will be obeyed and observed by him, his agents, servants, and employees; Lessee further agrees that he will not make, or suffer any unlawful, improper or offensive use of the property. Lessee promises that he will comply with all requirements of the Parks Department concerning the use of the premises herein leased, and will charge such prices as shall meet the approval of the Parks Director.

13. Lessee agrees to pay for all utility services furnished the leased premises during the term of this agreement.

14. It is understood that Lessee will maintain in good condition all equipment furnished him by the City and further that the premises herein demised will be maintained in a condition satisfactory to the City's Director of Parks and Recreation.

15. Lessee acknowledges that title to all permanent improvements erected by Lessee on the premises during prior leases with the City has now passed to the City of San Antonio. Provided further, that any permanent improvements erected by Lessee during the tenure of this lease shall, upon expiration thereof, pass to the City and Lessee agrees to execute any necessary release or quitclaim to the said permanent fixtures or improvements to the City. "Save and except as to those items set forth in Paragraph 16 of this lease agreement."

16. It is agreed between the parties, that upon expiration or cancellation of this lease agreement, Lessee shall have the right to remove from the above described premises all lighting equipment and fixtures including lighting fixtures, wiring, transformers, condensers, poles, and bulbs used for driving range lights, and lighting system for the Pitch and Putt Golf Course; in addition, the above ground water system, aluminum pipes, hoses, sprinklers and removable sprinkler heads.

17. Lessee agrees to provide City with itemized statements at such intervals and in such form as shall be prescribed by the City Director of Finance and shall keep such books and records as shall permit independent verification of the itemized statements. Copies of said records shall be provided the Director of Parks and Recreation when requested. Lessee agrees to permit the City's Director of Finance or his agents to inspect the records required hereunder at any time.

18. Lessee agrees to pay the City of San Antonio all personal property taxes levied against personal property owned by him on the demised premises.

19. If Lessee shall neglect or fail to pay the said rental or any installment thereof on the due date as provided, for herein, the City, may, at its option, cancel this agreement and terminate this lease; further provided, that if the Lessee, or his representatives, shall neglect or fail to perform and observe any covenant, promise, condition, or obligation herein, which on the Lessee's part is to be performed and/or observed, or if its leasehold estate shall be taken on execution, or if Lessee shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors then, in such case, the City, or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand, enter into and upon the demised premises or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming under him and remove his effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without having to answer to the Lessee, or those holding under him, for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph to-wit: the option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental of any installment thereof.

20. The foregoing instrument in writing constitutes the entire agreement, any other written or parol agreement with the City being expressly waived by the Lessee, it being understood that the Charter of the City requires that all contracts with the City be in writing and adopted by ordinance.

21. EXECUTED this the _____ day of _____, A.D., 1960.

CITY OF SAN ANTONIO

BY Charles Bissett
Chief Administrative Aide to the City Manager

ATTEST:

City Clerk

Accepted in all things by the undersigned this 20th day of September, 1960.

Charles B. Klein
Lessee

AN ORDINANCE 28, 877 ✓

EXTENDING THE AGREEMENT BETWEEN THE CITY AND G. HASSLOCKER FOR CONCESSIONS AT BRACKENRIDGE PARK ON A MONTH-TO-MONTH BASIS.

* * * * *

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

1. The duration of the concessions agreement between the City and G. Hasslocker manifested by Ordinance No. 25,128 passed and approved May 16, 1957, as amended by Ordinance No. 28,595 passed and approved June 23, 1960, is hereby extended from September 30, 1960 on a month-to-month basis.
2. Either party may terminate this agreement after thirty days written notice.
3. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 878

ACCEPTING THE LOW BID OF MEADER CORPORATION IN THE AMOUNT OF \$331,704.35 FOR THE RECONSTRUCTION OF WEST MARTIN STREET (FROM PECOS TO NORTHWEST 24TH STREET); AUTHORIZIN THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING \$331,704.35 PAYABLE TO MEADER CORPORATION AND \$15,000.00 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT OUT OF FUND NO. 479-10, STORM IMPROVEMENT BONDS.

* * * * *

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

1. The low bid of Meader Corporation in the amount of \$331,704.35 for the re-construction of West Martin Street (from Pecos Street to Northwest 24th Street) is hereby accepted.
2. The City Manager is hereby authorized to execute the standard City Construction Contract with Meader Corporation for the work of the project mentioned in Paragraph 1 above.
3. The Contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of Fund No. 479-10, Storm Improvement Bonds, payable to Meader Corporation:

- (a) \$331,704.35
- (b) \$ 15,000.00, Construction Contingency Account.

5. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R P R O T E M

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 879

APPROPRIATING FROM #479-13 STORM DRAINAGE IMPROVEMENT BOND FUND, 1957 SERIES, THE AMOUNT OF \$600.00, PAYABLE TO M. R. MITCHELL AND ASSOCIATES, CONSULTING ENGINEERS ON STORM DRAINAGE PROJECT NO. 43 AS A PORTION OF THE MISCELLANEOUS EXPENSES CONTINGENCY APPROPRIATION IN ORDER TO DETERMINE THE TYPE OF SOIL FOUNDATION AT THE STORM DRAINAGE PROJECT No. 43 LOCATION.

* * * * *

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

1. The amount of \$600.00 payable to M. R. Mitchell and Associates, Consulting Engineers on Storm Drainage Project No. 43, is hereby appropriated from No. 479-13 Storm Drainage Improvement Bond Fund, 1957 Series, as a portion of the miscellaneous expenses contingency appropriation, in order to determine the type of soil foundation at the storm drainage Project No. 43 location.

2. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R P R O T E M

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 880

APPROPRIATING THE SUM OF \$1,130.00 OUT OF ACCOUNT #479-01 STREET IMPROVEMENTS BOND FUND PAYABLE TO LEON EZELL, 602 FERRIS STREET, AS PAYMENT FOR THE LOWERING OF HIS GARAGE FLOOR TO PROVIDE REASONABLE ACCESS IN CONNECTION WITH THE NEBRASKA STREET PAVING PROJECT.

* * * * *

WHEREAS, by reason of construction in connection with the Nebraska Street Paving Project, and the related work on Ferris Street, a garage floor at 602 Ferris Street, owned by Leon Ezell shall have to be lowered to provide reasonable access; and,

WHEREAS Leon Ezell has indicated he does not wish the City to lower his garage floor, but would rather have the City pay him a sum equal to that which the City would spend in lowering the floor, NOW, THEREFORE:

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

1. The sum of \$1,130.00 payable to Leon Ezell, 602 Ferris Street, out of Account No. 479-01, Street Improvement Bond Fund, as a reasonable sum for the lowering of a garage floor at the aforementioned address, is hereby appropriated.

2. The aforementioned sum shall be paid to Leon Ezell upon his execution of a written release, releasing the City from any claim for money or damages in connection with construction on the Nebraska Street Paving Project and the related work on Ferris Street.

3. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R P R O T E M

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 881

ACCEPTING CERTAIN BIDS FOR EQUIPMENT IN CONNECTION WITH SEWER TREATMENT PLANT IMPROVEMENTS; APPROPRIATING \$130,798.00 OUT OF #479-14 SANITARY SEWER IMPROVEMENT BOND FUND AS PAYMENT FOR THE EQUIPMENT AFORESAID;

REJECTING ALL BIDS IN CONNECTION WITH THE SEWER TREATMENT PLANT IMPROVEMENTS FOR A BAR SCREEN AND GRINDER.

