

AN ORDINANCE 22,237

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

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

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

(Case No. 607)

The re-classification and re-zoning of Lots 1, 2, and 3, N.C.B. 8712, from "A" TEMPORARY RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT

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

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

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

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,238

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

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

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

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,239

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

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

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

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

3. This ordinance shall become effective immediately.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

CITY OF SAN ANTONIO, TEXAS,

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

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

HOUSING AUTHORITY OF THE CITY OF
SAN ANTONIO, TEXAS

By _____
Chairman

ATTEST:

Secretary

AN ORDINANCE 22,240

ACCEPTING THE ATTACHED LOW BID OF TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH ONE FORD DIESEL TRACTOR FOR A TOTAL OF \$3,942.50

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

1. That, the attached low bid of The Torgerson Company, 1200 S. Flores Street, San Antonio, Texas, dated January 23, 1956, to furnish the City of San Antonio Department of Parks and Recreation with one FMD-14 Tractor, 102-D Loader for a net total of \$3,942.50 be and the same is hereby accepted.
2. That the low bid of The Torgerson Company is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-02-01.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 2nd day of February, A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,241

ACCEPTING A DEED FROM D. L. ECHOLS AND JUNE VAN TUYL ECHOLS CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 791, and APPROPRIATING THE SUM OF \$9500.00 TO PAY FOR SAME

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

1. That the deed from D. L. Echols and June Van Tuyl Echols conveying to the City of San Antonio the following described property:

Lot 6 in New City Block 9726, ARGONNE HEIGHTS, 7th filing, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 2575, Page 259 of the Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$9500. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Guaranty Title Company, to be used in payment for such property.
3. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,242

ACCEPTING A DEED FROM THOMAS C. RODRIGUEZ AND WIFE JOSEPHINE RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO PARCELS NOS. 350, 351, AND 352, AND APPROPRIATING THE SUM OF \$6500.00 TO PAY FOR SAME

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

1. That the deed from Thomas C. Rodriguez and wife, Josephine Rodriguez conveying to the City of San Antonio the following described property:

Lots Four (4), Five (5) and Six (6), Block One (1), New City Block Six Thousand Six Hundred Seventy-three (6673) COLONIA BUENA VISTA ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 642, Page 193, of Bexar County Deed and Plat Records.

be and is hereby accepted.

2. That the sum of \$6500. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company, to be used in payment for such property.
3. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,243

ACCEPTING A DEED FROM JESSE A. AGUILAR CONVEYING TO THE CITY OF SAN ANTONIO LOTS 45 AND 46 IN BLOCK 5, NCB 8952, AND APPROPRIATING THE SUM OF \$800.00 TO PAY FOR SAME

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

1. That the deed from Jesse A. Aguilar conveying to the City of San Antonio Lots 45 and 46 in Block 5, NCB 8952, be and is hereby accepted.
2. That the sum of \$800.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Company to be used in payment for said lots.
3. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,244

ACCEPTING A DEED FROM MANUEL QUINTERO AND WIFE, VICTORIA G. QUINTERO CONVEYING TO THE CITY OF SAN ANTONIO, LOTS 22, 23, AND 24, BLOCK 3, NEW CITY BLOCK 6675, COLONIA BUENA VISTA ADDITION, AND APPROPRIATING THE SUM OF \$8,500.00 TO PAY FOR SAME

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

1. That the deed from Manuel Quintero and wife, Victoria G. Quintero, conveying to the City of San Antonio the following described property:

Lots 22, 23, 24, BLOCK 3, NCB 6675, COLONIA BUENA VISTA ADDITION, situated within the corporate limits of the City of San Antonio, according to map or plat recorded in Vol. #642, Page 193, Deed & Plat Records of Bexar County, Texas,

be and is hereby accepted.
2. That the sum of \$8500.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company, to be used in payment for such property.
3. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,245

AUTHORIZING PAYMENT OF CLOSING COSTS TO VARIOUS TITLE COMPANIES ON RIGHT-OF-WAY PURCHASES FOR EXPRESSWAY PURPOSES, AND APPROPRIATING THE SUM OF \$2,650.69 OUT OF 1955 EXPRESSWAY & STREET IMPROVEMENT BOND FUND THEREFOR

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

1. That payment is hereby authorized to the title companies named herein for closing costs in connection with purchases of right-of-way in the amounts shown:

<u>Parcel No.</u>	<u>Seller</u>	<u>Amount</u>
TO ALAMO TITLE COMPANY:		
323	Concepcion S. Coca, et vir (55539)	\$ 62.45
328	Domingo Cardenas (55560)	102.98
329	Jesus Villanueva (55551)	104.76
	Total	\$ 270.19
TO COMMERCIAL ABSTRACT & TITLE CO:		
127, 128	Benito Carreon et ux (89052)	105.40
124	Josephine Aguilar De Soto (89049)	67.40
115	Guadalupen Espinoza et vir (89040)	90.65
113,114	Heriberto Arredondo (89038)	127.45
111, 112	Willie Solis et ux (89036)	94.70
106, 107	Luz O. De Acosta et vir (89031)	96.70
70	W. F. King et ux (88998)	103.50

81. Jose Gonzalez et ux (89008) 87.70
 Total \$ 773.50

TO GUARANTY ABSTRACT & TITLE COMPANY:

784 Richard S. Calahan (38610) 95.45
 785 Charles A. Cupp (38611) 90.10
 783 Henry B. Albach, Jr. (38609) 90.10
 777 Marshall H. Cargill (38604) 96.45
 778 Stanley H. Davis 98.00
 Total. \$ 470.10

TO GUARDIAN ABSTRACT & TITLE COMPANY:

268 Jose G. & Lupe T. Rodriguez (18246) 91.25
 263,264 Rufus & Adela Davis 101.20
 228, 229, Mrs. Santos S. Lopez (18223) 146.75
 226, 227) \$ 339.30

TO SECURITY TITLE COMPANY:

522 Bettie Hicks Srubar Trafton et vir (37111) 82.20
 1031 George Watson, Jr., et ux (37535) 98.00
 524 Wallace Worley, et ux (37118) 92.90
 521 Elmer L. Johnson, et ux (37119) 98.00
 \$ 371.10

TO STEWART TITLE GUARANTY COMPANY:

415 L N. Fabor (110236) 95.35
 502 Gregorio T. Mejia (110434) 42.35
 413 Hugo A. Wilks (111647) 107.10
 435 Phillip Barragan et ux (110223) 98.15
 Total \$426.60

GRAND TOTAL \$2,650.69

2. That the sum of \$2,650.69 is hereby appropriated out of 1955 Expressway & Street Improvement Bond Fund in payment to the above named title companies for closing costs in connection with right-of-way acquisition.

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

E. R. Crumrine
 Mayor Pro-tem

ATTEST:
 J. H. Inselmann
 Asst. City Clerk

AN ORDINANCE 22,246

APPROPRIATING THE SUM OF \$171.20 OUT OF 1955 EXPRESSWAY AND STREET IMPROVEMENT BOND FUND TO PAY FRED HUNTRESS, COUNTY CLERK OF BEXAR COUNTY, COURT COSTS AS PER ATTACHED COST BILLS HERETO

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

1. That the sum of \$171.20 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Fred Huntress, County Clerk of Bexar County, Texas, for court costs in cases No. 45966 and No. 46353, as per cost bills and explanatory letter hereto attached.

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

E. R. Crumrine
 Mayor Pro-tem

ATTEST:
 J. H. Inselmann
 Asst. City Clerk

AN ORDINANCE 22,247

APPROPRIATING THE SUM OF \$456.91 OUT OF 1955 EXPRESSWAY AND STREET IMPROVEMENT BOND FUND, PAYABLE TO FRED HUNTRESS, COUNTY CLERK OF BEXAR COUNTY, TEXAS, FOR COURT COSTS ACCRUED IN CONDEMNATION CASES

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

1. That the sum of \$456.91 be and is hereby appropriated out of 1955 Expressway and

Street Improvement Bond Funds, payable to Fred Huntress, County Clerk of Bexar County, Texas, to pay court costs that have accrued in condemnation cases as follows, to-wit:

No. 45445	-	City of San Antonio Vs. Garcia ----	\$ 20.40
No. 45818	-	City of San Antonio Vs. Wong Dun...	11.65
No. 45819	-	City of San Antonio Vs. Wong Dun --	11.35
No. 45892	-	City of San Antonio vs. Rummel ----	31.50
No. 46080	-	City of San Antonio Vs. Leung -----	96.29
No. 45815	-	City of San Antonio Vs. Cuellar ---	132.80
No. 46109	-	City of San Antonio Vs. Martinez ---	106.82
No. 45440	-	City of San Antonio Vs. Centeno ---	7.65
No. 45594	-	City of San Antonio Vs. Rodriguez..	16.30
No. 45595	-	City of San Antonio Vs. Salinas ---	14.50
No. 45816	-	City of San Antonio Vs. Bertetti --	7.65

Total \$456.91

As shown by bills and statements from County Clerk.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,248 ✓

APPROPRIATING THE SUM OF \$7,718.00 PAYABLE TO FRED HUNTRESS, COUNTY CLERK, SUBJECT TO THE ORDER OF HIJINO QUESADA AND WIFE FOR DEPOSIT IN CONDEMNATION CAUSE NO. 46561, CITY OF SAN ANTONIO VS. QUESADA IN COUNTY COURT NO. 2

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

1. That the sum of \$7,718.00 be and is hereby appropriated out of the 1955 Expressway and Street Improvement Bond Fund payable to Fred Huntress, County Clerk, subject to the order of Hijino Quesada and Angelita Quesada, for deposit, it being the award made by the Condemnation Commissioners in Cause No. 46560, City vs. Quesada, in County Court No. 2, this deposit being required by law before the City is entitled to possession of Parcels Nos. 108 and 109.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,249 ✓

APPROPRIATING THE SUM OF \$5,500.00 FOR DEPOSIT IN CONDEMNATION CAUSE NO. 46560, CITY OF SAN ANTONIO VS. TREVINO IN COUNTY COURT NO. 2, SAID SUM BEING PAYABLE TO FRED HUNTRESS, COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF CELESTINO TREVINO AND WIFE BENIGNA TREVINO

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

1. That the sum of \$5,500.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Celestino Trevino and wife Benigna Trevino for deposit, it being the award made by the Condemnation Commissioners in Cause No. 46560, City vs. Trevino in County Court No. 2, this deposit being required before the City is entitled to possession of Parcel 244.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,250

APPROPRIATING THE SUM OF \$5,550.00 PAYABLE TO FRED HUNTRESS, COUNTY CLERK, SUBJECT TO THE ORDER OF ALBERT GOMEZ, WIFE, MARIA GOMEZ AND A. SACKS A LIEN HOLDER, FOR DEPOSIT IN CONDEMNATION CAUSE NO. 46562, CITY OF SAN ANTONIO VS. GOMEZ ET AL IN COUNTY COURT NO. 2

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

1. That the sum of \$5,550.00 be and is hereby appropriated out of the 1955 Expressway and Street Improvement Bond Fund payable to Fred Huntress, County Clerk, subject to the order of Albert Gomez, wife Maria Gomez and A. Sacks, a lien holder, for deposit, it being the award made by the Condemnation Commissioners in Cause No. 46562 City vs. Gomez et al in County Court No. 2, this deposit being required by law before the City is entitled to possession of Parcels 101, 102 and 103.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,251

ACCEPTING THE ATTACHED LOW BIDS OF AUSTIN HEMPHILL, INC., AND DUMAS MILNER CHEVROLET COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC HEALTH WITH TWO SEDANS FOR A TOTAL OF \$2,214.88

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

1. That the attached low bids of Austin Hemphill, Inc. and Dumas Milner Chevrolet Company, dated January 12, 1956 to furnish the City of San Antonio Department of Public Health with two sedans as listed below for a total of \$2,214.88, be and the same is hereby accepted.

Dumas Milner Chev. Co.
1025 N. Flores

Item #1	1	-	2 door Chevrolet	\$1385.39	
			Less Trade-in	<u>300.00</u>	1085.39

Austin-Hemphill Inc.

Item #2	1	-	Mainline Fordor	1544.49	
			Less Trade-in	<u>415.00</u>	1129.49
					\$ 2214.88

2. That the low bids of Austin Hemphill, Inc., and Dumas Milner Chevrolet Company are attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Department of Public Health, Account No. 10-03-02.

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

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,252

AMENDING CHAPTER 12 OF THE SAN ANTONIO CITY CODE BY TRANSFERRING CERTAIN CITY BLOCKS ABUTTING LARRY STREET FROM THE SECOND FIRE ZONE TO THE THIRD FIRE ZONE

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

1. That Chapter 12 of the San Antonio City Code is hereby amending so that New City Blocks 1247, 1246, 1245, 1244, 9535, 9538, and 9550 abutting on Larry Street in the corporate limits of the City of San Antonio shall be removed from the second fire zone as described in Section 12-10 of Chapter 12, and said New City Blocks shall hereafter be located and contained in the third fire zone as described in Section 12-11 of the City Code.

2. That all other provisions contained in Sections 12-10 and 12-11 of the City Code shall remain unchanged and in full force and effect.

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

ATTEST:

J. H. Inselmann
Asst. City Clerk

E. R. Crumrine
Mayor Pro-tem

A RESOLUTION

REQUESTING THE RESEARCH AND PLANNING COUNCIL OF BEXAR COUNTY TO INVESTIGATE THE VARIOUS METHODS BY WHICH THE CITY OF SAN ANTONIO MAY FINANCE EXPANSION AND IMPROVEMENT OF FACILITIES AT THE SAN ANTONIO INTERNATIONAL AIRPORT

WHEREAS, it is the recommendation of both the Aviation Advisory Board of the City of San Antonio and the San Antonio Chamber of Commerce that the City take immediate steps to secure funds for additions and improvements at the San Antonio International Airport; and

WHEREAS, it is the recommendation of said Advisory Board and Chamber of Commerce that the City request the Research and Planning Council of Bexar County to make a complete survey and report of the needs of the San Antonio International Airport and investigate the types of financing available to the City and feasibility of such financing, and

WHEREAS, it is urgent that immediate steps be taken to provide such funds in order to match funds made available by the Department of Commerce Civil Aeronautics Administration for such improvements and expansion, and

WHEREAS, such improvement and expansion of facilities as are contemplated are essential to the preservation and safe and efficient operation of the San Antonio International Airport and in the best interest of the public welfare and economic health of the community; NOW, THEREFORE:

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

1. The Research and Planning Council of Bexar County is hereby requested to make a survey and report of the needs of the San Antonio International Airport and recommend the methods of financing such needs and report on the feasibility of such financing.
2. Due to the urgency of this matter, the Research and Planning Council is requested to furnish the City Council with said survey, report, and recommendations as soon as practicable.
3. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,253

ACCEPTING THE ATTACHED BEST BIDS OF KELLY MANUFACTURING COMPANY AND METAL GOODS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN ITEMS OF STREET SIGN BLANKS FOR \$2422.00

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

1. That the attached best bid of Kelly Manufacturing Company, 4800 Clinton Drive, Houston, Texas, and Metal Goods Corporation, 2012 Alamo Building, San Antonio, Dated January 12, 1956 to furnish the City of San Antonio Department of Public Works with certain street sign blanks for a total of \$2422.00, be and the same is hereby accepted as follows:

Kelly Mfg. Co.

600	24" Octagonal signs	\$1,386.00	1,386.00
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Metal Goods Corp.