* * * * *

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

1. The following bids by the Walker Process Equipment, Inc., are hereby accepted:
 - a. \$14,323.00 for a primary clarifier mechanism.
 - b. \$17,196.00 for a final clarifier mechanism.
 - c. A discount of \$632.00 from the total purchase price of the aforementioned equipment offered by the Walker Process Equipment Corporation, in return for the City's acceptance of both bids by said company.
2. The bid of De Laval Steam Turbine Company for a 27,500 CFM Air Compressor in the amount of \$99,911.00 is hereby accepted.
3. The sum of \$30,887.00, payable to the Walker Process Equipment, Inc., representing \$14,323.00 for a primary clarifier mechanism and \$17,196.00 for a final clarifier mechanism, less \$632.00 discount by the aforesaid company, and the sum of \$99,911.00, payable to the De Laval Steam Turbine Company, as the purchase price for a 27,500 CFM air compressor, representing a total sum of \$130,798.00 is hereby appropriated, out of #479-14 Sanitary Sewer Improvement Bond Fund.
4. All bids for a bar screen and grinder inconnection with the Sewer Treatment Plant Improvement Projects are hereby rejected.
5. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 882

ACCEPTING THE LOW BID OF RUSS MITCHELL, INCORPORATED IN THE AMOUNT OF \$57,233.20 FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT 72 EXTENSION; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; APPROPRIATING THE SUMS OF \$57,233.20 AND \$5,000.00 PAYABLE TO RUSS MITCHELL, INCORPORATED OUT OF FUND NO. 479-13 STORM DRAINAGE IMPROVEMENT BONDS, SERIES 1957, FOR THE WORK OF THE CONTRACT AND A CONSTRUCTION CONTINGENCY ACCOUNT ON SAID PROJECT.

* * * * *

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

1. The low bid of Russ Mitchell, Incorporated for the construction of Storm Drainage Project 72 Extension is hereby accepted.
2. The City Manager is hereby authorized to execute the standard City Construction Contract with Russ Mitchell Incorporated for the work of the project mentioned in Paragraph 1 above.
3. The Contract is attached hereto and made a part hereof.
4. The following sums, payable to Russ Mitchell, Incorporated are hereby appropriated out of Fund No. 479-13, Storm Drainage Improvement Bonds, Series 1957,:
 - (a) \$57,233.20
 - (b) \$ 7,000.00
5. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 883 ✓

AN ORDINANCE GRANTING PERMISSION TO THE
BROADWAY OIL COMPANY TO USE THE CITY
SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS.

* * * * *

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

1. That the petition of Broadway Oil Company, 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 make 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 941 Exihtide CB 5848-A STREET, LOT 19 South East of 18
BLOCK 12, Terrel Hills, Texas

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in SanAntonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of theCity of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.
8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the Plumbing and the use of said sewers.
9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED 22nd day of September, A.D., 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

~~AN ORDINANCE 28, 885~~

~~AUTHORIZING THE CITY MANAGER TO EXECUTE A
LICENSE AGREEMENT PERMITTING THE UNITED
STATES OF AMERICA TO CONSTRUCT AND MAIN-
TAIN UTILITY LINES ON CITY RIGHT-OF-WAY
AT GRAYSON STREET.~~

AN ORDINANCE 28, 884

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT, POLICE AND JAIL SITE PROJECT, 87 NORTHWEST EXPRESSWAY PROJECT, STORM DRAINAGE PROJECT 35-D-1, STORM DRAINAGE PROJECT 68, OUTFALL SEWER OF MITCHELL LAKE, INTER-STATE HIGHWAY 35 PROJECT, SOUTH SIDE ARTERY PROJECT AND BIG FOOT DRAINAGE PROJECT.

* * * * *

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

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

PROFESSIONAL INVESTIGATORS
Transit Tower
San Antonio, Texas...the sum of- \$ 25.72
for services in connection with jury trial on Parcel #2543.

FRED HUNTRESS, Clerk County Court at Law
Bexar County, Court House,
San Antonio 5, Texas... the sum of- \$ 7.75

2. The following sums are hereby appropriated out of Police Headquarters Building Bond Fund #479-15, Jail and Police Headquarters Sites, in payment for statements attached hereto:

WILLIAM J. MOORE & ASSOCIATES
Bexar County Court House
San Antonio 5, Texas... the sum of- \$ 113.00
for transcript on Parcel 3782.

WILLIAM J. MOORE & ASSOCIATES
Bexar County Court House
San Antonio 5, Texas... the sum of- \$ 113.00
for transcript of Parcel #3781.

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

FRED HUNTRESS, Clerk, County Court at Law #2
Bexar County Court House
San Antonio 5, Texas... the sum of- \$ 12.65
for Court costs on Parcel No. 1805.

FRED HUNTRESS, Clerk, County Court at Law #2
Bexar County Court House
San Antonio 5, Texas... the sum of- \$ 12.65
for final Court costs on Parcel No. 1746.

FRED HUNTRESS, Clerk, County Court at Law #3
Bexar County Court House
San Antonio 5, Texas... the sum of- \$ 16.00
for final court costs on Parcel 2018.

PROFESSIONAL INVESTIGATORS
Transit Tower
San Antonio, Texas...the sum of- \$ 30.52
for services contacting jurors for possible misconduct on Parcel 24991.

4. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund #479-13, Drainage Project 35-D-1, in payment for statement attached hereto:

FRED HUNTRESS, Clerk, County Court at Law
Bexar County Court House
San Antonio 5, Texas...the sum of- \$ 7.00
for Court costs on Parcel 3573.

5. The following sums are hereby appropriated out of Sanitary Sewer Improvement and Extension Bonds, Series 1957, Fund #479-14, Mitchell Lake Outfall Sewerage, in payment for statements attached hereto:

ALAMO TITLE COMPANY
201 West Travis Street
San Antonio 5, Texas...the sum of- \$ 36.80
for title company charges on Parcel 3563.

ALAMO TITLE COMPANY
 201 West Travis Street
 San Antonio 5, Texas. the sum of- \$ 35.80
 for title company charges on Parcel 3560.

ALAMO TITLE COMPANY
 201 West Travis Street
 San Antonio 5, Texas. the sum of- \$ 36.05
 for title company charges on Parcel 3561.

6. The following sums are hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Section "A", Fund #478-01, in payment for statements attached hereto:

FRED HUNTRESS, Clerk, County Court at Law #2
 Bexar County Court House
 San Antonio, Texas. the sum of- \$ 13.55
 for Court Costs on Parcels 175-176 (Interstate Highway 35,
 formerly 81 South)

FRED HUNTRESS, Clerk, County Court at Law #2
 Bexar County Court House
 San Antonio, Texas. the sum of- \$ 13.55
 for final Court costs on Parcel 105 (Interstate Highway 35,
 formerly 81 South)

FRED HUNTRESS, Clerk County Court at Law #1
 Bexar County Court House
 San Antonio 3, Texas. the sum of- \$ 13.55
 for final Court costs on Parcel in South Side Artery Project.

FRED HUNTRESS, Clerk, County Court at Law #2
 Bexar County Court House
 San Antonio 5, Texas. the sum of- \$ 11.10
 for Court costs on Parcel No. E-123.

7. The following sum is hereby appropriated out of Storm Drainage Bond, Series 1956, Fund #479-03, Storm Drainage Project #68, in payment for statement attached hereto:

FRED HUNTRESS, Clerk, County Court at Law #2
 Bexar County Court House
 San Antonio 5, Texas. the sum of- \$ 12.65
 for Court costs on Parcel E-220..

8. PASSED AND APPROVED this 22nd day of September, A.D., 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
 Asst. City Clerk

AN ORDINANCE 28, 885 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT PERMITTING THE UNITED STATES OF AMERICA TO CONSTRUCT AND MAINTAIN UTILITY LINES ON CITY RIGHT-OF-WAY AT GRAYSON STREET.

* * * * *

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

1. The City Manager is hereby authorized to execute a license agreement providing for the construction and maintenance of utility lines by the United States of America on City right-of-way at Grayson Street.
2. The license agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 22nd day of September. 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
 Asst. City Clerk

DEPARTMENT OF THE ARMY

LICENSE FOR INSTALLATIONS UPON RIGHT-OF-WAY

THIS AGREEMENT, made this _____ day of September, 1960, by and between the CITY OF San Antonio, Texas hereinafter called the "Licensor", and the UNITED STATES OF AMERICA, hereinafter called the "Government"

WITNESSETH

THAT, for and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, tenew and remove utility lines along, across, beneath, and over the right-of-way and property of the Licensor at the following location, viz: Beginning at the SE corner of the intersection of Grayson and Spofford Streets in the City of San Antonio, Texas; being also the NW corner of United States Government property occupied by Ft. Sam Houston Bldg Nr. 44 (formerly the USAA Bldg, 1400 Grayson Street); Thence S 0°07' W, along the East line of Spofford Street, being also the West property line of the Government property, a distance of 60.0 feet to a point; Thence West, a distance of 13.5 feet to a point; Thence N 0°07' E, along a line parallel to the East line of Spofford Street, a distance of 111.0 feet to a point in the South reservation boundary line of Ft. Sam Houston, Texas; said point lying 6.0 feet South of the North line of Grayson Street, a distance of 106.3 feet East of US Monument Nr. B-6; Thence East, along the South Ft. Sam Houston boundary line, a distance of 8.0 feet to a point; Thence S 0°07' W a distance of 51.0 feet to a point; Thence East a distance of 5.5 feet to the point of beginning, containing 0.028 acres, more or less. in the County of Bexar, State of Texas as shown on the attached map marked Exhibit A, for use in connection with a Department of the Army establishment known as Fort Sam Houston, Texas, and upon the following terms, provisions, and conditions:

1. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.

2. The construction, operation and maintenance, renewal, and removal of the said installation shall be accomplished by the Government at its sole cost and expense and in such manner as will at all times enable the Licensor to use the surface of the right-of-way.

3. In the event of any future alterations of the property of the Licensor or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with such alterations.

4. The Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installations by the Government.

5. This agreement with the rights and privileges granted herein, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes granted. In either of the latter two events, cancellation may be effected by either party hereto upon thirty (30) days written notice to the other; and upon expiration of the said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and terminate.

6. The Government covenants and agrees that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.

7. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.

8. The construction, operation and maintenance, renewal, and removal of the said installation shall be accomplished by:

- a. Protection of an existing 8-inch sanitary sewer line, plus recognition of the Licensor's right to maintain, reconstruct or supplement same.
- b. Relocation or adjustment of Government's utility lines at no expense to Licensor if it ever becomes necessary to adjust grade of street or to install underground storm drainage.
- c. Protection of 10-inch water main, plus recognition of right in Licensor and/or the City Water Board to maintain, reconstruct or supplement same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

FOR THE LICENSOR:
City of San Antonio

FOR THE UNITED STATES OF AMERICA
Darrell L. Jackson

AN ORDINANCE 28, 886 ✓

ABANDONING, CLOSING, AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM THAT PORTION OF VADALIA STREET FROM NORTHWEST 34TH STREET TO HOPKINTON STREET BETWEEN NEW CITY BLOCKS 7471 AND 7474 TO THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT FOR A CONSIDERATION OF \$10.00.

* * * * *

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

1. Vadalía Street from Northwest 34th Street to Hopkinton Street between New City Blocks 7471 and 7474, more particularly described in the accompanying Quitclaim Deed which is incorporated by reference, is hereby closed and abandoned, and the City Manager is authorized to execute and deliver a Quitclaim Deed to the Edgewood Independent School District for \$10.00 when the replatting of this property is approved by the Planning Commission.

2. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 887

AUTHORIZING THE APPROPRIATION OF \$1,500.00 FROM THE NAMED FUNDS FOR PARCELS OF LAND AND ACCEPTING VARIOUS 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. \$1,000.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 Account No. 479-13 payable to the Commercial Abstract and Title Company as escrow agent for James Rasso and Joyce Ann Rasso for fee title to Lots 1 and 2, Block 41, NCB 3640, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Storm Drainage Project 58A, Parcel Numbers 3995 and 3996.

2. \$500 is hereby appropriated out of Sanitary Sewer Improvement and Extension Bonds, 1957 Account No. 479-14 payable to the Stewart Title Guaranty Company as escrow agent for Cora Dillion for an easement over, across, under, and upon a 35 foot strip of land out of Tract 2 and Tract 21, NCB 11169, Sanitary Outfall Sewer, Project S-6, Parcel E-389.

3. The Sanitary Sewer Easement over, across, under, and upon the West 10 feet of Lot 19, Block 3, NCB 10729 and the Construction Easement over, across, under, and upon the East 10 feet of the West 20 feet of Lot 19, Block 3, NCB 10729, dedicated by Ed Ruiz and Martha Ruiz, is hereby accepted. Sanitary Sewer Project S 19 and 20, Parcel E-389.

4. The easement dedicated by Dellcrest Incorporated over, across, under, and upon a strip of land 10' wide out of Lot 14, Block 1, NCB 12591, San Antonio, Bexar County, Texas, is hereby accepted. (Miscellaneous easements).

5. The License dedication of Bruce B. Bunting of Northwest Center Incorporated over a portion of Lot 31, NCB 8409 is hereby accepted. Storm Drainage Project 72 and 72X, Parcel 3690.

6. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 888

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$2047.50 TO TERRY THRIFT, JR. DUE TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

1. That the Director of Finance is hereby authorized to make the following refund, out of Account 303, to the following named individual as indicated:

Amount: \$2047.50

Payable to: Terry Thrift, Jr.
708 West Summit

Reason: Refund of double payment made on Lot N. E. 303.7 ft. of S. Irr. 918.8 ft. of S. W. 1115.1 ft. of Blk. 32, 3.04 Ac., Blk. 32, NCB 6997, Account No. 75-2646 of 1959 City and School Taxes. Payment made twice on July 30, 1960.

PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

- - - - -
AN ORDINANCE 28, 889 ✓

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE ALAMO PISTOL CLUB FOR THE RENTAL OF THE ALAMO PISTOL CLUB RANGE MONDAY THROUGH THURSDAY OF EACH WEEK UNTIL SEPTEMBER 30, 1961, FOR THE TRAINING OF POLICE DEPARTMENT PERSONNEL.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and the Alamo Pistol Club in words and figures as follows:

2. Alamo Pistol Club does by these presents lease to the City its firing range and facilities located three miles south of Loop 13 on the old Goliad Road at Salado Creek, within Bexar County, Texas for use by the City Police Department in the training of police personnel.