300	18" x 24" Rect.	558.00	
200	24" x 24" Square	478.00	
			<u>1,036.00</u>
			\$ 2,422.00

2. That the bids of Kelly Manufacturing Company and Metal Goods Corporation are attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Public Works, Traffic Engineers Account No. 09-03-05.
4. That all other bids received on these items are hereby rejected.
5. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,254

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY OF SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR REFUND TO FRED E. HARRIS

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

1. That the Director of Finance is authorized hereby to pay the sum of \$25.00 out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for refund to the person hereinbelow listed, as per letter addressed to the Director of Finance, dated January 24, 1956, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
2-9-55	FRED E. HARRIS	317 VISTA STREET	\$25.00	\$25.00	None	1813
\$25.00 Deposit			\$25.00 Refund			

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,255

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND FRANK T. DROUGHT FOR ENGINEERING SERVICES NECESSARY TO FURNISH THE CITY WITH A COMPREHENSIVE REPORT ON PRESENT AND FUTURE SANITARY SEWER REQUIREMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter referred to as the "City", and Frank T. Drought, hereinafter called the "Engineer" as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform all of the professional services hereinafter set forth to and in connection with a comprehensive report on present and future sanitary sewer requirements as authorized by the Capital Improvement Bond Election held on November 29, 1955, and hereinafter referred to as the "Project".

2. For the consideration hereinafter stated in connection with this project, the Engineer undertakes and agrees to perform the following services:

A report developed from a complete investigation of the sanitary sewage system, including treatment facilities for the City and adjacent areas. This report shall include, but not be limited to the following specific items:

(a) An analysis of the existing sanitary sewer collection system including the present capacity and present loading of existing trunk mains as far as is possible from existing records.

(b) The determination of new sanitary sewer collection system construction necessary to meet the present and future needs in the different sections of the City and adjacent areas now served or which probably will be served in the foreseeable future.

(c) Recommendations for relief of presently overloaded lines together with a determination of relief or interceptor mains that may be required to relieve overloading of the existing system.

(d) An analysis of the probable future loadings that may be placed upon the system, (1) from areas now being served, (2) from presently developed areas not now served, and (3) from areas that may require service in the future.

(e) A study of sewage treatment plant facilities to treat the anticipated load to be imposed on the system with consideration being given to (1) the construction of new sewage plant or plants, (2) the enlargement of the existing treatment plant with necessary pumping stations and force mains and/or gravity mains required to convey all sewage to existing plant, and (3) recommendation on plant size and type of treatment.

(f) Preparation of preliminary estimates of cost and preliminary plans of all recommended additions and betterments to the sewage system and indicating the time when the various improvements are anticipated to be needed.

(g) Study of the future population and density.

(h) Preparation of a comprehensive written report including all necessary maps, charts, diagrams, etc. required to make clear and fully indicate the various improvements recommended and the reasons for such recommendations, (1) studies not here mentioned but which may be necessary to assure a complete analysis of the problems, and (2) the furnishing of 30 copies of such report, all copies to be neatly bound and properly labelled with 10 copies to have imitation leather bindings and 20 copies to have suitable paper bindings.

(i) A master map of the San Antonio sewer system, preferable 400' = 1", showing the existing system and all proposed additions and extensions shall be furnished on tracing cloth.

3. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay the Engineer at San Antonio, Texas the following amounts at the times specified below.

4. Total Fee.

The total fee due the Engineer on this project shall not exceed \$65,000.00, and said project shall be completed within a period not to exceed one year after the date of this contract.

Monthly payments shall be made for professional services rendered as follows: \$3,000.00 per month for the first, second and third months, \$4,000.00 per month for the fourth, fifth and sixth months, and \$7,500.00 per month for the seventh, eighth, ninth and tenth months, being a total of \$51,000.00 on account -- Upon final completion and acceptance by the City, the balance of \$14,000 will be due and payable.

It is agreed and understood that the first monthly payment will not be made until such time as the bonds voted on November 29, 1955 have been sold and the money deposited to the credit of the City of San Antonio or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of the execution of this contract, then this project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City of San Antonio and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

5. Abandonment clause.

This contract may be terminated in full or in part upon written notice by the City 30 days prior to effective date of desired change.

If this contract is terminated for any reason other than is provided in Article 4 above, the Engineer will be paid that portion of his total fee corresponding to the services already rendered.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

7. Signed and accepted this 2nd day of February A. D. 1956.

/s/ F. T. Drought

AN ORDINANCE 22,256

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

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Mitchell & Hunt, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated storm drainage improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$600,000.00, and hereinafter referred to as the "project" or "projects":

West of Commercial, Southcross to Formosa, and west of Pleasanton Road from Stonewall to Loop 13, and south and east to Creek near Harding.

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

(1) Field surveys for design and lay-out of structures.

(2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.

(3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.

(4) Preparation of detailed contract drawings and specifications for construction.

(5) Preparation of estimates of quantities and costs.

(6) Assistance to client in securing bids.

(7) Analysis of bids and recommendation concerning awards.

(8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.,
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$ 500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February, A. D. 1956.

MITCHELL & HUNT

/s/ M. R. Mitchell

AN ORDINANCE 22,257

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND GULLATT, LODAL & ASSOCIATES FOR ENGINEERING SERVICES
ON CERTAIN STORM DRAINAGE IMPROVEMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City" and Gullatt, Lodal & Associates, hereinafter called the "Engineer" as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated storm drainage improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$575,300.00, and hereinafter referred to as the "project" or "Projects".

- (1) Hackberry at Dauchy Road - \$73,300.00
- (2) Avant, Gevers to Olive - \$360,000.00
- (3) East Commerce and Grimes - \$142,000.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.

*Amended 8/9/56
Ord 23382*

(4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.

(5) Preparation of monthly and final estimates for payments to contractors.

(6) Assistance in checking and testing of installed equipment.

(7) Final inspection.

(8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

(a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.

(b) Test borings and other sub-surface explorations and related laboratory analyses.

(c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.

(d) Additional copies of reports, drawings, and specifications.

(e) Calculation of special assessments, expense and earnings statements, etc.,

(f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project, No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design Phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February, A. D. 1956.

GULLATT, LODAL & ASSOCIATES
/s/ O. T. Lodal,
Partner

AN ORDINANCE 22,258

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

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Beretta, Greenslade, Clark & Collins, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$512,071.00, and hereinafter referred to as the "project" or "projects":

Resurfacing West Avenue from Fredericksburg Road to El Monte	\$ 15,620.00
Reconstructing West Avenue from El Monte to Jackson Keller Road	\$ 122,313.00
Resurfacing West Woodlawn from Zarzamora to Lake Blvd.....	\$ 6,600.00
Reconstructing West Woodlawn from Lake Blvd. to Kampmann	\$ 16,463.00
Resurfacing West Woodlawn from Kampmann to Bandera Road	\$ 12,320.00
Resurfacing McCullough Avenue from Cypress to Dewey	\$ 24,734.00
Reconstructing Blanco Road from Fredericksburg Road to Summit	\$ 50,611.00
Resurfacing Blanco Road from Summit to San Francisco.....	\$ 8,800.00
Reconstructing Blanco Road from San Francisco to Basse Road	\$ 75,893.00
Resurfacing Blanco Road from Basse Road to Weizmann	\$ 3,520.00
Reconstructing Blanco Road from Weizmann to Jackson Keller Road	\$ 40,712.00
Reconstructing Donaldson from St. Cloud Road to Wilson.....	\$ 32,339.00
Reconstructing St. Cloud Road from French to Babcock Road	\$ 65,702.00
Reconstructing West Woodlawn from Breeden to McCullough	\$ 36,444.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the Client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General Supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contractor for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,000.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February, A. D. 1956.

BERETTA, GREENSLADE, CLARK & COLLINS, INC.

/s/ W. F. Greenslade, Jr.
Exec. Vice-President

ATTEST:

/s/ Malcolm A. Collins
Secretary-Treasurer

AN ORDINANCE 22,259

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

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

THAT this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Irving S. Seligmann, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the Sewage Treatment Plant Improvements as authorized by the Capital Improvement Bond Election held on November 29, 1955, at an estimated construction cost of \$1,000,000.00, and hereinafter referred to as the "project".

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the clients account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.

- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contractor for the construction work covered in this project will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service, plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/4% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase.

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February, A. D. 1956.

IRVING S. SELIGMANN

/s/ Irving S. Seligmann

AN ORDINANCE 22,260

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND WALTER E. HAGGARD FOR ENGINEERING SERVICES ON CERTAIN
SANITARY SEWER IMPROVEMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Walter E. Haggard, hereinafter called the "Engineer" as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineers agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$340,080.00, and hereinafter referred to as the "project" or "projects":

- (12) Alameda Gardens & Lady of the Lake Gardens - \$301,830.00
- (13) Woodlawn Hills - \$38,250.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final Inspection
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 6% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

Walter E. Haggard

AN ORDINANCE 22,261

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND HUGH C. DICKSON FOR ENGINEERING SERVICES ON CERTAIN
SANITARY SEWER IMPROVEMENTS

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

THAT this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Hugh C. Dickson, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$369,950.00 and hereinafter referred to as the "project" or "projects":

- (7) San Antonio River, Mitchell Street to San Jose Mission Lands - \$59,740.00
- (9) South San Antonio & Harlandale - \$165,590.00
- (10) South San Antonio - \$47,160.00
- (11) Edgewood Addition - \$97,460.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.,
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 6% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

HUGH C. DICKSON

AN ORDINANCE 22,262

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND
V. L. BEAVERS ENGINEERS FOR ENGINEERING SERVICES ON CERTAIN
SANITARY SEWER IMPROVEMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio hereinafter called the "City" and V. L. Beavers Engineers, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated sanitary sewer improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$370,170.00, and hereinafter referred to as the "project" or "projects":

- (1) Crown Hill Acres - \$ 31,600.00
- (3) Government Hill - \$ 31,650.00
- (4) Jefferson Heights - \$ 19,390.00
- (5) Pasadena Heights, Grandview & Homestake Subdivision - \$157,200.00
- (6) Hot Wells - \$ 16,770.00
- (8) San Jose - \$99,930.00
- (14) East Shearer Hills - \$13,630.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas, the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 6% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractor estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

/s/ V. L. Beavers

AN ORDINANCE 22,263

*Carroll - 1/26/56
ord 22,263*
MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND M. L. DIVER FOR ENGINEERING SERVICES ON CERTAIN
STREET IMPROVEMENTS

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City" and M. L. Diver, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the construction of a reinforced concrete culvert on Sunshine Drive at Longfellow School at an estimated construction cost of \$30,000.00, and the widening of a reinforced concrete bridge on East Houston Street at the Salado Creek Crossing at an estimated construction cost of \$60,000.00, as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated total construction cost of \$90,000.00, and hereinafter referred to as the "project" or "projects".

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.

- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 7% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project.

No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

ATTEST:
J. H. Inselmann
Asst. City Clerk

E. R. Crumrine,
Mayor Pro-tem

9. Signed and accepted this 2nd day of February A. D. 1956.

/s/ M. L. Diver

AN ORDINANCE 22,264

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND REYNOLDS ANDRICKS FOR ENGINEERING SERVICES ON CERTAIN
STREET IMPROVEMENTS

THAT this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and Reynolds Andricks, hereinafter called the "City" and Reynolds Andricks, hereinafter called the "Engineer", as follows; WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$520,819.00 and hereinafter referred to as the "project" or "projects":

Resurfacing Goliad Road from Gevers to McDougal	\$ 3,960.00
Reconstructing Goliad Road from McDougal to Loop 13	135,615.00
Reconstructing East Houston from Rio Grande to M.K.T. Railroad	15,655.00
Resurfacing East Houston from M.K.T. Railroad to U.S. 90	13,200.00
Reconstructing St. Hedwig Road from U.S. 90 to Loop 13	67,477.00
Reconstructing S. New Braunfels from Highland to Fair	46,778.00
Resurfacing S. New Braunfels from Rigsby to Highland	7,635.00
Reconstructing S. New Braunfels from Dauchy Road to Hot Wells.	36,522.00
Reconstructing Nebraska from Gevers to Brooksdale	134,028.00
Reconstructing Brooksdale from Nebraska to Rice Road	17,274.00
Reconstructing Rice Road from Brooksdale to 500 feet east of Salado Creek.	15,675.00
Reconstructing Artesia from Nebraska to Rigsby	27,000.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the clients account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specification, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

/s/ Reynolds Andricks

AN ORDINANCE 22,265

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

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

That this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City" and Donoho & Cross, hereinafter called the "Engineer", as follows;
WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$511,160.00 and hereinafter referred to as the "project" or "projects":

Resurfacing Zarzamora from Frio City Road to Nogalitos.....	\$ 26,400.00
Reconstructing Mahncke Court from S. Presa to S. Hackberry.....	25,043.00
Resurfacing N. New Braunfels Avenue from Sherman to Commerce.....	11,440.00
Reconstructing Hackberry from Dauchy Road to Grayson Street.....	284,287.00
Reconstructing Division Avenue from Pleasanton Road to Nogalitos..	97,066.00
Reconstructing Dauchy Road from Pine to Presa.....	12,540.00
Reconstructing Hi-Lions Access Road from Gevers to Hi-Lions Park...	54,384.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspections upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the

date of execution of this contract, that the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all out-of-pocket monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

DONOHO & CROSS

/s/ Thomas B. Donoho

AN ORDINANCE 22,266

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

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

THAT this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City" and Earl J. Wentworth, hereinafter called the "Engineer" as follows: WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$516,560.00, and hereinafter referred to as the "project" or "projects".

Resurfacing Castroville Road from 19th Street to Cupples Road	\$ 7,533.00
Reconstructing Castroville Road from Cupples Rd. to Acme Road	151,670.00
Reconstructing Guadalupe from 19th Street to Zarzamora	33,232.00
Reconstructing Cupples Road from Castroville Road to Frio City Rd.....	111,208.00
Reconstructing S. Laredo from Alazan Creek to SW 21st Street	77,292.00
Reconstructing S.W. 21st Street from Laredo to Saltillo	8,969.00
Reconstructing Saltillo from S.W. 21st Street to Cupples Road	24,196.00
Reconstructing Morelia from Cupples Road to McMullen	31,847.00
Reconstructing Bynum Street from Quintana Road to Laredo Highway	32,583.00
Reconstructing Roosevelt Avenue from Grove to Hicks	27,530.00
Constructing curb only on Roosevelt Avenue from Hicks to Rockwood Creek..	10,500.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the clients account, and interpretation of results of such surveys and explorations.

- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contractor for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February A. D. 1956.

/s/ EARL J. WENTWORTH

AN ORDINANCE 22,267

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND W. F. CASTELLA & ASSOCIATES FOR ENGINEERING SERVICES
ON CERTAIN STREET IMPROVEMENTS

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

THAT this ordinance makes and manifests a contract between the City of San Antonio, hereinafter called the "City", and W. F. Castella & Associates, hereinafter called the "Engineer", as follows: WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with the following designated street improvement projects as authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$514,868.00, and hereinafter referred to as the "project" or "projects":

Reconstructing North New Braunfels from Klaus Road to Brees	\$ 31,680.00
Resurfacing Broadway from Nacogdoches to Loop 13	26,620.00
Reconstructing Basse Road from West Avenue to S.P. Railroad	20,969.00
Resurfacing Basse Road from S.P. RAILroad to Blanco Road	28,205.00
Reconstructing Basse Road from Blanco Road to Jones-Maltzberger Rd..	91,724.00
Reconstructing Culebra from Bandera to Atwood	140,281.00
Reconstructing West Poplar from Zarzamora to 29th Street	95,695.00
Reconstructing Hamilton from Culebra Rd. to Delgado	25,691.00
Reconstructing Elmendorf from Poplar to Ruiz	17,671.00
Reconstructing SW 29th Street from Commerce to El Paso	30,428.00
Reconstructing San Fernando from SW 28th to SW 29th	5,904.00

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.
- (6) Assistance in checking and testing of installed equipment.
- (7) Final inspection.
- (8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

- (a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.
- (b) Test borings and other sub-surface explorations and related laboratory analyses.
- (c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.
- (d) Additional copies of reports, drawings, and specifications.
- (e) Calculation of special assessments, expense and earnings statements, etc.
- (f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc., will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design and supervision fees in the amounts and at the times specified below:

Total fee:

The total fee due the Engineer on this project shall not exceed 5 1/2% of the actual net construction cost of the projects listed in Article 1 above, plus such other projects as may be added in the event the total actual net construction cost of the projects listed is less than \$500,001.00.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

9. Signed and accepted this 2nd day of February, A. D. 1956.

/s/ W. F. CASTELLA & ASSOCIATES
W. F. Castella

AN ORDINANCE 22,268 ✓

CHANGING THE NAME OF THAT PORTION OF YUMA STREET EXTENDING FROM PALO ALTO ROAD EAST AND SOUTHEAST TO U. S. HIGHWAY 81, EXPRESSWAY, TO NAVAJO STREET

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

1. The name of that portion of Yuma Street extending from Palo Alto Road east and southeast to U. S. Highway 81, Expressway, is hereby changed to Navajo Street.
2. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,269

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. 612:

The re-classification and re-zoning of Lots 8 to 13, inclusive, Block 2, N.C.B. 7470 from "C" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.
4. PASSED AND APPROVED this 2nd day of February A. D. 1956.