3. The term of the lease shall be for a one-year (1) period, from October 1, 1960 to September 30, 1961.

4. In consideration of the payment by City of the sum of \$600.00, the Alamo Pistol Club hereby further agrees to:

- (a) provide a minimum of fifty (50) standard firing position locations, constructed so as to provide shelter from rain and direct sunlight;
- (b) provide a minimum of fifty (50) target frames with metal holders in good working condition for use at 25 yard and 50 yard positions;
- (c) provide earthen backstops behind each target;
- (d) provide the facilities for a practical pistol course capable of testing three separate firing positions; this practical pistol course shall be situated and inclined to afford proper drainage.

5. City agrees to return possession and control of the range and facilities to the Alamo Pistol Club at the end of each period of occupancy in as good condition as when the City received possession, normal wear and tear excepted.

6. Either the City or the Alamo Pistol Club may terminate this lease upon thirty (30) days notice given in writing.

7. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 8890 ✓

AUTHORIZING THE PAYMENT OF THE SUM OF \$35,298.65
OUT OF SEWER RENTAL PLEDGE FUND #204 IN FULL AND
FINAL PAYMENT OF ALL ASSERTED RIGHTS TO COLLECT
FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CON-
STRUCTED 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 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 Pledge Fund #204, payable to the named parties in full and final settlement of all said parties' rights and claims to collect fees for connections made to particular privately constructed sanitary sewer lines:

a. \$32,690.61, payable to Harlandale Housing Corporation, of 2718 Military Drive, SW, San Antonio, Texas.

~~b. \$997.57, payable to Bremer & Wilhelm of 3031 Cul~~

b. \$997.57, payable to San Antonio Brick & Lumber Co., of 3902 Fredericksburg Road, San Antonio, Texas.

c. \$1,210.57, payable to Bremer & Wilhelm of 3031 Culebra Road, San Antonio, Texas.

d. \$108.90, payable to Lamar J. Griffin of 301 Rainbow Drive, San Antonio, Texas.

e. \$291.00, payable to Mrs. Oddy Gilbert, Independent Executrix of Archie Gilbert, Deceased, of 1218 Hutchins 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 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 891

AUTHORIZING AND DIRECTING THE CITY MANAGER
TO EXECUTE A RELEASE OF THE CITY OF SAN
ANTONIO'S CLAIMS AGAINST THE ROEGLEIN
PROVISION COMPANY AND EDWARD W. ANDERSON
FOR DAMAGE DONE TO A SAN ANTONIO TRANSIT
SYSTEM BUS, IN CONSIDERATION OF PAYMENT
BY THE ROEGLEIN PROVISION COMPANY OF THE SUM
OF \$589.40 TO THE CITY OF SAN ANTONIO.

* * * * *

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

1. The City Manager is hereby authorized and directed to execute on behalf of the City of San Antonio, a release of the City's claims against the Roeglein Provision Company and Edward W. Anderson for damage done to a San Antonio Transit System bus, in consideration of payment by the Roeglein Provision Company of the sum of \$589.94 to the City of San Antonio.

2. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann

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 any act or omission on the part of Lessee, its officers, agents, employees and servants.

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, activities 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. 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 damage 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.

5. Lessor shall furnish only the following services in the leased premises: air conditioning and heating; exterior building maintenance; lighting fixtures and maintenance thereof, excluding re-lamping.

6. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor, except as set out in Section 5. 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, other than as stated in Section 5.

7. 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.

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and AMERICAN AIR LINES, INC., a corporation incorporated under the laws of the State of Delaware, (hereinafter called "Lessee").

W I T N E S S E T H :

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

A total of 5,540 square feet of floor space in the Southeast corner of Hangar 3.

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 One (1) year commencing the first day of June, 1960.

3. The following rentals shall be paid by Lessee to Lessor:

A. For the total of 5,540 square feet of floor area in Hangar 3, a rental of \$0.40 per square foot per year;

B. For the total of 5,540 square feet of ground area underlying said floor area a rental of \$0.04 per square foot per year.

4. As a pro-rated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangar 3, Lessee agrees to pay to Lessor \$0.04 per square foot per year for the total of 5,540 square feet of floor space leased in Hangar 3.

5. 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 June, 1960.

6. Lessee shall have the exclusive use of one loading and unloading position for one large cargo aircraft adjacent to the Southeast corner of Hangar 3. Said aircraft shall be parked in such a way as not to obstruct the passage of other aircraft to and from the hangar area to the Southwest of Hangar 3.

7. 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.

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

A. To engage in the business of a certificated passenger airline, including related activities and rights as set forth in the Certificated Passenger Airlines Lease Agreement between Lessee and Lessor.

B. To use the leased premises for purposes related to Lessee's air freight activities, vehicles maintenance, and other purposes incidental thereto, subject to the limitations hereinafter imposed.

9. 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, except for roof and structural maintenance. 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, except as required for said roof and structural maintenance.

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 practice and at least equal in appearance and character, to other similar improvements on said Airport. In this connection, Lessee will keep all structures on the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

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

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

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

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

H. Lessee will pay all taxes and assessments levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes which are lawfully levied 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 damages or injuries to third persons or their property resulting from the use or occupancy of the said leased premises by Lessee; provided however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of Lessor, its agents, or employees; and provided further that Lessor shall 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; and to furnish Lessor with evidence that such insurance is in force at all times during the term of this lease and extensions thereof. This provision is not intended to create any cause of action in favor of any third party against Lessee or to enlarge in any way Lessee's liability but is intended solely to provide for indemnification of Lessor from liability for damage to third persons or property arising from Lessee's occupancy or use of the leased premises.

J. In the event Lessee fails to pay any rentals, charges, fees and all taxes and assessments lawfully levied within 15 days after Lessor transmits a statement therefor to Lessee (unless in such 15 day period Lessee shall have corrected such failure to pay,) the Lessor may immediately or at any time thereafter, terminate this lease. In the event Lessor is obligated to participate in any court proceedings in order to enforce any of its rights under this paragraph or to collect its rentals, fees and charges, Lessor, if successful in pursuing such litigation, shall be entitled to any additional amount in such sum as any Court having competent jurisdiction shall determine as a reasonable attorney's fee.

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

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

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

M. 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. 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 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.

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

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act; provided that such jurisdiction is not vacated or the proceedings stayed within thirty (30) days;
- D. The appointment of a receiver of Lessee's assets; provided that such appointment shall not be stayed or vacated within thirty (30) days;
- E. The divestiture of Lessee's estate herein by other operation of law;
- F. The abandonment by Lessee of its conduct of air transportation at the Airport for a period of ninety (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 ~~to remedy such default for a period of sixty (60) days~~ of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.
- H. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the carrying of passengers, cargo, property and United States Air Mail.

No waiver of default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by 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.

11. 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.

12. 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.

13. Notice 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 Lessee at 100 Park Avenue, New York 17, New York.

EXECUTED THIS _____ day of _____, 1960.

CITY OF SAN ANTONIO
Lessor

By _____
City Manager

AMERICAN AIRLINES, INC.
Lessee

BY _____
Vice-President

✓

AN ORDINANCE 28, 894

APPOINTING DR. H. VINCENT WALKER A MEMBER
OF THE PLUMBING APPEALS AND ADVISORY BOARD.

* * * * *

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

1. Dr. H. Vincent Walker is hereby appointed a member of the Plumbing Appeals and Advisory Board for a term expiring September 30, 1961, in place of Dr. Carl Bosshardt who was unable to serve and failed to qualify.

2. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 895

INCREASING THE AMOUNT OF THE CONTRACT BETWEEN
THE CITY AND KILLIAN HOUSE COMPANY FOR THE
1960 STREET OVERLAY PROGRAM IN THE AMOUNT
OF \$78,000.00; AND AUTHORIZING PAYMENT OF AN
ADDITIONAL \$78,000.00 TO SAID COMPANY AND
\$9,000.00 TO BE USED AS A MISCELLANEOUS
CONTINGENCY ACCOUNT OUT OF GENERAL FUND CON-
TINGENCY 70-01-01.

* * * * *

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

1. The work of the contract between the City of San Antonio and Killian House Company, adopted in Ordinance No. 28569 passed and approved June 16, 1960, is hereby amended to include additional overlay work in the amount of \$78,000.00.

2. The sum of \$87,000.00 is hereby transferred from General Fund Contingency 70-01-01 to Special Project 09-04-12 Street Overlay Program, and the following payments are hereby authorized out of Special Project 09-04-12 Street Overlay Program:

- a. \$78,000.00 to Killian House Company
- b. \$9,000.00 for a Miscellaneous Contingency Account.

3. The working time of the contract between the City and Killian House Company for 1960 Street Overlay Program is hereby increased from 120 to 150 days.

4. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 896

AMENDING ORDINANCE NO. 28437 WHICH AUTHORIZED
A CONTRACT BETWEEN THE CITY AND H. B. ZACHRY
COMPANY FOR THE STREET RECONDITIONING PROGRAM
OF 1960 TO INCREASE THE WORK OF SAID CONTRACT
25%; AND AUTHORIZING AN ADDITIONAL PAYMENT OF
09-04-10 TO H. B. ZACHRY COMPANY.

* * * * *

WHEREAS, the City entered into a contract with H. B. Zachry Company in Ordinance No. 28437 passed and approved April 21, 1960, for the reconditioning Program for 1960; and

WHEREAS, said contract reserves the right to the City to increase or decrease the work of said contract by 25%; and,

WHEREAS, it is the recommendation of the Director of Public Works that the City increase the work of the contract by 25%; NOW, THEREFORE:

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

1. The work of the contract authorized by Ordinance No. 28437 for the Street RE-conditioning Program for 1960 is hereby amended to include additional street reconditioning in the amount of \$42,391.00.
2. Payment of an additional \$42,391.00 to H. B. Zachry Company, out of General Fund Account; No. 09-04-10, is hereby authorized.
3. The working time of this contract is hereby increased from 120 days to 150 days.
4. The transfer of \$42,391.00 from General Fund Contingency 70-01-01 to Special Project Street Reconditioning Program 09-04-10 is hereby authorized.
5. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R P R O T E M

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 897

MANIFESTING A CONTRACT BETWEEN THE CITY
AND EMERSON & COMPANY CONCERNING THE
SECURING OF CONSENT OF HOLDERS OF ELECTRIC
AND GAS SYSTEM REVENUE BONDS TO THE
AMENDMENT OF THE INDENTURE SECURING
SAID BONDS.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Emerson & Company, hereinafter called "Emerson", agrees to undertake the task of securing the consent of the owners of 75% of outstanding San Antonio Electric and Gas System Revenue Bonds to the proposed amendment of the Indenture securing said bonds, under the following terms and conditions:

a. Emerson will prepare and disseminate the formal requests through investment channels, starting with the larger known holders on an individual personal solicitation basis and proceeding thereafter down to the small individual holders by such means as shall be most economical and efficient.

b. Prior to beginning formal solicitation of consents, Emerson will prepare the necessary analyses and descriptive material reasonably necessary and appropriate to the proper presentation of requests for consents.

c. Emerson will submit monthly progress reports to City on the first day of every month.

d. City has the right to terminate this contract by notifying Emerson, in writing, on or before the 10th day of any month, of City's intention to so terminate. Upon receipt of such notice, Emerson shall discontinue all further work hereunder, and shall immediately turn over to City all consents to that date obtained, and shall submit to City a final statement of expense and pro rata compensation based on work done by Emerson to such termination date. The basis for such pro rata compensation shall be \$1.75 per each \$1,000.00 bond consent theretofore obtained.

e. City agrees to compensate Emerson for such services as follows:

(1) The total compensation to be paid to Emerson shall be \$1.75 per each \$1,000.00 bond consent obtained, plus actual expenses incurred; provided, however, that Emerson shall not be entitled to reimbursement for any expense item in excess of \$100.00 unless the City Manager has given his prior approval to the incurring of such expense.

(2) Payment to Emerson shall be made as follows: Emerson shall, on the first day of each month, submit a bill to City for \$1,750.00 plus actual expenses incurred by Emerson, and City will pay the amount shown to be due by such bill within 20 days after receipt thereof. Within 30 days after the obtention by Emerson of the consents of the holders of 75% of said outstanding bonds, City will pay to Emerson the total fee due hereunder, less the aggregate amount of the monthly payments theretofore made. In this connection, Emerson acknowledges receipt of \$1,750.00, which amount shall be likewise deducted from the total fee due hereunder.

2.. Payment of all sums hereunder is hereby authorized to be made out of the 1960-61 General Fund.

3. PASSED AND APPROVED this 22nd day of September, 1960.

MIKE PASSUR, M A Y O R PRO TEM

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 28, 898

AMENDING ARTICLE IV, SEC. 42-36 OF THE CITY CODE TO PROVIDE FOR A 30-FOOT FRONT YARD FOR RESIDENTIAL BUILDINGS IN A SINGLE-FAMILY RESIDENCE DISTRICT.

* * * * *

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

1. That part of Section 42-36 of the City Code entitled "Front Yard for Residential Buildings" is hereby amended to read as follows:

"Front yard for residential buildings. There shall be a front yard having a depth of not less than 30 feet to the front line of the building, covered porch or covered terrace."

2. PASSED AND APPROVED this 29th day of September, A.D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 28, 999

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF APPLEBAUM & COMPANY, MODERN ELECTRONICS AND STRAUS FRANK COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN RADIO TUBES FOR A TOTAL OF \$6,363.41.

* * * * *

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

1. The attached low qualified bids of Applebaum & Company, Modern Electronics and Straus-Frank Company, dated September 23, 1960 to furnish the City of San Antonio Radio Division with certain radio tubes for a total of \$6,363.41, less discounts is hereby accepted as follows:

Applebaum & Co.
913 So. St Mary's
San Antonio, Texas

Certain radio tubes \$2,918.29
(Less 2% - delivery 10-30 days)

Modern Electronics Co.
2000 Broadway
San Antonio, Texas

Certain radio tubes 277.55
(Less 1/2 of 1% - delivery 14 days)

Straus-Frank Company
162 Coliseum Dr.
San Antonio, Texas

Certain radio tubes 3,167.57
\$6,363.41

2. Payment to be made from Working Capital Fund 6-01, Code 6-11.

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 000

CLOSING, ABANDONING, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE QUITCLAIM DEEDS TO PORTIONS
OF SANTA ANNA STREET TO THE KINMAN CONSTRUCTION
COMPANY FOR A CONSIDERATION OF \$50.00, AND
SANTA MONICA STREET TO J. R. NOLAN FOR A CON-
SIDERATION OF \$35.00.

* * * * *

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

- 1. Those portions of Santa Monica and Santa Anna Streets described in the accompanying Quitclaim Deede which are incorporated herein by reference are hereby closed and abandoned.
- 2. The City Manager is hereby authorized to execute Quitclaim Deeds to that portion of Santa Anna closed and abandoned by this Ordinance to the Kinman Construction Company for a consideration of \$50.00 and that portion of Santa Monica closed and abandoned by this Ordinance to J. R. Nolan for a consideration of \$35.00.
- 3. These deeds are not to be executed until the replatting including the parcels involved has been accepted by the City.
- 4. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 001

AMENDING PARAGRAPH 1e(1) OF ORDINANCE NO. 28, 513
TO REFLECT THE MANNER IN WHICH THE FUNDS IN PAYMENT
FOR CERTAIN PROPERTY SHOULD BE DISBURSED.

* * * * *

WHEREAS, Paragraph 1e(1) of Ordinance No. 28,513, passed and approved on May 26, 1960, erroneously states that the entire sum of \$300.00 was payable to Guaranty Abstract and Title Company for the deed to certain property; and,

WHEREAS \$250.00 should have been appropriated, payable to Guaranty Abstract and Title Company for the deed, and \$50.00 appropriated payable to Tom H. King, Attorney at Law; NOW, THEREFORE:

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

- 1. Paragraph 1e(1) of Ordinance No. 28,513, passed and approved May 26, 1960, is hereby amended to read as follows:

"e. Storm Drainage Improvement Bond Fund Series 1957, Account No. 479-13. Storm Drainage Project #85-

(1) \$300.00 payable as follows:

(a) \$250.00 payable to Guaranty Abstract and Title Company, as escrow agent for the Estate of John P. Forrest, Deceased, for fee simple title to Lot 5 in Block 192, NCB 9718, Los Angeles Heights Addition in San Antonio, Bexar County, Texas. Parcel #3595.

(b) \$50.00 payable to Tom H. King, Attorney at Law, for obtaining the administratrix' deed for the above described property."

2. PASSED AND APPROVED this the 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 002 ✓

CLOSING, ABANDONING, AND AUTHORIZING THE
CITY MANAGER TO QUITCLAIM CERTAIN STREETS TO
THE NAMED PARTIES FOR THE STATED SUMS.

* * * * *

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

1. Lorenz Drive between Ashyia Way and Terra Alta, more fully described in the accompanying Quitclaim Deed which is incorporated herein by reference, is hereby closed and abandoned and the City Manager is authorized to Quitclaim same to Elvira O. Lorenz, the dedicator of this parcel which has never been put to use for a nominal consideration. The Deed will not be delivered until the Planning Commission has approved the property's replatting.

2. Old Mission Street between Pyron and Huff, more fully described in the accompanying Quitclaim Deeds which are incorporated herein by reference, is hereby closed and abandoned and the City Manager is authorized to Quitclaim same to Raymond Guerrero and Ann Marie Summers for a consideration of \$330.00 and \$110.00 respectively. The Deeds will not be delivered until the Planning Commission has approved the property's replatting.

3. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 003

APPROPRIATING \$7,355.00 OUT OF THE NAMED
FUNDS FOR THE PURCHASE OF CERTAIN RIGHT
OF WAY AND ACCEPTING AN EASEMENT DEDICATION
ALL IN CONNECTION WITH THE CITY 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 No. 479-13 for the acquisition of certain parcels of land to be used for the construction of Storm Drainage Project 58A.

a. \$5,550.00 payable to the Commercial Abstract and Title Company as escrow agent for Ninfa Garza and Martin Epstein, for fee title to all of Lot 47 and the West 15 feet of Lot 48, NCB 8288, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. Parcel No. 4032 and 4033.

b. \$550.00 payable to the Commercial Abstract and Title Company as escrow agent for Anita Zertuche Dominguez and John Dominguez, for fee title to all of Lot 14, Block 30, NCB 3629, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Parcel Nos. 3997 and 3998.

c. \$450.00 payable to the Commercial Abstract and Title Company as escrow agent for Andrea G. Cardona for a permanent easement over, across, under, and upon the South 10 feet of Lot 4, Block 70, NCB 3667, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, Parcel No. 3969.

d. \$670.00 payable to the Commercial Abstract and Title Company as escrow agent for Concepcion Niera for a permanent easement over, across, under, and upon a portion of Lot 22, Block 6, NCB 9256, lying and being situated within the corporate limits of the city of San Antonio, Bexar County, Texas, Parcel 4083.

2. \$135.00 is hereby appropriated out of Sanitary Sewer Improvement Bond Fund, (Series 1957) Account No. 479-14 payable to the Alamo Title Company as escrow agent for Phil Hodes and wife, Lynda Hodes for a permanent easement over, across, under, and upon a parcel of land containing .008 acres out of County Block 4283, San Antonio, Bexar County, Texas, Sewer Outfall of Mitchell Lake Project, Parcel No. 3562.

3. The easement to the South 5 feet of Tract A, NCB 12444 granted to the City by R. W. Briggs to be used in connection with the City Sidewalk Program is hereby accepted.

4. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - - - -
AN ORDINANCE 29, 004 ✓

ABANDONING AND CLOSING PORTIONS OF CULLIN AVENUE,
HILTON AVENUE, AND AN ALLEY IN NCB 9303 AND 9304.

* * * * *

WHEREAS Mr. H. B. Zachry has petitioned for the closing and abandoning by the City of Cullin Avenue, where it divides NCB 9303 and 9304; Hilton Avenue, where it presently divides NCB 9302 and 9303; and a twenty (20') foot alley in NCB 9303 and 9304, so that he may replat NCB 9303 and 9304 into a large block for commercial subdivision purposes; and,

WHEREAS the new plat of NCB 9303 and 9304 has been submitted and accepted by the various City departments and outside agencies concerned; NOW, THEREFORE:

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

1. The following streets and alleys are to be closed and abandoned upon the filing of the accepted plat of NCB 9303 and 9304:

- a. Cullin Avenue, as it divides NCB 9303 and 9304.
- b. Hilton Avenue, where it divides NCB 9302 and 9303.
- c. The 20-foot alley in NCB 9303 and 9304.

2. PASSED AND APPROVED this 29th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - - - -
AN ORDINANCE 29, 005

AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR EASEMENTS WITH
THURMAN BARRETT, SR. AND THURMAN BARRETT,
JR. ✓

* * * * *

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

1. The City Manager is hereby authorized to enter into an agreement for easements with Thurman Barrett, Sr. and Thurman Barrett, Jr., which agreement is attached hereto and made a part hereof for all things.

2. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

- - - - -
AGREEMENT FOR EASEMENTS

STATE OF TEXAS X

COUNTY OF BEXAR X

That we, THURMAN BARRETT, SR., and THURMAN BARRETT, JR., herein called "Grantors", and the CITY OF SAN ANTONIO, hereinafter called "City", in consideration of the agreements set out herein, hereby contract and agree as follows:

Grantors contract to grant, sell and convey drainage easements to the City of San Antonio, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

PARCEL #3820:

0.127 of one acre of land, more or less, some being all of that certain strip of land in New City Block 9472 in the City of San Antonio, which 0.127 of one acre of land, more or less is more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said strip of land, said point being the point of intersection of the division line between New City Blocks 9471 and 9472 in the City of San Antonio and the south right-of-way line of Loop 13 Highway (Military Drive);

THENCE North 89° 52' 30" East a distance of 25.00 feet along the South line of said Highway to the Northeast corner of said strip of land;

THENCE South 00° 03' 38" West a distance of 221.10 feet along the East line of said strip of land, also being the West line of an unnumbered lot and Lot 11 in said New City Block 9472 owned by R. M. Kendrick and A. L. Braden, to the Southeast corner of said strip of land on the North line of Emilie Avenue, said point being also the Southwest corner of said Lot 11;

THENCE South 89° 52' 30" West, a distance of 25.00 feet along the North line of Emilie Avenue to the Southwest corner of said strip of land on the division line between New City Blocks 9472 and 9471;

THENCE North 00° 03' 38" East a distance of 221.10 feet along the West line of said strip of land and the division line between New City Blocks 9472 and 9471 to the point of beginning.