E. R. CRUMRINE
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

A RESOLUTION ✓

REQUESTING THE RESEARCH AND PLANNING COUNCIL OF BEXAR COUNTY TO INVESTIGATE THE VARIOUS METHODS BY WHICH THE CITY OF SAN ANTONIO MAY FINANCE EXPANSION AND IMPROVEMENT OF FACILITIES AT THE SAN ANTONIO INTERNATIONAL AIRPORT

WHEREAS, it is the recommendation of both the Aviation Advisory Board of the City of San Antonio and the San Antonio Chamber of Commerce that the City take immediate steps to secure funds for additions and improvements at the San Antonio International Airport, and

WHEREAS, it is the recommendation of said Advisory Board and Chamber of Commerce that the City request the Research and Planning Council of Bexar County to make a complete survey and report of the needs of the San Antonio International Airport and investigate the types of financing available to the City and feasibility of such financing, and

WHEREAS, it is urgent that immediate steps be taken to provide such funds in order to match funds made available by the Department of Commerce Civil Aeronautics Administration for such improvements and expansion, and

WHEREAS, such improvement and expansion of facilities as are contemplated are essential to the preservation and safe and efficient operation of the San Antonio International Airport and in the best interest of the public welfare and economic health of the community; NOW, THEREFORE:

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

1. The Research and Planning Council of Bexar County is hereby requested to make a survey and report of the needs of the San Antonio International Airport and recommend the methods of financing such needs and report on the feasibility of such financing.

2. Due to the urgency of this matter, the Research and Planning Council is requested to furnish the City Council with said survey, report and recommendations as soon as practicable.

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

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 22,270

ACCEPTING A DEED FROM EVA PEREZ AND HER HUSBAND LORENZO PEREZ CONVEYING TO THE CITY OF SAN ANTONIO LOT 6, BLOCK 2, NEW CITY BLOCK 8963, PARCEL NO. 442 AND APPROPRIATING THE SUM OF \$8725.00 TO PAY FOR SAME

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

1. That the deed from Eva Perez and her husband Lorenzo Perez conveying to the City of San Antonio the following described property:

Lot 6, Block 2, New City Block 8963, Division Gardens #2 in the City of San Antonio, Bexar County, Texas according to plat recorded in Volume 1625, Page 204, Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$8725.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Stewart Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,271

ACCEPTING A DEED FROM LAWRENCE HUFF AND WIFE, LUCILLE HUFF; AND ALFONSO DOMINGUEZ AND WIFE, ISABEL DOMINGUEZ; CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 320 AND APPROPRIATING THE SUM OF \$7750.00 TO PAY FOR SAME

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

1. That the deed from Lawrence Huff and wife, Lucilee Huff; Alfonso Dominguez and wife, Isabel Dominguez conveying to the City of San Antonio the following described property.

Parcel No. 320, being Lot 53, Block 19, New City Block 3462, HILLCREST ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Vol. 105, Page 336, Deed and Plat Records of said County;

be and it is hereby accepted.

2. That the sum of \$7,750.00 be and it is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,272

ACCEPTING A DEED FROM JOE M. ALVARADO AND WIFE, INEZ ALVARADO CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 545, BEING THE SOUTH 60 FEET OF LOT "A" BLOCK 13 NEW CITY BLOCK 7876 BRUNSWICK PARK ADDITION, PLAT 642/55 AND APPROPRIATING THE SUM OF \$6450.00 TO PAY FOR SAME

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

1. That the deed from Joe M. Alvarado and wife, Inez Alvarado conveying to the City of San Antonio the following described property:

The South 60 feet of Lot "A", Block 13, New City Block 7876, Brunswick Park Addition, Plat 642/55

be and is hereby accepted.

2. That the sum of \$6450.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Security Title & Trust Company to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,273

ACCEPTING A DEED FROM APOLONIO AND CONCEPTION QUIROZ, CONVEYING TO THE CITY OF SAN ANTONIO PARCELS 729 AND 737, MORE FULLY DESCRIBED IN SAID DEED AND APPROPRIATING THE SUM OF \$1900.00 TO PAY FOR SAME

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

1. That the deed from Apolonio and Concepcion Quiroz conveying to the City of San Antonio Parcels 729 and 737, being the East 50.6 feet of the North 215.3 feet and the East 50.6 feet of the South 215.3 feet of Tract 437 New City Block 7850 Harlandale Acre Tracts No. 2, according to plat recorded in Volume 642 of the Deed and Plat Records of Bexar County, Texas at Page 328 be and is hereby accepted.

2. That the sum of \$1900.00 be and is hereby appropriated out of the 1955 Expressway and Street Improvement Bond Funds payable to Guaranty Abstract and Title Company to be used in payment for said land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,274

ACCEPTING A DEED FROM FIDEL CANTU AND WIFE ESPERANZA CANTU CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 174 BEING LOTS 13 AND 14, BLOCK 11, NEW CITY BLOCK 2649 706 RIPFORD AND APPROPRIATING THE SUM OF \$6650.00 TO PAY FOR SAME

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

1. That the deed from Fidel Cantu and wife, Esperanza Cantu conveying to the City of San Antonio the following described property:

Lots 13 and 14, Block 11, New City Block 2649, 706 Ripford

be and is hereby accepted.

2. That the sum of \$6,650.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Guardian Abstract & Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,275

APPROVING CONTRACT OF SALE EXECUTED BY GUADALUPE GARCIA, JOE MARTINEZ AND WIFE CATALINA MARTINEZ, AGREEING TO CONVEY TO THE CITY OF SAN ANTONIO, PARCELS 167 AND 168 FOR THE SUM OF \$10,125.00, ACCEPTING A DEED FROM THE ABOVE NAMED PERSONS AND APPROPRIATING THE SUM OF \$10,125.00 TO PAY FOR SAME

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

1. That the Contract of Sale executed by Guadalupe Garcia, Joe Martinez and wife Catalina Martinez agreeing to convey to the City of San Antonio Parcels 167 and 168 be and is hereby approved and that the Deed conveying said property, being Lots 30 and 31, New City Block 2640 according to plat recorded in Deed and Plat records of Bexar County, Texas Vol. 642, Page 346, be and is hereby approved.

2. That the sum of Ten Thousand One Hundred and Twenty-Five Dollars (\$10,125.00) be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Funds payable to Commercial Title Company to be used in payment for said land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,276

APPROVING THE PURCHASE OF PARCEL 538 FROM ROY F. GARCIA AND WIFE RAMONA GARCIA FOR THE SUM OF \$7200.00, ACCEPTING A DEED TO SAID PROPERTY, AND APPROPRIATING THE SUM OF \$7200.00 TO PAY FOR SAID PARCEL

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

1. That the purchase of Parcel 538 for the sum of \$7200.00 be and is hereby approved and that the deed from Roy F. Garcia and wife Ramona Garcia conveying Parcel 538, being Lot 6, Block 13, New City Block 7876 Alexander Brenner subdivision, Brunswick Park according to a plat recorded in Volume 2222 at Page 726, to the City of San Antonio be and is hereby accepted.

2. That the sum of \$7200.00 be and is hereby appropriated out of the 1955 Expressway and Street Improvement Fund payable to Security Title and Trust Company to be used in payment for said parcel.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,277

ACCEPTING A DEED FROM JACOB ACOSTA AND MARTHA SANCHEZ ACOSTA, INDIVIDUALLY AND AS GUARDIAN OF HER MINOR CHILD, MAJORIE GLENDA SEWELL, CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 577, AND APPROPRIATING THE SUM OF \$7500.00 TO PAY FOR SAME

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

1. That the deed from Jacob Acosta, and Martha Acosta, Individually and as guardian of her minor child, Majorie Glenda Sewell, conveying to the City of San Antonio Parcel 577 being a part of the North 76.63 feet of Tract 549, New City Block 7883, fully described by metes and bounds, be and is hereby accepted.

2. That the sum of \$7500.00 be and is hereby appropriated out of the 1955 Expressway and Street Improvement Bond Fund payable to Security Title Company to be used to pay for said land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,278

ACCEPTING A DEED FROM E.C.N. SCHUETTE AND WIFE, OLGA M.A. SCHUETTE CONVEYING TO THE CITY OF SAN ANTONIO, PARCEL 565-A, A PART OF LOT 1, BLOCK E, NEW CITY BLOCK 7882, AND APPROPRIATING THE SUM OF \$100.00 TO PAY FOR SAME

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

1. That the deed from E.C.N. Schuette and wife, Olga M. A. Schuette, conveying to the City of San Antonio Parcel 565-A, being a parcel out of lot 1, Block E, New City Block 7882, Pleasanton Park Addition said parcel being further described in said deed, be and the same is hereby accepted.

2. That the sum of \$100.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Security Title Company to be used in payment for said parcel of land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,279

ACCEPTING A DEED FROM TRINIDAD COLUNGA AND WIFE, MELESIA COLUNGA, CONVEYING LOT 2, BLOCK 5, N.C.B. 6677, TO THE CITY OF SAN ANTONIO, AND APPROPRIATING THE SUM OF \$5450.00 TO PAY FOR SAME

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

1. That the deed from Trinidad Colunga and wife, Melesia Colunga, conveying the following described property to the City of San Antonio:

Lot 2, Block 5, New City Block 6677, COLONIA BUENA VISTA ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume #642, Page 193, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$5450.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Alamo Title Company, to be used in payment for such land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,280

ACCEPTING A DEED FROM MANUEL C. AND REFUGIO V. RODRIGUEZ, CONVEYING TO THE CITY OF SAN ANTONIO, LOTS 51 AND 52, BLOCK 5, NEW CITY BLOCK #8952, AND APPROPRIATING THE SUM OF \$5900.00 TO PAY FOR SAME

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

1. That the deed from Manuel C. and Refugio V. Rodriguez, conveying to the City of San Antonio the following described property:

Lots 51 and 52, Block 5, New City Block 8952, Normoyle Heights be and is hereby accepted.

2. That the sum of \$5900.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Guaranty Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,281

ACCEPTING A DEED FROM PAUL A. KRASKE AND WIFE, IDA M. KRASKE CONVEYING TO THE CITY OF SAN ANTONIO LOT 6, BLOCK 3, NEW CITY BLOCK 9780, ARGONNE HEIGHTS, IN THE CITY OF SAN ANTONIO AND APPROPRIATING THE SUM OF \$9900.00 TO PAY FOR SAME

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

1. That the deed from Paul A. Kraske and wife, Ida M. Kraske, conveying to the City of San Antonio the following described property:

Lot 6, Block 3, New City Block 9780, Argonne Heights, 8th Filing, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2575, page 294, of the Plat Records of Bexar County, Texas.

be and is hereby accepted.

2. That the sum of \$9900.00 be and is hereby appropriated out of 1955 EXPRESSWAY BOND FUND payable to GUARANTY ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,282

ACCEPTING A DEED FROM VALDEMAR B. CHAPA AND WIFE, ANITA CHAPA CONVEYING TO THE CITY OF SAN ANTONIO THAT PART OF LOT "E", BLOCK 16, NCB 7879, IN BRUNSWICK PARK ADDITION AND APPROPRIATING THE SUM OF \$100.00 TO PAY FOR SAME

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

1. That the deed from Valdemar B. Chapa and wife, Anita Chapa conveying to the City of San Antonio the following described property:

That part of Lot "E", Block 16, New City Block 7879, in Brunswick Park Addition, as shown in plat recorded at Volume 642, Page 55, Deed and Plat Records of Bexar County, Texas, more particularly described by metes and bounds in deed.

be and is hereby accepted.

2. That the sum of \$100. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to SECURITY TITLE & TRUST COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,283

ACCEPTING A DEED FROM JESUS GOMEZ AND INEZ GOMEZ RODRIGUEZ JOINED BY HER HUSBAND, RAYMOND RODRIGUEZ CONVEYING TO THE CITY OF SAN ANTONIO LOT 4, BLOCK 5, NCB 6677, COLONIA BUENA VISTA ADDITION AND APPROPRIATING THE SUM OF \$9250.00 TO PAY FOR SAME

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

1. That the deed from Jesus Gomez and Inez Gomez Rodriguez, joined by her husband, Raymond Rodriguez conveying to the City of San Antonio the following described property:

Lot 4, Block 5, New City Block 6677, Colonia Buena Vista Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 642, page 193, Bexar County Deed and Plat Records,

be and is hereby accepted.

2. That the sum of \$9250. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

ATTEST:
J. Frank Gallagher
City Clerk

J. Edwin Kuykendall
Mayor

AN ORDINANCE 22,284

ACCEPTING A DEED FROM HELIDORO M. TORREZ, AND WIFE,
AURORA G. TORREZ, CONVEYING TO THE CITY OF SAN ANTONIO
LOTS 5 AND 6, BLOCK 5, NEW CITY BLOCK 8952, AND APPROPRIATING
THE SUM OF \$7900.00 TO PAY FOR SAME

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

1. That the deed from Helidoro M. Torrez, and wife, Aurora G. Torrez conveying to the City of San Antonio the following described property:

Lots 5 and 6, Block 5, New City Block 8952, Normoyle Heights, as recorded in Volume 1625, Page 242, Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$7900. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to TEXAS TITLE GUARANTY COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,285

ACCEPTING A DEED FROM CHARLIE C. TORRES AND WIFE,
ELVIRA D. TORRES CONVEYING TO THE CITY OF SAN ANTONIO
LOT 11, BLOCK 13, NCB 7876, ALEXANDER BRENNER SUBDIVISION
AND APPROPRIATING THE SUM OF \$5500.00 TO PAY FOR SAME

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

1. That the deed from Charlie C. Torres and wife, Elvira D. Torres conveying to the City of San Antonio the following described property:

Lot 11, Block 13, New City Block 7876, Alexander Brenner Subdivision, Brunswick Park, as recorded in Plat Number 2222, Page 226, Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$5500.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to SECURITY TITLE & TRUST COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,286

ACCEPTING A DEED FROM TERESA HOOGE, A WIDOW,
CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO.
321, BEING LOT 54, BLOCK 19, NEW CITY BLOCK 3462
HILLCREST ADDITION, AND APPROPRIATING THE SUM OF
\$6500.00 TO PAY FOR SAME

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

1. That the deed from Teresa Hooge, a widow, conveying to the City of San Antonio, the following described property:

Lot 54, Block 19, New City Block 3462, Hillcrest Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Vol. 195, page 336, Deed Records of said county,

be and is hereby accepted.

2. That the sum of \$6500. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,286

ACCEPTING A DEED FROM TERESA HOOGE, A WIDOW, CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 321, BEING LOT 54, BLOCK 19, NEW CITY BLOCK 3462, HILLCREST ADDITION, AND APPROPRIATING THE SUM OF \$6500.00 TO PAY FOR SAME

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

1. That the deed from Teresa Hooge, a widow, conveying to the City of San Antonio the following described property:

Lot 54, Block 19, New City Block 3462, HILLCREST ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Vol. 195, page 336, Deed Records of said county.

be and is hereby accepted.

2. That the sum of \$6500. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Alamo Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,287

ACCEPTING A DEED FROM PETRA AND MANUEL ALVAREZ, CONVEYING TO THE CITY OF SAN ANTONIO, LOT 23, BLOCK 11, NEW CITY BLOCK 8965, DIVISION GARDENS #2, AND APPROPRIATING THE SUM OF \$2,750.00 TO PAY FOR SAME

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

1. That the deed from Petra and Manuel Alvarez, conveying to the City of San Antonio the following described property:

Lot 23, Block 11, New City Block 8965, DIVISION GARDENS #2, in the City of San Antonio, Bexar County, Texas, according to plat or map recorded in Volume #1625, at Page 204, Deed & plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$2,750.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Stewart Title Company, to be used in payment for such land.

3. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,288

ACCEPTING A DEED FROM RAMON S. QUINTANILLA AND WIFE, ANGELITA QUINTANILLA CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 815, AND APPROPRIATING THE SUM OF \$200.00 TO PAY FOR SAME

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

1. That the deed from Ramon S. Quintanilla and wife, Angelita Quintanilla conveying to the City of San Antonio, Parcel 815, which said parcel is fully described in said deed, be and is hereby accepted.

2. That the sum of \$200.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Commercial Abstract and Title Company, to be used in payment for said land.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,289

APPROVING THE PURCHASE OF PARCELS 198 AND 199 FOR THE SUM OF \$4,400.00 ACCEPTING A DEED FROM JACK MCRAE AND WIFE GENEVIEVE MCRAE CONVEYING THESE PARCELS TO THE CITY OF SAN ANTONIO, APPROPRIATING THE SUM OF \$4,400.00 TO PAY FOR SAME

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

1. That the purchase of Parcels 198 and 199 for the sum of \$4,400.00 be and is hereby approved, and that the deed from Jack McRae and wife Genevieve McRae conveying Parcels 198 and 199 to the City of San Antonio being Lots 10 and 11, Block 1, New City Block 3904 within the City of San Antonio, be and the same is hereby approved.

2. That the sum of \$4,400.00 be and is hereby appropriated out of the 1955 Expressway Bond Fund payable to Guardian Abstract and Title Company, to be used in payment for said parcels.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,290

ACCEPTING A DEED FROM JESUS GARCIA CONVEYING TO THE CITY OF SAN ANTONIO LOT 5, BLOCK 9, NEW CITY BLOCK 2613 WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND APPROPRIATING THE SUM OF \$125.00 TO PAY FOR SAME

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

1. That the deed from Jesus Garcia conveying to the City of San Antonio the following described property:

A PORTION OF:

Lot 5, Block 9, New City Block 2613, within the corporate limits of the City of San Antonio, Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$125.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT AND TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,291

APPROVING THE PURCHASE OF PARCEL 541 FOR \$5250.00 ACCEPTING A DEED FROM FERNANDO QUIROZ AND WIFE JANIE QUIROZ, APPROVING A RESALE OF THE HOUSE ON PARCEL 541 FOR \$1,000.00, MANIFESTING A BILL OF SALE OF SAID HOUSE, APPROPRIATING THE SUM OF \$5,250.00 A PART OF WHICH IS TO BE USED IN PAYMENT FOR SAID PARCEL

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

1. That the purchase of Parcel 541 for \$5250.00 and the resale of the house on Parcel 541 to its former owners for the sum of \$1,000.00 be and is hereby approved.

2. That the deed from Fernando Quiroz and wife Janie Quiroz conveying Parcel 541, being Lot 3, Block 13, New City Block 7876 to the City of San Antonio be and is hereby accepted.

3. That the resale of the improvements on Parcel 541 to Fernando Quiroz and wife Janie Quiroz the former owners for the sum of \$1,000.00 be and is hereby approved and this ordinance makes and manifests a bill of sale of said house to said former owners; provided that this resale is conditioned upon full compliance by said Fernando Quiroz and wife Janie Quiroz, with all building requirements of the City of San Antonio, to which said conditions the said Fernando Quiroz and wife Janie Quiroz have agreed to accept.

4. That the sum of \$5250.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Security Title Company to be used in payment for said parcel as follows: \$1,000.00 is to be retained by the Title Company, and repaid to the City of San Antonio for the purchase price of the house as soon as Fernando Quiroz and wife Janie Quiroz shall have executed the deed to Parcel 541.

5. That of the balance of \$4,250.00 the Title Company shall retain \$500.00 until possession of Parcel 541 shall have been delivered to and accepted by the City of San Antonio, which said delivery of possession shall be not more than thirty days from the date of execution of the deed.

6. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,292

ACCEPTING A DEED FROM HAROLD E. PENCE AND WIFE HELEN PENCE CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 546, BEING LOT 10, BLOCK 13, NEW CITY BLOCK 7876, AND APPROPRIATING THE SUM OF \$7300.00 TO PAY FOR SAME

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

1. That the deed from HAROLD E. PENCE AND WIFE HELEN PENCE conveying to the City of San Antonio the following described property:

Lot 10, Block 13, New City Block 7876, Alexander Brenner Subdivision, Brunswick Park, according to the plat thereof recorded in Volume 2222, Page 226, of the Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$7300. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Security Title & Trust Company to be used in payment for such property.

3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,293

AUTHORIZING PAYMENT OF \$6,631.25 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR NEGOTIATORS SALARY INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT OF WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$6,631.25 for salaries for negotiators incurred in acquiring property for the Expressway Right-of-Way for period January 1, 1956 thru January 31, 1956.

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

3. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,294

AUTHORIZING PAYMENT OF \$1,515.01 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR ADMINISTRATIVE AND NEGOTIATORS SALARIES AND CAR ALLOWANCE INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT OF WAY

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

1. That the Acting Director of Finance be and is hereby authorized to make payment in the amount of \$1,515.01 for salaries for administrative and negotiators, as well as car allowance incurred in acquiring property for the Expressway Right-of-Way for period January 16-31, 1956 (Negotiators) February 1 - 15, 1956 (Administrative).
2. That the Acting Director of Finance is authorized to make payment from the 1955 Expressway and Street Improvement Bond Fund #4-78.
3. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,295

AUTHORIZING PAYMENT OF \$97.85 TO GLORIA P. MOFFETT, DBA BUSINESS SERVICES, FOR SERVICES RENDERED TO THE CITY IN CONNECTION WITH THE ACQUISITION OF EXPRESSWAY RIGHT OF WAY

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

1. The Acting Director of Finance is hereby authorized to make payment in the amount of \$97.85 to Gloria P. Moffett, DBA Business Services, for stenographic services rendered to the City of San Antonio in connection with the acquisition of Expressway right-of-way from November 5, 1955 to November 28, 1955.
2. Payment shall be made from the 1955 Expressway and Street Improvement Bond Fund No. 4-78.
3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,296

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

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

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

Bid of Joe Marshall for house located at 715 Edwards (Parcel No. 110), in the amount of	\$ 777.00
Bid of Joe Marshall for house located at 711 Edwards (Parcels No. 113 and 114), in the amount of	477.00
Bid of Louis Rubiolo for house located at 129 Prado Street (Parcels No. 293 & 294), in the amount of	1195.00
Bid of Joe Marshall for house located at 631 Division Avenue (Parcel No. 434), in the amount of	1777.00
Bid of Geneva Irene Marbach for house located at 627 Division Avenue (Parcel No. 436), in the amount of	2898.89
Bid of Joe Marshall for house located at 718 Keats (Parcel No. 494) in the amount of	477.00
Bid of Britton Armstead for house located at 742 Stonewall (Parcel No. 524) in the amount of	1490.00

Bid of N. Landau for house located at 1119 Commercial (Parcel No. 578)
in the amount of 705.10

Bid of Robert Kline for house located at 1135 Rayburn Drive (Parcel No.
784), in the amount of 1758.00

Bid of A. J. Pahl for house located at 1136 Rayburn Drive (Parcel No.
787) in the amount of 1601.50

2. All other bids are hereby rejected.

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

To Joe Marshall, for houses located at 715 Edwards, 711 Edwards, 631 Division
Avenue, 718 Keats.

To Louis Rubiolo, for house located at 129 Prado.

To Geneva Irene Marbach for house located at 627 Division Avenue.

To Britton Armstead for house located at 742 Stonewall.

To N. Landau for house located at 1119 Commercial.

To Robert Kline for house located at 1135 Rayburn Drive

To A. J. Pahl for house located at 1136 Rayburn Drive.

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

5. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,297 ✓

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF
CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE
CORPORATE LIMITS OF THE CITY OF SAN ANTONIO FOR PUBLIC
PURPOSES TO-WIT: TO PROVIDE RIGHTS-OF-WAY FOR OVERPASS
ON W. COMMERCE AND BUENA VISTA STREETS, FROM COLORADO
TO PECOS STREET, TO BE CONSTRUCTED IN ACCORDANCE WITH
A CONTRACT BY AND BETWEEN THE CITY OF SAN ANTONIO AND THE
TEXAS HIGHWAY DEPARTMENT, AND DIRECTING THE CITY ATTORNEY
TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION
PROCEEDINGS FOR SO MUCH THEREOF AS CANNOT BE ACQUIRED BY
PURCHASE

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

1. That public necessity requires that the City of San Antonio acquire certain
privately owned real- property situated within its corporate limits for public purposes,
to-wit: To provide right-of-way for highway or street grade separations (overpasses)
to be constructed in accordance with a contract by and between the City of San Antonio
and the Texas Highway Department.

2. That such property is described as follows:

All or part of N.C.B. 191 (Blk. 123), N.C.B. 192 (Blk. 82), N.C.B. 225 (Blk. 80)
N.C.B. 226 (Blk. 122), NCB 245 (Blk. 85), NCB 246 (Blk. 79), NCB 264 (Blk. 76)
NCB 265 (Blk. 84), NCB 284 (Blk. 23), NCB 285 (Blk. 25), NCB 299 (Blk. 24),
NCB 300 (Blk. 22-B), NCB 2304 (Blk. 2), NCB 2305 (Blk. 1), NCB 2306 (Blk. 1)
NCB 2307 (Blk. 2)

3. A more complete description of such property is contained in the maps or plats
thereof filed herewith in the office of the City Clerk.

4. The City Attorney is hereby directed to institute and prosecute to conclusion
all proceedings necessary to condemn the fee to so much of such property as the City of
San Antonio is unable to purchase by reason of its inability to agree with the owners
thereof as to the value of such property, or in order to obtain clear title thereto, or for
any other legal reason.

5. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,298

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

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

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

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

Name, Code No. Description of Prop & Reason	ASSESSMENTS		REFUNDS	
	On Roll -	Corrected	City -	School
Josephine Caruso Donato, 429 Broadview Drive West (19) or Red 20 exc. NE Tri 70 x 120.64, Blk. 36 NCB 291, 1954, Code 2300. Refund - the owner is requesting a refund of City and School taxes in the amount of \$14.08 which was paid on July 27, 1955 account of the land was in error for 1953 and was corrected by Resolution dated December 16, 1954 but the 1954 books was not corrected. The Refund is for City Taxes in the amount of \$9.06 and the School taxes in the amount of \$5.02 making a total amount of \$14.08	460	None	9.06	5.02
A. H. Fenstermaker, Tr., 100 E. Salinas, Lots 16 to 20, Blk. 6, NCB 7405, 1953 and 1954, Code 2700. House charged to wrong lot - the improvement value for 1953 and 1954 is in error and same should be corrected. The value of \$700.00 should be cancelled from the above lots as this house belongs on Lot 21, Blk. 6, NCB 7405. The 1955 book has been corrected and also the 1956. This was inspected by Mr. G. Fleming, a tax employee of the City of San Antonio on January 27, 1956 and found this to be true.	2800. 2720.	2100. 2020.		
C. W. Fenstermaker, 39-40-41, Clk. 33, NCB 8071, 1953 and 1954, Code 7800. Not in the San Antonio Independent School District - the above property is not in the San Antonio Independent School District therefore, same should be cancelled for the years 1953 and 1954. This property is located in the Edgewood School District.	140. 130.	None None		
Emma Frey, 1650 Hicks Avenue, S. Pt. of Tr. 1 1.5 Ac. in DA, Blk. 1, NCB 11313, 1953 Re-assessment and 1954, Code 3500. Exempt Property - this property was sold to Bexar County by Frey on May 8, 1905 for School purposes which is recorded in the Deed Records in Volume 247, Page 391, therefore, this property was exempt and same should be cancelled for 1953 and 1954. This property is located in the annexed area.	210.	None		
Emma Frey, 1650 Hicks Avenue, 1.5 Ac. out of S. Pt. of Tr. 1, Parkers Gardens, Blk. 1, NCB 11313, 1953 and 1954, Code 3000. Exempt property - this property was sold to Bexar County by Frey by Special Warranty Deed on May 8, 1905 for School purposes which is recorded in Volume 247, Page 391, therefore, this was exempt property and same should be cancelled for the years 1953 and 1954. This property is located in the annexed area.	540.	None		
Paul Guidry, 150 Danbury Drive, Lot 3, Blk. 1, NCB 11974, 1953 Re-Assessment, Code 3000. The improvement value of \$5410 is in error for the year 1953 as this building was only partially completed. The builder states this building was between 20% and 25% completed as of June 1, 1953, therefore, the value of \$3820 should be cancelled.	6140.	2320.		

R. E. Keel, 1115 Kayton Avenue, Lots 13 to 25, Blk. A, NCB 3078, 1952, Code 6000. The building on the above property burned on February 21, 1952, therefore, this building did not exist as of June 1, 1952, and same should be cancelled from the 1952 delinquent tax roll. 23200. 5200.

A. V. & Buena B. Lawson, 10B .02 Ac., NCB 12065 1954, Code 2200. Double Assessed - the above property is double assessed for the fiscal year 1954, therefore, same should be cancelled. This property is assessed under Code 2000 for 1954; The 1955 Assessment book has been corrected. 340 None

Petty Geophysical Engr. Co., Transit Tower, 207.5 Ac., NCB 11672, 1953 Re-assessment and 1954, Code 5000. Part of this acreage is outside the City of San Antonio - Tract 158.48 acres out of 530.7 Ac. out of the P. Caldwell Survey #83 is the correct description for the above property and this part only is in the corporate limits of the City of San Antonio. The remaining 49.02 acres is outside the City, therefore, same should be cancelled for the years 1953 and 1954. 29880. 22820.

Samuel V. & Eufersia C. Seguin, Lots 42-43, Blk. 33, NCB 8071, 1953 and 1954, Code 8100. Not in the San Antonio Independent School District - the above property is not in the San Antonio Independent School District, therefore, same should be cancelled for the years 1953 and 1954. This property is located in the Edgewood School District. 750. None

Jean S. Vance, 139 Forrest Oaks Drive, Lot 3, Blk. F, NCB 12113, 1953 Re-Assessment, Code 3000. The improvements did not exist of June 1, 1953, the owner is requesting a correction on his 1953 taxes as the improvement value of \$5570 did not exist as of June 1, 1953. The owner produced a Mechanic Lien dated July 24, 1953, in the amount of \$12,500.00, therefore, this improvement value of \$5570.00 should be removed for 1953. January penalty and interest to be collected on the land value. 6290. 720.

Juan Villarreal, 859 Avondale, A Tract Out of SW corner of 15, Blk. 4; NCB 10936, 1953 and 1954, Code 4100. Value of land was in error. "Overassessed" Error in front footage - 90' was shown on records, whereas, on 60' was the correct measurements. The land value is in error for 1953 and 1954 and the owner is requesting a refund of \$2.57 for 1953 and \$3.98 City and School taxes for 1954 which he paid on July 7, 1955. The land was figured with a 90 foot frontage when the owner only has a 60 foot frontage making a taxable reduction of \$130.00 for both years. 1800. 1670. (1953) 2.57 (1954) 2.56 1.42

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

3. That the Director of Finance is hereby authorized to pay the above indicated refunds out of the 1955 General Fund, suits, judgments, settlements and claims. Account No. 55-01-01.

4. The Director of Finance is hereby instructed to forward the above described refund checks to the City Tax Assessor & Collector for delivery to the respective parties.

5. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,299

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

WHEREAS, the City Manager or his duly authorized representative, the Finance Director or his duly authorized representative, and the City Attorney or his duly authorized representative; acting jointly as a Tax Error Board of Review, as provided by ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, as a result thereof, it appears to the satisfaction of said officers of the City that certain

errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under authority granted by Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, and that said recommendations should be approved; NOW THEREFORE:

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

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

Name, Code No., Description of Prop & Reason	ASSESSMENTS		REFUNDS	
	On Roll -	Corrected	City -	School
Estate of Frank T. Brady, NCB A-62, Codes 3700, 3900 and 3740, 1951, 1952, 1953 and 1954. This property was zoned as commercial and assessed on that basis. Commercial development did not materialize and this area is now being subdivided for homes. This property is in the process of being re-zoned for residential purposes. The 1955 Board of Equalization recommended that the assessed valuations be adjusted as detailed above and the Chief Land Appraiser concurs in this revision.	128390 109460 1820 58730	124840 85030 1130 40070		
Jeanette Burke House of Fashion, Personal Property, 1947 and 1948, Receipt Nos. 34412-A and 3694. Merchandise and fixture values are improperly assessed-books and records of subject taxpayer for above years indicate market value of about \$10,000 on fixtures and merchandise. Assessed valuations were taken without regard to inventory records and percentage of actual value for taxation purposes. Mark-up on this type of merchandise is higher (exclusive clothing).	23510 20030	7000 7000		
Carlton S. Coker, Rt. 2, Box 116, 10A (8.25 Ac.) NCB 12065, 1953 and 1954, Code 2000. Inspection on grounds shows land subject to overflow and contains three (3) deep gullies, from the road to Salado Creek, therefore, 30% depreciation allowed for the above reason.	1980 1390	1390 1180		
Virgie Humble, 492 Burcham, Lots 7 and 8, Blk. 8, NCB 2662, 1953 and 1954, Code 1500. The land value was in error for 1953 and 1954 - the 1955 Board of Equalization reduced the land value from \$2540 to \$590.00 due to the fact that this property was classed as business property, whereas, it is located in the residential district and the owner is requesting a refund on over payment of taxes on the land value for 1953 and 1954 in the total amount of \$119.34.	3900	1950	(1953) 38.61 (1954) 38.42	21.06 21.25
Edwin Schroeder, Lots 7 through 17, Pars of E. Tri. 28' of 18 & E. Tri 21' of 7 and all of 8, Lots 9 through 10, NCB 7459 - 7460, 1947, 1948, 1949, 1950 and 1951. This property consists of the Northeast Corner of Brentwood Village subdivision and Lots for the years involved were erroneously charged as being improved, whereas the investigation made by the Chief Land Appraiser disclosed that said Lots existed on paper only and consisted of nothing more than pasture land until this subdivision was improved during the year 1951, and subsequently, higher values were placed thereon. Reduction in land valuations were recommended by the Chief Land Appraiser. Details contained in the correction certificate.	1040 630 280 660 410 520 840 110 180 240 380 690 530 490 170	660 150 150 190 190 330 330 90 90 160 160 170 170 210 210		

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

3. That the Director of Finance is hereby authorized to pay the above indicated refunds out of the 1955 General Fund, suits, judgments, settlements and claims. Account No. 55-01-01.

4. The Director of Finance is hereby instructed to forward the above described refund checks to the City Tax Assessor & Collector for delivery to the respective parties.

5. PASSED AND APPROVED this 9th day of February A. D. 1956.

ATTEST:
J. Frank Gallagher
City Clerk

J. Edwin Kuykendall
Mayor

AN ORDINANCE 22,300

APPROPRIATING \$426.44 OUT OF THE 1954 SEWER REVENUE BOND FUND NO. 205, TO PAY IRVING S. SELIGMANN, CONSULTING ENGINEER, FOR ON-THE-SITE RESIDENT ENGINEER AND INSPECTION SERVICES IN CONJUNCTION WITH SEWAGE PLANT IMPROVEMENTS CONTRACT

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

1. That the sum of \$426.44 be and the same is appropriated hereby out of the "1954 SEWER REVENUE BOND FUND NO. 205", to pay IRVING S. SELIGMANN, CONSULTING ENGINEER, FOR on the site RESIDENT ENGINEER AND INSPECTION SERVICES in conjunction with sewage plant improvements, as authorized by letter dated August 8, 1955 from Director of Public Works, and approval of the Assistant City Manager;

2. That this payment is made in accordance with the terms of Paragraph "Two" in the contract dated January 27, 1955, Ordinance No. 20931, and more specifically outlined in Estimate No. 5-a, dated February 2, 1956, a copy of which is attached hereto and made a part hereof.

3. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,301

APPROPRIATING \$1,903.28 OUT OF THE 1954 SEWER REVENUE BOND FUND NO. 205, TO PAY IRVING S. SELIGMANN, CONSULTING ENGINEER, FOR PROFESSIONAL ENGINEERING SERVICES RENDERED IN CONNECTION WITH SEWAGE PLANT IMPROVEMENTS, SECTIONS IV AND V, IN ACCORDANCE WITH CONTRACT

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

1. That the sum of \$1,903.28, be and the same is appropriated hereby out of the "1954 SEWER REVENUE BOND FUND NO. 205, to pay IRVING S. SELIGMANN, CONSULTING ENGINEER, for Professional Engineering services rendered in connection with sewage plant improvements, Sections IV and V, in accordance with contract on file in the office of the City Clerk, dated January 27, 1955; Ordinance No. 20931.

2. That copy of Estimate No. 10, dated February 2, 1956, approved by Sewage Treatment Plant Superintendent, and the Director of Public Works, is attached hereto and made a part hereof; original Estimate No. 10, being on file in the office of Finance Director.

3. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,302

APPROPRIATING THE SUM OF \$47,900.48 OUT OF THE 1954 SEWER REVENUE BOND FUND NO. 205, TO PAY H. B. ZACHRY CO., FOR WORK DONE IN CONNECTION WITH SEWAGE PLANT IMPROVEMENTS, SECTION V, IN ACCORDANCE WITH CONTRACT

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

1. That the sum of \$47,900.48 be and the same is appropriated hereby out of the "1954 SEWER REVENUE BOND FUND NO. 205" to pay H. B. Zachry Co., for work done in connection with sewage plant improvements, Section V, in accordance with contract on file in the office of the City Clerk, dated September 29, 1955; Ordinance No. 21705.

2. That copy of Estimate No. 3, dated February 2, 1956, approved by Sewage Treatment Plant Superintendent, and the Director of Public Works, is attached hereto and made a part hereof; original Estimate No. 3, and supporting papers relating thereto, being on file in the office of Director of Finance.

3. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,303

APPROPRIATING \$47,263.79 OUT OF THE 1954 SEWER REVENUE BOND FUND NO. 205, TO PAY H. B. ZACHRY CO., FOR WORK DONE IN CONNECTION WITH SEWAGE PLANT IMPROVEMENTS, SECTION IV, IN ACCORDANCE WITH CONTRACT

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

1. That the sum of \$47,263.79, be and the same is appropriated hereby out of the "1954 SEWER REVENUE BOND FUND NO. 205", to pay H. B. Zachry Co. for work done in connection with SEWAGE PLANT IMPROVEMENTS, SECTION IV, in accordance with contract on file in the office of the City Clerk, dated May 23, 1955; Ordinance No. 21245.
2. That copy of Estimate No. 8, dated February 2, 1956, approved by Sewage Treatment Plant Superintendent, and the Director of Public Works, is attached hereto and made a part hereof; original Estimate No. 8, and all supporting papers relating thereto, on file in the office of Finance Director.
3. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,304 ✓

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

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

1. That the petition of Mr. and Mrs. Bernard Kost, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 540 Terrell Road, West 80.4 ft. of E 100.4 ft. Lot 16, Block 5644-A, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,305 ✓

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

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

1. That the petition of Mr. and Mrs. J. K. Stark, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City Sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 909 Morningside Drive, Lot 16, Block 15, C.B. 5526 Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City Water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,306 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF THOM MCGOVERN

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

1. That the petition of Thom McGovern, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City Sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 105 Tuttle Road, Lot 22, Block 2 CB 5806 Terrell Hills and no other person shall be permitted to use the said City sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,308

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY OF
SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR
REFUND TO JAMES TAYLOR

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

1. That the Director of Finance is authorized hereby to pay the sum of \$25.00 out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for refund to the person herein-below listed, as per letter addressed to said Director of Finance, dated January 31, 1956, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
4-26-55	JAMES TAYLOR	236 COMPTON AVENUE	\$25.00	\$25.00	None	1816

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,309

ACCEPTING EASEMENT FROM HUGH L. MCKENZIE AND
WIFE, FRANCES M. MCKENZIE, FOR PUBLIC DRAIN
ACROSS LOTS 15, 16 AND 17, IN NCB 3036; AND
AUTHORIZING THE PAYMENT OF \$1.00 OUT OF THE
SEWER ADMINISTRATION ACCOUNT 09-02-04 THEREFOR

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

1. That the easement of Hugh L. McKenzie and wife, Frances M. McKenzie, dated January 19, 1956, attached hereto and made a part hereof, for a public drain and purposes incidental thereto, across Lots 15, 16 and 17, in New City Block 3036, be and the same is accepted hereby.

2. That the sum of \$1.00 be and the same is appropriated hereby out of the SEWER ADMINISTRATION 09-02-04 ACCOUNT, in payment for this easement.

3. PASSED AND APPROVED on the 9th day of February A. D. 1956.

J. Edwin Kuykendall
MAYOR

ATTEST:

J. Frank Gallagher, City Clerk

AN ORDINANCE 22,307

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY OF SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR REFUND TO I. J. SHEARER

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

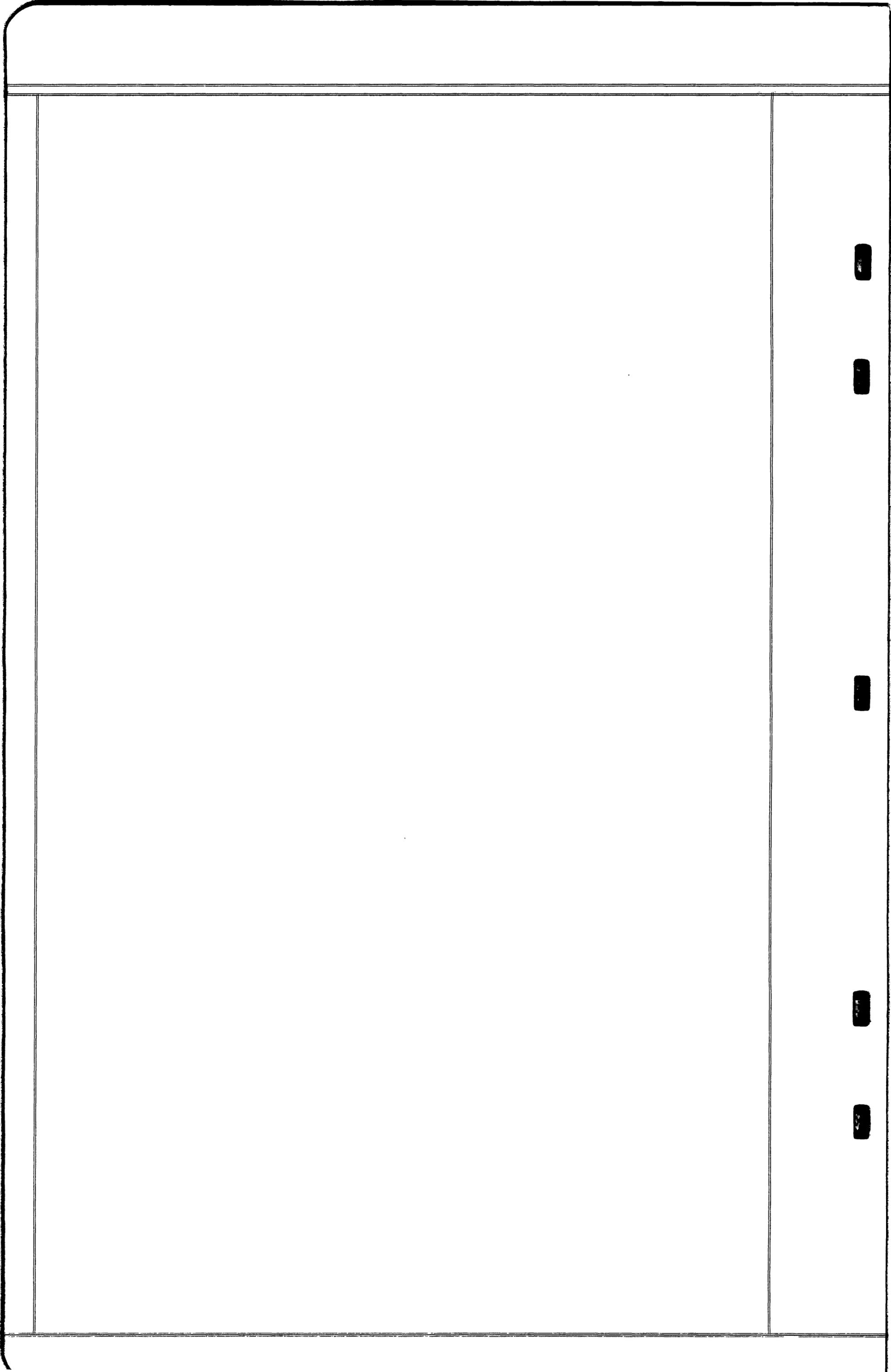
1. That the Director of Finance is authorized hereby to pay the sum of \$25.00, out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person hereinbelow listed, as per letter addressed to said Director of Finance, dated January 31, 1956, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
7/6/49	I. J. SHEARER	101 HOT WELLS BLVD.	\$25.00	\$25.00	None	1659
\$25.00 Deposit		Refund \$25.00				

2. PASSED AND APPROVED ON the 9th day of February, A. D. 1956.

J. Edwin Kuykendall
M AY OR

ATTEST:
J. Frank Gallagher
City Clerk



AN ORDINANCE 22,310

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE FOR
PROPERTY ADJACENT TO THE CITY MATERIAL YARDS AT A MONTHLY
RENTAL OF \$45.00

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

1. The City Manager is hereby authorized to execute the lease contract, attached hereto and made a part hereof, for the east 104.25 feet of Lots 13 and 14, N.C.B. 628, San Antonio, Texas, owned by Juan Z. de Sanchez and wife, Adela P. de Sanchez.

2. The lease shall be for a period of one (1) year, beginning February 1, 1956, and ending January 31, 1957, with the City having the option to renew said lease for an additional year, at the same rental, upon giving written notice of the intention to renew not less than thirty (30) days prior to January 31, 1957.

3. The annual rental shall be \$540.00, payable yearly in advance, it being understood that the first yearly payment will be made at the time said lease is executed.

4. Payment of \$540.00 for the first year's rental is hereby authorized out of 1955-56 General Fund, Account #09-06-01.

5. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This Contract this day made and entered into by and between the City of San Antonio, a municipal corporation, acting through its City Manager, hereinafter called "CITY" and Juan S. de Sanchez and Adela P. de Sanchez, hereinafter called "LESSOR";

WITNESSETH:

1. That Juan Z. de Sanchez and wife, Adela P. de Sanchez, for and in consideration of the payments hereinafter provided, have demised and leased and by these presents do demise and lease unto the City of San Antonio, a certain parcel of land lying and being situated in the City of San Antonio, County of Bexar, Texas, described as follows:

The East 104.25 feet of Lots 13 and 14, New City Block 628.

2. That the term of this lease shall be for a period of one (1) year commencing February 1, 1956, and it is agreed between the parties hereto that if the City desires to continue this lease after the expiration of said term for another term of one year, it shall have the right and privilege so to do by giving Lessor written notice of such desire and election to continue this lease for such additional term of one year. Such notice shall be given not less than thirty (30) days before the expiration of said first term.

3. The consideration for this lease shall be the payment to Lessor of an annual rental of \$540.00, payable in advance, it being understood that the first payment shall be made at the time this lease is executed. If the City shall exercise its option to renew this lease for an additional year, the rental shall remain the same and shall be payable on February 1, 1957.

4. The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City, or its officers or employees, being expressly waived by Lessor, it being understood that the Charter of the City of San Antonio requires that all contracts with the City be in writing and authorized by ordinance.