PARCEL #3821:

0.041 of one acre of land, more or less, same being out of and a part of that certain tract of land out of Tract 3 of a subdivision of Block "E" of the Lecomte lands, plat of which is recorded in Volume 642, Page 33, Plat Records of Bexar County, Texas, said property being in New City Block 9472 in the City of San Antonio, which 0.041 of an acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said Thurman Barrett, Jr. property, said point BEING THE INTERSECTION of the south line of Emilie Avenue and the West line of New City Block 9472 in the City of San Antonio:

THENCE North 89° 52' 30" East a distance of 25.00 feet along the north line of the Thurman Barrett, Jr. property and the South line of Emilie Avenue to a point for a corner;

THENCE South 00° 03' 38" West a distance of 71.00 feet to a point for a corner on the South line of the Thurman Barrett, Jr. property, also being the North line of a part of said Tract 3 conveyed by Thurman Barrett, Jr., to the City of San Antonio;

THENCE South 89° 52' 30" West a distance of 25.00 feet along the division line between said Thurman Barrett, Jr. and City of San Antonio properties to a common corner of said properties on the West line of New City Block 9472;

THENCE North 00° 03' 38" East a distance of 71.00 feet along the West line of said Thurman Barrett, Jr. property and the West line of New City Block 9472 to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

The agreed consideration includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the Grantors, if any.

The City agrees that it will construct a new culvert on South Zarzamora Street, at the creek, approximately 1700 feet south of Hutchins Avenue. It will consist of three 6'x3' boxes 60 feet long. Bids for such project will be called for September 22 with construction beginning on or about October 24, 1960.

It is further agreed that approximately 1500 lineal feet of South Zaramora Street adjacent to the aforementioned culvert will be constructed according to City specifications as follows:

(1) Grantors will do the necessary excavation and will make the fill needed adjacent to said culvert.

(2) Grantors will furnish the gravel and City crews will spread and compact same.

(3) Grantors will furnish the asphalt and City crews will lay the asphalt.

Said street construction will commence during construction of said culvert or immediately after its completion.

EXECUTED this the 14th day of September, A.D., 1960.

/s/ Thurman Barrett, Sr.

/s/ Thurman Barrett, Jr.

AN ORDINANCE 29, 006

APPROPRIATING FUNDS OUT OF STREET IMPROVEMENT BOND FUND NO. 479-01 (1955 ISSUE) IN THE AMOUNT OF \$3,500.00 TO PAY FOR ADDITIONAL EXPENSES INCURRED IN CONNECTION WITH THE NEBRASKA STREET PROJECT.

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

1. The amount of \$3,500.00 is hereby appropriated out of Street Improvement Bond Fund No. 479-01 (1955 Issue) to pay for restaking, relocating sewer mains and stabilities made by Trinity Testing Laboratories required in conjunction with the Nebraska Street Project Engineering Contract.

2. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher City Clerk

AN ORDINANCE 29, 007

APPROPRIATING FUNDS OUT OF SANITARY SEWER FUND BOND, FUND NO. 479-14 (1957 SERIES) IN THE AMOUNT OF \$2,473.60 FOR THE RE-IMBURSEMENT OF GENERAL FUND ACCOUNT NO. 09-02-03 IN PAYMENT OF MATERIALS PURCHASED IN CONNECTION WITH MISCELLANEOUS SEWERS, PROJECT NO. 27ABC.

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

1. The sum of \$2,473.60 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) for the reimbursement of General Fund, Account No. 09-02-03 in payment of materials purchased in connection with Miscellaneous Sewers Project 27ABC.

2. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher City Clerk

AN ORDINANCE 29, 008

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF MR. & MRS. PERRY ZELLER.



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

1. That the petition of Mr. & Mrs. Perry Zeller, 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 make 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 220 Geneseo Rd. STREET, LOT Parcel "B" of Tract "B"
BLOCK 56 AA-B Terrell Hills, Texas

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental ~~commencing-on-the~~ shall be returned, less any expenses 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 License 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 29th day of September, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

The foregoing permit and the conditions are accepted.

/s/ Mrs. P. S. Zeller
/s/ P. S. Zeller

AN ORDINANCE 29, 009

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF ARNOLD J. FRY.

* * * * *

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

1. That the petition of Arnold J. Fry, 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 ou 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-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 137 Glenarm STREET, LOT 5 & 6
BLOCK 3 Co. B. 5303 Balcones Heights, Texas

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. FRANK GALLAGHER
City Clerk

The foregoing permit and the conditions are accepted;

/s/ Arnold J. Fry
/s/ Mrs. A. J. Fry

AN ORDINANCE 29,010

AUTHORIZING THE USE OF THE FACSIMILE
SIGNATURE OF THE DIRECTOR OF FINANCE
ON SEWER CHARGE REFUND CHECKS.

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

1. The use of the facsimile signature of the Director of Finance on sewer charge refund checks, being IBM checks serially numbered from Number 1 to Number 150,000, is hereby authorized.

2. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 011

APPROPRIATING \$50,000.00 OUT OF SEWER RENTAL
PLEDGE FUND NO. 204; AND AUTHORIZING REFUNDS
IN ACCORDANCE WITH THE REVISED SEWER CHARGES
ADOPTED IN ORDINANCE NO. 28, 721.

* * * * *

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

1. The sum of \$50,000.00 is hereby appropriated out of Sewer Fental Pledge Fund No. 204 for the purpose of making, and the Finance Director is hereby authorized to make, re-funds in accordance with the revised sewer charges adopted in Ordinance No. 28,721, passed and approved July 14, 1960.

2. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 012

DESIGNATING CERTAIN PORTIONS OF RAMSEY
ROAD AS EAST RAMSEY ROAD AND WEST RAMSEY
ROAD.

* * * * *

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

1. That portion of Ramsey Road extending from a point 650 feet northwest of the northwest line of Isom Road southeast to Jones-Maltzberger Road is hereby changed to and designated as East Ramsey Road.

2. That portion of Ramsey Road extending from a point 650 feet northwest of the northwest line of Isom Road northwest to Blanco Road is hereby changed to and designated as West Ramsey.

3. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 013

DIRECTING THE SALE OF PERSONAL PROPERTY
CONSISTING OF 87 MOTOR VEHICLES 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 of the San Antonio Code, the Chief of Police of the City of San Antonio has reported that there is in the possession of the Police Department certain personal property consisting 87 vehicles not owned or claimed by the City of San Antonio. A schedule of such property having heretofore been filed with the City Clerk and with the Chief of Police, said property having been in the possession of the Police Department for more than NINETY (90) DAYS is unclaimed and on which there are charges unpaid and due to the City; NOW, THEREFORE:

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

1. Said property consisting of 87 vehicles, more particularly described in the afore-said schedule, a copy of which is attached hereto and made a part hereof, is hereby ordered

to be sold at a public auction after TEN (10) DAYS by the publication of this ordinance in the "Commercial Recorder" giving the day, hour, and place of sale.

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 in lots consisting of any number from 1 to 87, depending on what offers in the opinion of the Chief of Police or his representative are for the business interest of the City; said sale to be held at the San Antonio Police Storage Lot at Stinson Field on the 11th day of October, 1960, between the hours of 10 a.m. and 12 noon and during the same hours on each succeeding business day thereafter until all of said vehicles are disposed of.