5. EXECUTED this 9th day of February A. D. 1956.

CITY OF SAN ANTONIO, Lessee

By L. H. Andrews
Asst. City Manager

ATTEST:
J. Frank Gallagher
City Clerk

/s/ Juan z. de Sanchez, Lessor
/s/ Adela P. de Sanchez, Lessor

AN ORDINANCE 22,311

ACCEPTING THE BID OF MINNESOTA MINING AND MANUFACTURING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS, TRAFFIC ENGINEER WITH CERTAIN ITEMS OF SCOTCHLITE MATERIALS FOR A TOTAL OF \$5,281.00

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

1. That the bid of Minnesota Mining & Manufacturing Company, St. Paul Minnesota, dated January 27, 1956 to furnish the City of San Antonio Department of Public Works - Traffic Engineers with certain items of scotchlite materials for a net total of \$5,281.00, be and the same is hereby accepted.
2. That the bid of Minnesota Mining & Manufacturing Company is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Public Works, Traffic Engineers, Account No. 09-03-05.
4. That this is the only known source of supply of this item.
5. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,312

RENEWING A CONTRACT WITH MAGNOLIA PETROLEUM COMPANY FOR THE FURNISHING OF AVIATION GASOLINE AND THE LENDING TO THE CITY OF SAN ANTONIO OF ONE AIRPORT GASOLINE TENDER COMPLETE

WHEREAS, on February 16, 1950, the City of San Antonio entered into a contract with the Magnolia Petroleum Company for the lending to the City of one Airport Tender, complete description of said article being found in said contract hereby referred to; and

WHEREAS, on May 18, 1950, the City entered into a contract with Magnolia Petroleum Company for the furnishing to the City of aviation gasoline; and

WHEREAS, said contracts have been, from time to time, extended for the period of one year; and

WHEREAS, on February 17, 1955, said contracts were renewed for an additional period of one year, with the provision that the City reserved the right to renew said agreements for additional terms of one year each; and

WHEREAS, it is to the best interest of the City to renew the above mentioned contracts for an additional period of one year; NOW, THEREFORE:

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, a municipal corporation, and Magnolia Petroleum Company, a private corporation..
2. That certain contract entered into between the City of San Antonio and Magnolia Petroleum Company on May 18, 1950, for the furnishing to the City of aviation gasoline, and renewed for the period of one year on February 17, 1955, is hereby renewed and extended for a period of one year after the expiration of the present term of said contract as renewed.
3. That certain contract dated February 16, 1950, between the City of San Antonio and Magnolia Petroleum Company for the furnishing and lending to the City of one Airport Tender, complete, renewed and extended for a period of one year on February 17, 1955, is hereby renewed and extended for an additional period of one year after the expiration of the present term of said contract as renewed.
4. It is expressly understood that all gasoline purchased under the terms of this contract is for resale by the City and is not to be used for any other purpose whatsoever.
5. This instrument, together with the two instruments above referred to, constitute the entire agreement between the parties.
6. The City of San Antonio reserves the right and option to renew this contract for additional terms of one (1) year each upon giving notice in writing to Magnolia Petroleum Company of the intention to exercise such right and option at least thirty (30) days before the expiration date of this contract or any renewal thereof.
7. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

8. ~~This contract as embodied in the foregoing ordinance is hereby approved and accepted in all its terms.~~

MAGNOLIA PETROLEUM COMPANY

AN ORDINANCE 22,313 ✓

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND CHARLES
A. ASHBAUGH, AN INDIVIDUAL DOING BUSINESS AS ASBAUGH AUTO
RENTAL SERVICE

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas and Charles A. Ashbaugh, an individual doing business as Ashbaugh Auto Rental Service, Lessee, at Room 20, 450 Airport Boulevard, San Antonio International Airport, San Antonio 9, Texas:

2. That the Lessor leases and demises to the Lessee and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out for the term of three (3) years beginning December 1, 1955, and ending November 30, 1958; renewable under the same terms and conditions each year upon mutual consent of Lessor and Lessee by written notification by Lessee to Lessor of Lessee's intent to renew, said notification to be presented thirty (30) days prior to the end of each year; the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows to-wit:

3. Display Window #22, said space being 28 inches deep, 7 feet 3 inches wide and 6 feet 4 1/2 inches high with a door 6 feet 3 1/2 inches high and 16 inches wide. Said space is to be used exclusively for advertising and display purposes.

4. The amount of the rent for this property is \$75.00 (seventy-five) per month payable monthly in advance to the City of San Antonio at the office of the Director of Aviation, 450 Airport Boulevard, San Antonio International Airport, San Antonio 9, Bexar County, Texas on or before the 10th of the month at the rate of \$75.00 per month for the term hereof and in addition to such charges as may be specified hereinafter; None

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

6. In the event of war or national emergency, the City reserves the right to lease any or all of the demised premises to the United States Government and if any such lease is executed the provisions of this instrument insofar as they are inconsistent with the lease of the United States Government will be superseded.

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

8. Lessor agrees that Lessee may sublet the whole or any part of said lease to the Town House Motel at no increase in rental over the rate established by the City.

9. This instrument constitutes the entire contract and agreement between the parties hereto; there being no other written or parole agreement between any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

10. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

11. Accepted as the lease contract between the City of San Antonio and Charles A. Ashbaugh, an individual doing business as Asbaugh Auto Rental Service and dated this 17th day of November, A. D. 1955.

/s/ Charles A. Ashbaugh
Lessee

AN ORDINANCE 22,314

AUTHORIZING AND DIRECTING THE PAYMENT OF \$400.00 TO
HATTIE HOUSTON AS SETTLEMENT FOR HER CLAIM OF INJURIES
RESULTING FROM A FALL SHE SUSTAINED ON THE STREETS OF
SAN ANTONIO

WHEREAS, Hattie Houston did on or about the 13th day of January, 1955, fall upon a public street of the City of San Antonio, namely Mills Alley, and did thereby suffer certain injuries; and

WHEREAS, the said Hattie Houston contends that the proximate cause of her fall was due to a chug hole or depression in the surface of said Mills Alley, and claims said chug-hole existed due to the negligence of the City of San Antonio; and

WHEREAS, said Hattie Houston has filed a suit against the City of San Antonio asking for damages in the amount of \$17,500.00; NOW, THEREFORE:

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

1. That the offer of the said Hattie Houston to settle said claim for the sum of \$400.00 be and is hereby accepted.
2. That the Finance Director of the City of San Antonio be and is hereby directed to pay to said Hattie Houston the sum of \$400.00 upon execution by said Hattie Houston of proper instruments and papers releasing the City of San Antonio from any and all claims resulting from or arising out of the aforesaid incident.
3. PASSED AND APPROVED this 9th day of February A. D 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,315

AUTHORIZING THE EXECUTION OF CERTAIN INSURANCE
CONTRACTS FOR INSURANCE ON CERTAIN PROPERTIES
OF THE CITY, AND AUTHORIZING PAYMENT OF PREMIUMS
IN THE SUM OF \$1982.14

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

1. That the City Manager is hereby authorized and directed to execute the necessary contracts and agreements with the named Insurance Companies in connection with renewal of insurance policies on city property as follows:

(a) Endorsement adding eight (8) transformers (Schedule 8-A) to Columbia Casualty Co. policy CRE 30359, expiration date: October 3, 1956. Additional premium - \$61.77.

(b) Renewal policy GGC 145852 by Globe Indemnity Co. for Comprehensive Plate Glass coverage at International Airport and Stinson Airport, and on Bolivar Building, La Villita. Expiration date: December 9, 1956. Premium - \$741.26

(c) Renewal policy GDD 833130 by Globe Indemnity Co. for fire, theft, combined additional coverage, and \$50.00 deductible collision on tender truck at Stinson Field. Premium - \$68.02

(d) Renewal policy by Automobile Insurance Co. (IMSP 512531, IRC 638608), scheduled property floater on Planning Department Camera equipment. Expiration date: Dec. 11, 1958, Premium - \$34.28.

(e) Policy 54364, Massachusetts Bonding & Ins. Co., audit on Municipal Auditorium, liability coverage. (Fred W. Riley, Agent.) Additional premium - \$120.53.

(f) Policy 54361, Massachusetts Bonding & Ins. Co., audit on Willow Springs, liability coverage. Additional premium - \$27.15.

(g) Renewal policy FBL 7-249 by Associated Aviation Underwriters, for liability insurance at International Airport and Stinson Field. Expiration date: Jan. 15, 1957. Premium - \$929.13.

2. Payment of the premium in the sum of \$27.15 on the aforementioned policy on Willow Springs Golf Course out of Park Revenue 1945 Bond Fund (2-01) is hereby authorized and directed to be made to Fred W. Riley, Milam Building, San Antonio, Texas.

3. Payment of the premiums required on the other policies described hereinabove in the sum of \$1954.99, out of the 1955-1956 General Fund is hereby authorized and directed to be made as follows:

Joe S. Sheldon,
Milam Building, San Antonio, Texas
Sewage Disposal Plant, Policy CRE 30359 - \$61.77

L. C. Beery Ins. Agency
400 Soledad St., San Antonio, Texas
Plate Glass coverage - Policy GGC 145852 \$741.26

Arthur G. Randol
808 American Hospital & Life Ins. Bldg.
San Antonio, Texas
Tender truck at Stinson - Policy GDD833130 \$ 68.02

Lytle W. Gosling & Co.
137 Losoya Street, San Antonio, Texas
Policy on Camera Equipment \$ 34.28

Fred W. Riley
Milam Building, San Antonio, Texas
Additional premium on Municipal Auditorium
Policy #54364 \$120.53

L. C. Beery Ins. Agency
 400 Soledad St., San Antonio, Texas
 Renewal policy FBL 7-249 at International
 Airport and Stinson Field \$929.13

4. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 22,316

ACCEPTING THE LOW BID OF GENERAL SUPPLY COMPANY, INC., IN THE AMOUNT OF \$2,397.00 for the ERECTION OF A STEEL BUILDING AT SAN JOSE BURIAL PARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. The low bid of General Supply Company, Inc., in the amount of \$2,397.00 for the erection of a steel building at San Jose Burial Park, is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with General Supply Company, Inc., a City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Parks and Recreation and Legal Departments.
4. The Director of Finance is hereby authorized to pay General Supply Company, Inc., the sum of \$2,397.00, out of the 1955-1956 General Fund, Account #11-02-03, in such sums and at such times as are provided in said contract.
5. PASSED AND APPROVED this 9th day of February, A. D. 1956.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 22,317

ACCEPTING THE ATTACHED LOW BID OF JESS MCNEEL MACHINERY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH ONE NEW GALION MODEL 503 GRADER FOR A TOTAL OF \$5890.00

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

1. That the attached low bid of Jess McNeel Machinery Company, 922 Austin Street, San Antonio, Texas, dated January 23, 1956 to furnish the City of San Antonio Department of Parks and Recreation with one new Galion 503 Grader for \$5,890.00, less 5% - 20 days, be and the same is hereby accepted.
2. That the bid of Jess McNeel Machinery Company is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-02-01.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 22,318

ACCEPTING THE LOW BID OF BELL KOTZEBUE COMPANY, IN THE AMOUNT OF \$6,840.00, FOR THE INSTALLATION OF AIR CONDITIONING AND HEATING FACILITIES IN THE OFFICES OF THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. The low bid of Bell Kotzebue Company, in the amount of \$6840.00 , for the installation of air conditioning and heating facilities in the offices of the Parks and Recreation Department, is hereby accepted.
2. All other bids are hereby rejected.
3. The City Manager is hereby authorized to execute with Bell Kotzebue Company a City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Parks and Recreation and Legal Departments.
4. The Director of Finance is hereby authorized to pay Bell Kotzebue Company the sum of \$6,840.00, out of the 1955-1956 General Fund, Account #41-05-01 in such sums and at such times as are provided in said contract.
5. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,319

ACCEPTING A DEED FROM RAMON M. MARTINEZ CONVEYING TO THE CITY OF SAN ANTONIO LOT 18, BLOCK 5, NEW CITY BLOCK 8964, AND APPROPRIATING THE SUM OF \$850.00 TO PAY FOR SAME

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

1. That the deed from Ramon M. Martinez conveying to the City of San Antonio the following described property:

Lot 18, Block 5, New City Block 8964, Division Gardens No. 2, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 1625, Page 204, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.
2. That the sum of \$850.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to STEWART TITLE GUARANTY COMPANY to be used in payment for such property.
3. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,320 ✓

APPOINTING NINE MEMBERS TO THE YOUTH CONSERVATION AND STUDY COMMISSION

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

1. The following named persons are hereby appointed to the Youth Conservation and Study Commission for a term ending May 1, 1956:

Father Vincent Verderame	Scott Werner
E. G. Luna	Harold J. Lozano
Mrs. Jack C. Mozeley	Mrs. Joe Ward
Mrs. Kent Hunt	Dr. Joe Sepulveda
Father Albert DeZaeytyd	

2. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,321

ACCEPTING THE BID OF CLEGG COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH 3,000 FIESTA INVITATIONS AND ENVELOPES FOR A TOTAL OF \$2,732.50

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

1. That the bid of Clegg Company, 130 Soledad St., San Antonio, Texas dated February 8, 1956 to furnish the City of San Antonio with 3,000 Fiesta Invitations and envelopes for a total of \$2,732.50 be, and the same is hereby accepted. (Addressing, mailing - postage and express to be extra and charged at actual cost.)
2. That the bid of Clegg Company is attached hereto and made a part thereof.
3. That payment be made from 1-01 General Fund, Civic Advertising, Account No. 52-01-01.
4. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

DIRECTING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE PURCHASE OF \$5,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF SAN ANTONIO, TEXAS

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

1. The City Clerk is hereby directed to advertise for bids for the purchase of \$5,000,000 of General Obligation Bonds to be issued by the City of San Antonio for the following purposes:
 - \$2,600,000 for Street Improvements;
 - \$1,000,000 for Sanitary Sewer Improvements;
 - \$1,250,000 for Storm Drainage Improvement;
 - \$ 150,000 for Fire Improvements.
2. Said advertisement shall be accomplished by the publication of the "Notice of Sale", marked Exhibit "A" and attached hereto, one time in the "Commercial Recorder", San Antonio, Texas.
3. The City Manager is hereby authorized to publish said notice in such other media as he may deem advisable.
4. PASSED AND APPROVED this 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,322

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. 617:

The re-classification and re-zoning of property from "A" TEMPORARY RESIDENCE DISTRICT to "JJ" COMMERCIAL DISTRICT, as follows:

Lots 3, 4, & 5, NCB 11687

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 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,323

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. 619:

The re-classification and re-zoning of property from "B" TEMPORARY RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT, as follows:

PROPOSITION B

All of Lots 10 and 11, Block 9, NCB 8672; And Lots 18 and 19, with the exception of the south 57' Block 9, NCB 8672.