4. Said property may be retained by the owner at anytime prior to its sale by satisfying the Chief of Police of the true ownership thereof and by paying 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 as requested will be executed by the Chief of Police of the City of San Antonio to the purchaser, but no title transfer or title paper of any nature will be given.

6. Within FIVE (5) DAYS after said sale, the Chief of Police shall make a report thereof under oath to the Controller of the City of San Antonio and shall account for the money received at said sales in the same manner as is prescribed for him to account for all other moneys that may come into his custody as Chief of Police of the City of San Antonio.

7. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 014 ✓

AUTHORIZING THE PAYMENT OF THE SUM OF \$24,393.36
OUT OF SEWER RENTAL PLEDGED FUND #204 IN FULL AND
FINAL SETTLEMENT OF ALL ASSERTED RIGHTS TO COLLECT
FEES FOR CONNECTIONS TO CERTAIN PRIVATELY CON-
STRUCTED 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 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 said parties' rights and claims the following named parties are asserting to collect fees for connections made to particular privately constructed sanitary sewer lines:

- a. \$1,302.18 payable as follows:
- \$325.55 payable to A. L. Braden, c/o Sunset Service, 921 So. Flores St., San Antonio, Texas;
 - \$325.55 payable to Mrs. L. Williams, 1718 Austin Highway, San Antonio, Texas;
 - \$325.54 payable to Mrs. R. D. Lee, 2712 Roosevelt, San Antonio, Texas;
 - \$325.54 payable to Community Realty Co., 3022 E. Houston, San Antonio, Texas;

b. \$95.22 payable to Sebera Plumbing & Appliance Co., 2310 Nogalitos Street, San Antonio, Texas.

c. \$3,571.59 payable to Callaghan Road Development Company of 4439 Babcock Road, San Antonio, Texas.

d. \$133.99 payable to Paul Kardow of 2747 Roosevelt, San Antonio, Texas.

e. \$13,265.42 payable to W. K. Ewing Company, Inc., of 1035 Navarro Street, San Antonio, Texas.

f. \$835.20 payable to Claude Scruggs of 5715 Monterrey Street, San Antonio, Texas.

g. \$4,464.50 payable to Albert A. Lowery of 319 Military Drive, San Antonio, Texas.

h. \$725.26 payable to Kenneth L. Browne of 950 W. Hildebrand, 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 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 015

ACCEPTING THE HIGH BID OF H. H. WEBB FOR THE GOLF DRIVING RANGE AND MINEATURE GOLF COURSE CONCESSION AT BRACKENRIDGE PARK; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH H. H. WEBB FOR A THREE-YEAR PERIOD.

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

1. The high bid of H. H. Webb for the Golf Driving Range and Miniature Golf Course Concession at Brackenridge Park is hereby accepted.

2. The City Manager is hereby authorized to execute a contract with H. H. Webb for the Golf Driving Range Concession at Brackenridge Park for a three-year period according to the terms of the specifications of the bid which is incorporated herein by reference.

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

4. PASSED AND APPROVED this 29th day of September, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
(
COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:

This makes and manifests a contract between the City of San Antonio, a municipal corporation, hereinafter called "CITY" and H. H. Webb, hereinafter called "CONCESSIONAIRE" in words and figures as follows to-wit:

WITNESSETH

1. In consideration for the payments hereinbelow stated CITY hereby grants CONCESSIONAIRE the right and privilege of operating a Golf Driving Range and Miniature Golf Course concession in that area of Brackenridge Park, Bexar County, Texas, more particularly described as follows:

BEGINNING at a point which is the intersection of the North line of East Mulberry Avenue and the West line of Brackenridge Park;

THENCE in a Northerly direction along the West line of Brackenridge Park to a point in the South line of a baseball field;

THENCE in an Easterly direction along the South line of said baseball field to a point in the West line of Memorial Drive;

THENCE in a Southerly direction along the West line of Memorial Drive to a point in the North line of East Mulberry Avenue;

THENCE in a Westerly direction along the North line of East Mulberry Avenue to a point of beginning.

Same being the tract commonly known as the "Brackenridge Park Polo Field."

2. The period of this privilege is three years commencing October 1, 1960 and terminating September 30, 1963.

3. CITY grants CONCESSIONAIRE the privilege of using these premises for the purpose of operating a Golf Driving Range, a Miniature Golf Course, and for no other purpose or line of business; CONCESSIONAIRE shall have the right, however, on such premises to sell foods, refreshments, sandwiches, tobacco products, golf balls and equipment, and other sporting equipment incidental to the sport of Golf; and of conducting golf instructions on the Premises.

4. CONCESSIONAIRE agrees that the prices charged for either merchandise or services on these premises will be those prices charged for similar privileges, merchandise and services, and the Director of Parks and Recreation will approve and represent the CITY on any matter which would concern this concession and its operation.

5. CITY agrees to furnish the following equipment to CONCESSIONAIRE for the purpose of conduction and operating the concession herein granted:

30'6" x 16' x 8'8" high, concrete block clubhouse
 Two metal pipe awning frames 10' x 33'6"
 Two metal pipe awning frames 9' x 18'
 One - 18 hole miniature golf course on concrete reinforced slabs
 780 feet of wooden picket fence, 30" high
 Ten quick-coupler, 1" valve sprinkler heads on City water line
 90 feet of 6" tile underground drainage pipe
 One septic tank 6' diameter, 4' deep, with 2 laterals for overflow.
 One asphalt tee line, 360' x 4'
 One practice green, 18 holes, approximately
 5,000 square feet.

6. CONCESSIONAIRE agrees to maintain in good condition all City furnished equipment and to maintain the area and premises described herein and all facilities and equipment utilized in the operation of this privilege in a clean and sanitary condition.

7. CONCESSIONAIRE hereby agrees to make the following improvements on the premises herein demised:

- a. Paint Exterior and Interior of Concrete Clubhouse within sixty (60) days of occupancy.
- b. Install awning on three sides of Clubhouse building within sixty (60) days of occupancy.
- c. Install practice trap and approach practice area within ninety (90) days of occupancy.
- d. Renovate, improve and modify Miniature Golf Course.
- e. Provide adequate drainage.
- f. Reconstruct Practice Green and plant new #328 Tiffany Grass.
- g. Install structure at end of Tee lines for shading practicing customers from sun during hot weather. To be completed prior to hot weather season.
- h. Asphalt and enlarge Parking Area when dry weather makes it feasible.
- i. Improve Walkways with new asphalt as soon as dry weather is anticipated.
- j. Landscape all necessary Areas during dormant season.

8. CONCESSIONAIRE hereby acknowledges that right to all permanent improvements and equipment furnished by CITY for the operation of this concession is vested in said CITY and that there exists no right to remove said permanent fixtures or equipment at the termination of this agreement.

9. As consideration for the privilege herein granted CONCESSIONAIRE agrees to make the following payments to CITY:

- a. An annual minimum guarantee in the amount of \$3,612.00, payable 1/12 monthly, in advance, by the 10th of each month following the effective date of this agreement.
- b. Payment of 8% of all gross receipts to and including \$50,000.00 and 10% of all gross receipts in excess of \$50,000.00 but in no event shall CONCESSIONAIRE make payments in an amount less than the annual minimum guarantee set out in Paragraph 9a above.

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 & S - Page 484*

*Amended 6-12-63
Ord 31437*