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 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,324

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. 621:

The re-classification and re-zoning of property from "A" TEMPORARY RESIDENCE DISTRICT, to "F" LOCAL RETAIL DISTRICT, as follows:

Lots 40 thru 43, incl., NCB 11301

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 9th day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,325

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

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

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

Bid of Doris Gutz for house located at 706 W. Lubbock St. (Parcels No. 85 & 86), in the amount of	\$ 79.00
Bid of J. D. Williams for house located at 703 Bigfoot St. (Parcels No. 127 & 128), in the amount of	\$ 88.00
Bid of Doris Gutz for house located at 210 Espinosa (Parcel No. 284), in the amount of	\$ 29.00
Bid of C. N. Pack for house located at 403 Cottonwood (Parcels No. 334 & 335), in the amount of	\$ 39.50
Bid of C.N. Pack for house located at 429 Hawthorne (Parcels No. 372 & 373), in the amount of	\$ 377.50
Bid of C. N. Pack for house located at 428 Hawthorne (Parcel No. 394), in the amount of	\$ 377.50
Bid of C. N. Pack for house located at 721 Keats (Parcels No. 491-492 & 493), in the amount of	\$ 59.50
Bid of C. N. Pack for house located at 814 Brighton (Parcel No. 510), in the amount of	\$ 27.50
Bid of C. N. Pack for house located at 739 W. Harlan (Parcel No. 535), in the amount of	\$ 127.50
Bid of C. N. Pack for house located at 746 W. Harlan (Parcel No. 539), in the amount of	\$ 7.50
Bid of C. N. Pack for house located at 748 W. Harlan (Parcel No. 540) in the amount of	\$ 67.50
Bid of C. N. Pack for house located at 1117 Commercial (Parcel No. 578), in the amount of	\$207.50
Bid of Joe Marshall for house located at 230 Sims (Parcel No. 399), in the amount of	\$ 157.00
Bid of Joe Marshall for house located at 411 Gladstone (Parcel No. 411), in the amount of	\$ 477.00

2. All other bids are hereby rejected.

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

To Doris Gutz, for houses located at 706 W. Lubbock St., and 210 Espinosa;

To J. D. Williams, for house located at 703 Bigfoot St.,

To C. N. Pack, for houses located at 403 Cottonwood, 429 Hawthorne, 428 Hawthorne, 721 Keats, 814 Brighton, 739 W. Harlan, 746 W. Harlan, 748 W. Harlan, and 1117 Commercial;

To Joe Marshall, for houses located at 230 Sims and 411 Gladstone.

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

5. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,326

ACCEPTING A DEED FROM MRS. LAURA HALBARDIER, (WIDOW)
CONVEYING TO THE CITY OF SAN ANTONIO THE SOUTH IRREGULAR
PART OF LOTS 1 AND 2, BLOCK 9, NEW CITY BLOCK 2613, ACCORDING
TO FIELD NOTES SET OUT IN THE DEED THERETO AND APPROPRIATING
THE SUM OF \$1000.00 TO PAY FOR SAME

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

1. That the deed from Mrs. Laura Halbardier, (a widow) conveying to the City of San Antonio the following described property:

The South irregular part of Lots 1 and 2, Block 9, New City Block 2613, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

be and is hereby accepted.

2. That the sum of \$1000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT & TITLE CO. to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,327

ACCEPTING A DEED FROM AGNES CLAY HODGES, A WIDOW,
INDIVIDUALLY AND AS GUARDIAN OF THE ESTATE OF LULA
T. CLAY GOODMAN, N.C.M. A WIDOW, CONVEYING TO THE CITY
OF SAN ANTONIO PARCELS NOS. 277, 278, 279, 290, 291,
AND 292, BEING LOTS 18, 19, 20, 31, 32 AND 33, BLOCK
18, NEW CITY BLOCK 3921 AND APPROPRIATING THE SUM OF
\$5,500.00 TO PAY FOR SAME

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

1. That the deed from Agnes Clay Hodges, a widow, Individually, and as Guardian of the Estate of Lula T. Clay Goodman, N.C.M., a widow, conveying to the City of San Antonio the following described property:

Parcels Numbers 277, 278, 279, 290, 291 and 292, being:

Lots 18, 19, 20, 31, 32 and 33, Block 18, New City Block 3921, SAN FERNANDO ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 321, Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$5500 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Guardian Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,328

ACCEPTING A DEED FROM ALBERT SANTOS AND WIFE, MARIA
SANTOS, CONVEYING TO THE CITY OF SAN ANTONIO THE SOUTH
215 FEET OF THE WEST 50.6 FEET OF LOT 437, NEW CITY
BLOCK 7850, AND APPROPRIATING THE SUM OF \$6250.00 TO
PAY FOR SAME

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

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

The South 215 feet of the West 50.6 feet of Lot 437, New City Block 7850, HARLANDALE ACRE TRACTS #2, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 642, Page 328, Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$6250. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARANTY ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,329

ACCEPTING A DEED FROM JOSE LOPEZ AND WIFE, MANUELA LOPEZ, CONVEYING TO THE CITY OF SAN ANTONIO THE SOUTH 48 FEET OF THE NORTH 96 FEET OF LOTS 1 AND 2; THE SOUTH 48.39 FEET OF LOTS 1 AND 2; LOTS 3, 4, 5, 7, 8 AND 9: BLOCK 12, NEW CITY BLOCK 2640, AND APPROPRIATING THE SUM OF \$14,000.00 TO PAY FOR SAME

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

1. That the deed from Jose Lopez and wife, Manuela Lopez, conveying to the City of San Antonio the following described property:

The South 48 feet of the North 96 feet of Lots 1 and 2; The South 48.39 feet of Lots 1 and 2; Lots 3, 4, 5, 7, 8 and 9, Block 12, NEW City Block 2640, within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, Page 346, Deed and Plat Records of Bexar County, Texas.

be and is hereby accepted.

2. That the sum of \$14,000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT & TITLE CO. to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,330

ACCEPTING A DEED FROM OSCAR WEILBACHER AND WIFE, HULDA E. WEILBACHER, CONVEYING TO THE CITY OF SAN ANTONIO PART OF LOT 295, N.C.B. 7851, AND APPROPRIATING THE SUM OF \$3100.00 TO PAY FOR SAME

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

1. That the deed from Oscar Weilbacher and wife, Hulda E. Weilbacher, conveying to the City of San Antonio the following described property:

Tract Two Hundred Ninety-five (295) New City Block Seven Thousand Eight Hundred Fifty-one (7851) HARLANDALE ACRE TRACTS #2, SECOND FILING, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 642, Page 328, Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$3100. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARANTY ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,331

ACCEPTING A DEED FROM A. A. BURT AND WIFE, MARY BURT, AND MARGARET G. CADENA, A WIDOW, CONVEYING TO THE CITY OF SAN ANTONIO LOT 7, BLOCK 7, NEW CITY BLOCK 2612 AND APPROPRIATING THE SUM OF \$7000.00 TO PAY FOR SAME

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

1. That the deed from A. A. Burt and wife, Mary Burt, and Margaret G. Cadena a widow, conveying to the City of San Antonio the following described property:

Lot 7, Block 7, New City Block 2612, within the corporate limits of the City of San Antonio, Bexar County, Texas.

be and is hereby accepted.

2. That the sum of \$7000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT & TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,332

ACCEPTING A DEED FROM LEONARD G. MANRIQUEZ AND WIFE ASUNCION R. MANRIQUEZ CONVEYING TO THE CITY OF SAN ANTONIO PARCELS NUMBER 575 AND 576, BEING PART OF LOTS 10 AND 11, BLOCK 18, NEW CITY BLOCK 7881, IN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND APPROPRIATING THE SUM OF \$650.00 TO PAY FOR SAME

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

1. That the deed from Leonard G. Manriquez and wife Asuncion R. Manriquez conveying to the City of San Antonio the following described property:

Part of Lots 10 and 11, Block 18, New City Block 7881, according to plat recorded at Volume 368, Page 114, Deed and Plat Records of Bexar County, Texas, and more particularly described by metes and bounds in said deed,

be and is hereby accepted.

2. That the sum of \$650. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to SECURITY TITLE & TRUST COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,333

ACCEPTING A DEED FROM VICTORIA TARIN DE VALDEZ AND HUSBAND, ABRELIO DE VALDEZ, AND MARIA HINOJOSA, CONVEYING TO THE CITY OF SAN ANTONIO LOTS 54 AND 55, BLOCK 3, NEW CITY BLOCK 3457, AND APPROPRIATING THE SUM OF \$6100.00 TO PAY FOR SAME

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

1. That the deed from Victoria Tarin De Valdez and Husband, Aurelio De Valdez, and Maria Hinojosa, conveying to the City of San Antonio the following described property:

Lots 54 and 55, Block 3, NCB 3457, HILLCREST ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 105, Page 336, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$6100. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to ALMO TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher, City Clerk

AN ORDINANCE 22,334

ACCEPTING A DEED FROM ANTONIO P. BRIONES AND WIFE,
JANIE BRIONES, CONVEYING TO THE CITY OF SAN ANTONIO
LOT 14, NEW CITY BLOCK 8135, AND APPROPRIATING THE
SUM OF \$8322.50 TO PAY FOR SAME

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

1. That the deed from Antonio P. Briones and wife, Janie Briones, conveying to the City of San Antonio the following described property:

Lot Fourteen (14), New City Block Eighty-one Hundred Thirty-five
(8135), GRUEN ADDITION, according to plat thereof recorded in
Vol. 2805, page 165, Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$8322.50 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to STEWART TITLE GUARANTY COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,335

APPROVING THE PURCHASE OF PARCEL 243 FOR \$6,075.00
ACCEPTING A DEED FROM HORACIO RAMOS AND WIFE, NASARIA
BARRERA RAMOS CONVEYING SAID PROPERTY TO THE CITY OF
SAN ANTONIO, APPROPRIATING THE SUM OF \$6,075.00 TO PAY
FOR SAME

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

1. That the purchase of Parcel 243, for \$6,075.00 be and is hereby approved, and the deed from Horacio and Nasaria Barrera Ramos conveying to the City of San Antonio Parcel 243, being Lot 34 and the East one-half of Lot 33, in Block 9, New City Block 3912, be and is hereby accepted.

2. That the sum of \$6,075.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Guardian Abstract and Title Company to be used in payment for said parcel.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,336

ACCEPTING A DEED FROM DANIEL GARZA AND WIFE,
MARGARITA GARZA CONVEYING TO THE CITY OF SAN ANTONIO
PART OF LOT 24, BLOCK 11, NEW CITY BLOCK 8965, AND
APPROPRIATING THE SUM OF \$1000.00 TO PAY FOR SAME

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

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

Part of Lot 24, Block 11, New City Block 8965, Division Gardens #2 in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 1625, Page 204, Deed and Plat Records of Bexar County, Texas, more particularly described in deed.

be and is hereby accepted.

2. That the sum of \$1000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to STEWART TITLE GUARANTY COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,337

ACCEPTING A DEED FROM WALTER T. HENNESEY AND WIFE,
EILEEN HENNESEY CONVEYING TO THE CITY OF SAN ANTONIO
PARCEL NO. 713 BEING LOT 9, BLOCK 3, NEW CITY BLOCK
8054, KNOWN AS 116 SPRUANCE STREET AND APPROPRIATING
THE SUM OF \$6,650.00 TO PAY FOR SAME

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

1. That the deed from Walter T. Hennesey and wife Eileen Hennesey conveying to the City of San Antonio the following described property:

Parcel No. 713, being Lot 9, Block 3, New City Block 8054, 116 Spruance Street

be and is hereby accepted.

2. That the sum of \$6650. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Texas Title Guaranty Company, to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,338

ACCEPTING A DEED FROM JESSE A. AGUILAR CONVEYING TO
THE CITY OF SAN ANTONIO PARCEL NO. 652, BEING LOT 46,
BLOCK 5, NEW CITY BLOCK 8952, AND APPROPRIATING THE
SUM OF \$400.00 TO PAY FOR SAME

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

1. That Ordinance No. 22,243 passed and approved February 2, 1956 be and is hereby repealed.

2. That the deed from Jesse A. Aguilar, a single man, conveying to the City of San Antonio Parcel No. 652, being Lot 46, Block 5, New City Block 8952, a Vacant Lot on Buffalo Street, be and is hereby accepted.

3. That the sum of \$400.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Texas Title Company to be used in payment for said lot.

4. PASSED AND APPROVED this 16th day of February, A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,339

ACCEPTING A DEED FROM PEDRO AGUILAR CONVEYING TO THE
CITY OF SAN ANTONIO, PARCEL NO. 651, BEING LOT 45, BLOCK
5, NEW CITY BLOCK 8952, AND APPROPRIATING THE SUM OF
\$400.00 TO PAY FOR SAME

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

1. That the deed from Pedro Aguilar conveying to the City of San Antonio the following described property:

Parcel No. 651, being Lot 45, Block 5, New City Block 8952, a vacant lot on Buffalo Street,

be and is hereby accepted.

2. That the sum of \$400. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Texas Title Guaranty Company, to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J Frank Gallagher
City Clerk

AN ORDINANCE 22,340

ACCEPTING A DEED FROM A. M. REINHARD AND WIFE ELEANOR REINHARD CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 529, BEING IRREGULAR PART OF LOT 55, N.C.B. 7895, AS SHOWN ON RIGHT OF WAY MAP AND APPROPRIATING THE SUM OF \$750.00 TO PAY FOR SAME

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

1. That the deed from A. M. Reinhard and wife, Eleanor Reinhard, conveying to the City of San Antonio the following described property:

Irregular part of Lot 55, New City Block 7895, as shown on Right of Way Map and more fully described in said deed,

be and is hereby accepted.

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

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,341

ACCEPTING A DEED FROM HERMAN J. WOLLNEY AND WIFE, LAURA WOLLNEY CONVEYING TO THE CITY OF SAN ANTONIO PARCELS NUMBERS 217 AND 218, BEING LOTS 31 AND 32, BLOCK 8, NEW CITY BLOCK 3911, SAN ANTONIO, BEXAR COUNTY, TEXAS, AND APPROPRIATING THE SUM OF \$6,250.00 TO PAY FOR SAME

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

1. That the deed from Herman J. Wollney and wife, Laura Wollney, conveying to the City of San Antonio the following described property:

Lots 31 and 32, Block 8, New City Block 3911, situated within the corporate limits of the City of San Antonio, according to map or plat thereof recorded in Volume 105, Page 321, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$6250. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Guardian Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,342

ACCEPTING A DEED FROM THEODORE ZAIONTZ AND WIFE, ROSE MARIE ZAIONTZ CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 313, BEING LOT 50, BLOCK 3, NEW CITY BLOCK 3457, HILLCREST ADDITION, SAN ANTONIO, BEXAR COUNTY, TEXAS AND APPROPRIATING THE SUM OF \$7,100.00 TO PAY FOR SAME

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

1. That the deed from Theodore Zaiontz and wife, Rose Marie Zaiontz conveying to the City of San Antonio the following described property:

Lot Fifty (50) Block Three (3), New City Block Three Thousand Four Hundred Fifty Seven (3457) HILLCREST ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 105, Page 336, of the Deed and Plat Records of Bexar County, Texas

be and is hereby accepted.

2. That the sum of \$7100. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to ALAMO TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

ATTEST:
J. Frank Gallagher,
City Clerk

E. R. Crumrine
Mayor Pro-tem

AN ORDINANCE 22,343

AUTHORIZING PAYMENT OF \$592.03 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR SERVICES, SUPPLIES AND RENT INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT-OF-WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$592.03 for services, supplies and rent for appraisers, etc., incurred in acquiring property for the Expressway Right-of-Way.
2. That the Acting Director of Finance is authorized to make payment from the 1955 Expressway and Street Improvement Bond Fund #4-78.

(1)	Paul Anderson & Southwell Co.	- supplies	\$ 14.36
(2)	Paul Anderson	"	9.00
(3)	Standard Printing	"	.85
(4)	Commercial Recorder - Adv.		71.20
(5)	Central Stores		47.16
(6)	County Clerk - Bowie County		3.25
(7)	Carlos C. Cadena (Petty Cash) Supplies		10.91
(8)	Jay E. Adams - Rent, supplies, services		
		Steno salary	435.30
			<u>\$ 592.03</u>

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,344

AN ORDINANCE PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF THE PORTION OF WIDENING OF SALADO CREEK BRIDGE ON HIGHWAY NO. U.S. 281 (SAN PEDRO AVE.) IN THE CITY OF SAN ANTONIO, TEXAS HEREINAFTER REFERRED TO AS "THE PROJECT" AND AUTHORIZING THE CITY MANAGER OF THE CITY TO EXECUTE AND THE CITY CLERK TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR THE CONSTRUCTION MAINTENANCE, EXISTENCE AND USE OF SAID PROJECT; AND DETERMINING THE LIABILITIES AND RESPONSIBILITIES OF THE CITY AND THE STATE OF TEXAS WITH REFERENCE THERETO; AND DECLARING AN EMERGENCY AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, the public convenience, safety and necessity of the City, and the people of the City require that the Salado Creek Bridge on Highway No. U. S. 281 be widened since the existing condition constitutes a serious inconvenience to the public, which it is urgently required to be remedied; and

WHEREAS, the City has requested the State of Texas to contribute financially in the project; and

WHEREAS, the State of Texas has made it known to the City that the State will assist the City in the improvement and maintenance of said project, providing the City approves the plans for said project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL:

SECTION 1. That since the public convenience, safety and necessity of the City and the people of the City require it, said project shall be constructed.

SECTION 2. That the Mayor of the City be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance, in the form attached hereto and marked "Exhibit B". The Mayor of the City is further authorized to approve and sign the detailed plans for construction of the project or any section thereof when and as such plans are completed and prior to award of construction contract by the State. The City Clerk is hereby directed to attest the agreement and contract and to affix the proper seal of the City thereto.

SECTION 3. That the State of Texas be and is hereby authorized to enter upon and construct the project at the location and in the manner shown on the plans to be approved by the Mayor and attached hereto, marked "Exhibit A", and made a part hereof in all respects, and to maintain such project all as is provided in the agreement hereto attached.

SECTION 4. The fact that there is an imperative necessity that the work provided for in said contract be begun and carried out promptly, and that such contract should accordingly be forthwith executed, creates a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this 16th day of February, A. D. 1956 and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this 16th day of February, A. D. 1956.

ATTEST:
J. Frank Gallagher, City Clerk

E. R. Crumrine
Mayor Pro-tem

AN ORDINANCE 22,345

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY OF
SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR
REFUND TO ANTHONY D. GALLAGHER

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

1. That the Director of Finance is authorized hereby to pay the sum of \$25.00 out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person hereinbelow listed, as per letter addressed to said Director of Finance, dated February 6, 1956, a copy of which is attached hereto and made a part hereof.

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
10-7-55	ANTHONY D. GALLAGHER	341 PEGGY DRIVE	\$25.00	\$25.00	None	1822

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED on the 16th day of February, A. D. 1956.

E. R. Crumrine
MAYOR PRO-TEM

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,346

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY OF
SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR
REFUND TO ROY E. CULBERTSON

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

1. That the Director of Finance is authorized hereby to pay the sum of \$25.00, out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person hereinbelow listed, as per letter addressed to said Director of Finance, dated February 2, 1956, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	RECT. NO.
9-3-52	ROY E. CULBERTSON	FORMER ADDRESS: c/o TRIANGLE PLUMBING CO. 143 KASHMUIR	\$25.00	\$25.00	None	1754

PRESENT ADDRESS:
503 BURWOOD

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED on the 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,347

AUTHORIZING PAYMENT OF \$25.00 OUT OF THE CITY
OF SAN ANTONIO "STREET EXCAVATION TRUST FUND"
FOR REFUND TO MARTIN BAUML

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

1. That the Director of Finance is authorized hereby to pay the sum of \$25.00 out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person hereinbelow listed, as per letter addressed to said Director of Finance, dated February 2, 1956, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
11-18-37	MARTIN BAUML	926 E. COMMERCE ST.	\$25.00	\$25.00	None	402

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED on the 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,348 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION
OUTSIDE OF THE CITY LIMITS ON THE PETITION OF MILTON A. RYAN
AND MRS. MILTON A. RYAN

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

1. That the petition of Milton A. Ryan and Mrs. Milton A. Ryan for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 924 Eventide Drive, Lot East 80.12' of Lot 12, Block 11, CB 5848-A, Morningside Hgts., Subdivision - Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all building 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 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

- - - ✓ - - -
AN ORDINANCE 22,349

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION
OUTSIDE OF THE CITY LIMITS ON THE PETITION OF HUMPHREY R. PRICE

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

1. That the petition of Humphrey R. Price, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City Sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 508 South Vandiver, Lot 12, County Block 5887, Suffolk Estates, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might in any way, impair the City

Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

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

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 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,350

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

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

1. That the petition of Mr. and Mrs. Bert J. Harry, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 516 Terrell Road, Lot 10, Block CB 5644A Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,351 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF MRS. MARY MCKIBBEN AND MISS RUBY MCKIBBEN

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

1. That the petition of Mrs. Mary McKibben and Miss Ruby McKibben for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions:

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 1305 Wilshire, Lot 19, CB 5521, Block 10, Morningside Heights #2, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-temATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,352

ACCEPTING THE ATTACHED LOW BIDS OF BENITEAU'S,
CENTRAL VULCANIZING CO., SANANTEX OIL COMPANY
AND W. F. LITTLETON TO FURNISH THE CITY OF SAN
ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN
TIRES AND TUBES FOR A TOTAL OF \$4,936.40

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

1. That the low bids of Beniteau's, Central Vulcanizing Company, Sanantex Oil Company and W. F. Littleton, dated January 30, 1956, to furnish the City of San Antonio Department of Public Works with certain tires and tubes for a total of \$4,936.40 be and the same is hereby accepted.

Beniteau's

Item #1	\$ 531.40	
#12	<u>18.16</u>	\$ 549.56

Central Vulcanizing

Item #2	\$ 166.80	
#3	819.00	
#4	2781.00	
#5	109.04	
#6	<u>165.44</u>	\$ 4,041.28

Sanantex Oil Co.

Item #7	\$ 43.00	
#8	<u>15.20</u>	58.20

W. F. Littleton Co.

Item #9	61.40	
#10	215.40	
#11	<u>10.56</u>	
		\$ <u>287.36</u>
		\$ 4,936.40

2. That the low bids of Beniteau's, Central Vulcanizing, Sanantex Oil Company and W. F. Littleton are attached hereto and made a part thereof.

3. That payment be made from 3-01 Central Stores, Account #4.

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

5. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,353

ACCEPTING THE ATTACHED BID OF COKESBURY BOOK
STORE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC
LIBRARY WITH CERTAIN BOOKS FOR A TOTAL OF \$2,060.81

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

1. That the attached bid of Cokesbury Book Store, 1910 Main Street, Dallas, Texas, dated February 1, 1956 to furnish the City of San Antonio Public Library with certain books as per list attached for a total of \$2,060.81, be and the same is hereby accepted.

2. That the bid of Cokesbury Book Store is attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Public Library, Account No. 15-02-01.

4. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,354

ACCEPTING THE ATTACHED BID OF MOTOROLA COMMUNICATIONS
AND ELECTRONICS TO FURNISH THE CITY OF SAN ANTONIO POLICE
DEPARTMENT WITH ELEVEN TWO-WAY MOTORCYCLE RADIO UNITS FOR
A TOTAL OF \$5,134.00

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

1. That the attached bid of Motorola Communications and Electronics, Inc., 2505 Inwood Place, Austin, Texas, dated January 27, 1956 to furnish the City of San Antonio Police Department with eleven two-way Motorcycle radio units for a total of \$5,134.00 be and the same is hereby accepted.

2. That the bid of Motorola Communications and Electronics, Inc. is attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Department of Police, Account No. 07-01-03.

4. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 22,355

ACCEPTING THE LOW BID OF GENERAL SUPPLY COMPANY, INC., IN THE AMOUNT OF \$6,197.00 FOR THE ERECTION OF A RIGID FRAME STEEL BUILDING TO HOUSE OFFICES IN BRACKENRIDGE PARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. The low bid of General Supply Company, Inc., in the amount of \$6,197.00, for the erection of a rigid frame steel building to house offices in Brackenridge Park, is hereby accepted.

2. All other bids are hereby rejected.

3. The City Manager is hereby authorized to execute with General Supply Company, Inc., a City standard form construction contract for said work, said contract to embody and include all of the terms, conditions and specifications included in the request for bids and said contract to be approved by the Parks and Recreation and Legal Departments.

4. The Director of Finance is hereby authorized to pay General Supply Company, Inc., the sum of \$6,197.00 out of the 1955-56 General Fund - Special Projects Account #41-05-01, in such sums and at such times as are provided in said contract.

5. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,356 ✓

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KENNETH MARTIN WALLACE FOR THE PRIVILEGE OF OPERATING PEDAL CRAFT BOATS ON THAT SECTION OF THE SAN ANTONIO RIVER EXTENDING FROM THE WESTERN BOUNDARY OF THE TANNERY TRACT IN BRACKENRIDGE PARK EXTENDING EAST OF THE BRIDGE OF THAT SECTION KNOWN AS LAMBERT BEACH AND UP TO AND INCLUDING THE REAR OF THE PIONEER BUILDING

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

1. That the City Manager be and is hereby authorized to enter into a one year contract with Kenneth Martin Wallace for the right and privilege of operating pedal-craft boats for hire on that section of the San Antonio River extending from the western boundary of the Tannery Tract in Brackenridge Park extending east of the bridge of that section known as Lambert Beach and up to and including the rear of the Pioneer Building.

2. The contact is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,357 ✓

ACCEPTING THE OFFER OF THE SALVATION ARMY TO SETTLE ITS CLAIM AGAINST THE CITY ARISING OUT OF THE CLEANING, OPENING AND RECONSTRUCTION OF THE CHANNEL OF THE SAN ANTONIO RIVER IN BRACKENRIDGE PARK

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

1. The offer of the Salvation Army to settle its claim against the City arising out of the cleaning, opening and reconstruction of the channel of the San Antonio River in Brackenridge Park is hereby accepted.

2. IN consideration for said release, the City hereby agrees that, for a period of five years, the Salvation Army shall be allowed to clear and otherwise beautify by planting shrubs, grass, etc., and keeping same trimmed, that strip of Brackenridge Park lying between the Salvation Army property and Carnahan Street.

3. The City hereby further agrees that it will, for a period of five years, keep the Salvation Army property located west of the San Antonio River, cleared of weeds and underbrush.

4. The City Manager or, in his stead, the Assistant City Manager, is hereby authorized to accept and agree to said release agreement for and in the name of the City.

5. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,358 ✓

GRANTING THE PETITIONS OF THE SOUTHWEST TEXAS CONFERENCE OF THE METHODIST CHURCH, THE PILGRIM CONGREGATIONAL CHURCH, AND THE MOST REV. ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO FOR EXEMPTION FROM CITY TAXES ON VARIOUS CHURCH PROPERTIES

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

1. That the property owned by the Southwest Texas Conference of the Methodist Church, the same being Lot Red 16, Blk. 39, NCB 1932, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1955 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

2. That the property owned by the Pilgrim Congregational Church, the same being Lot 34, Blk. 31, NCB 10527, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1955 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

3. That the property owned by the Most Rev. Robert E. Lucey, Archbishop of San Antonio, the same being Lots 12 to 15 inclusive, Blk. H, NCB 6803, 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, 1954 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 1954 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said property for the year 1954.

4. That the properties owned by the Most Rev. Robert E. Lucey, Archbishop of San Antonio, the same being Lots 12 and 13, and E. 26' of 11, Blk. 1, NCB 2185; Lot 10, Blk. 24, NCB 9244; Lots 7 and 8, Blk. 13, NCB 8970, and Lot 104, Blk. 17, NCB 3460; and Pt of Lot 14, Blk. 24, NCB 3687, 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 properties are hereby exempted from taxation effective June 1, 1955 and to continue from year to year as long as said properties continue to qualify for tax exemption under the Constitution and Laws of the State of Texas.

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

PASSED AND APPROVED on the 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,359 ✓

AUTHORIZING CERTAIN FINANCE DEPARTMENT PERSONNEL TO SIGN CITY CHECKS AND WARRANTS AND HAVE ACCESS TO LOCK BOXES IN THE CITY DEPOSITORY

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

1. That, Lynn H. Andrews, Acting Director of Finance, is hereby authorized to sign checks, vouchers or warrants for the withdrawal of funds from the City Depository.

2. That the use of a facsimile of the signature of Lynn H. Andrews on checks, vouchers or warrants is hereby authorized.

3. That all checks, excluding payrolls checks, vouchers or warrants shall also bear the signature of Charles F. Bissett, Controller, or W. E. Gibson Fiscal Officer.

4. That the following named persons are hereby authorized to have access to all lock boxes in the City Depository, in any of the following combinations:

- a. Lynn H. Andrews, Acting Director of Finance, and Charles F. Bissett, Controller.
- b. Lynn H. Andrews, Acting Director of Finance, and W. E. Gibson, Fiscal Officer.
- c. Charles F. Bissett, Controller and W. E. Gibson Fiscal Officer.

5. The signatures and titles of the above named persons appear as follows:

/s/ Lynn H. Andrews
Acting Director of Finance

/s/ Charles F. Bissett
Controller

/s/ W. E. Gibson
Fiscal Officer

6. That the National Bank of Commerce, the City Depository is hereby authorized to honor City checks, vouchers, and warrants bearing the signatures as outlined above and the facsimile signature of Lynn H. Andrews .

7. That, the National Bank of Commerce, the City Depository is also authorized to allow admittance to lock boxes of the above authorized individuals.

8. PASSED AND APPROVED on the 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,360

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING TO THE STEWART COMPANY, A TEXAS CORPORATION, CERTAIN PORTIONS OF THE OLD SEGUIN ROAD ABUTTING EAST MILITARY DRIVE

WHEREAS, a portion of the Old Seguin Road which abutts East Military Drive and runs adjacent to the Southern Pacific Railroad to the east of East Military Drive has been abandoned as a public right-of-way; and

WHEREAS, it appears that the Stewart Company has fee simple title to the above described portion of the Old Seguin Road; and

WHEREAS, the Stewart Company has agreed to quitclaim to the City of San Antonio 160 feet of the above described portion of the Old Seguin Road which lies immediately adjacent to the East Military Drive for the purpose of widening East Military Drive; NOW, THEREFORE:

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

1. That the City Manager be and is hereby authorized to execute a quitclaim deed to the Stewart Company, a Texas Corporation, conveying a certain portion of the Old Seguin Road which abutts East Military Drive and runs adjacent to the Southern Pacific Railroad, and more particularly described in the deed which is attached hereto and made a part hereof.

2. In consideration of the aforesaid conveyances, the City is to receive from the Stewart Company the sum of \$400.00 as compensation for the expense suffered by the City, for investigation and other administrative practices necessary for this conveyance, and further will receive from the Stewart Company a quitclaim deed to 160 feet of the above described portion of the Old Seguin Road which lies immediately adjacent to East Military Drive, which quitclaim deed will convey a right-of-way easement to the City of San Antonio for the purpose of widening East Military Drive; Said 160 feet is more particularly described in the quitclaim deed conveying this portion to the City.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,361

REPEALING ORDINANCE NUMBER 21,617 ABANDONING A PORTION OF MARGIL STREET AND MANIFESTING A DEED CONVEYING TO ENRIQUE GARZA ALL OF THE RIGHT TITLE AND INTEREST OF THE CITY OF SAN ANTONIO IN AND TO THE ABANDONED PORTION OF SAID STREET

WHEREAS, by letter dated December 4, 1954, Enrique Garza made inquiry concerning the possibility of purchasing that portion of Margil Street bounded on the east by Lots 25, 26, 27 and 28, New City Block 3902, and on the west by Lots 1 and 2, New City Block 3907; and

WHEREAS, the City right of way agent appraised said land at \$700.00 and by letter dated January 5, 1955, Enrique Garza expressed his willingness to pay \$700.00 therefor; and

WHEREAS, by ordinance No. 21617, passed and approved on August 25, 1955, said portion of Margil Street was abandoned and said ordinance manifested a quitclaim deed thereof to Enrique T. Garza, therein, mistakenly referred to as Enrique T. Garcia; and

WHEREAS, the said Enrique T. Garza has not paid the said \$700.00 to the City, and said deed has never been delivered to nor accepted by Enrique T. Garza, and has, therefore, not taken effect; and

WHEREAS, Enrique T. Garza is unwilling to accept a quitclaim deed to said land; NOW, THEREFORE:

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

1. Ordinance No. 21617, passed and approved on August 25, 1955, entitled "AN ORDINANCE ABANDONING A PORTION OF MARGIL STREET AND MANIFESTING A DEED CONVEYING TO ENRIQUE T. GARCIA ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SAN ANTONIO IN AND TO SAID ABANDONED PORTION OF SAID STREET" is hereby repealed, and said ordinance shall have no effect as a conveyance of any interest to Enrique T. Garza, Enrique T. Garcia, or any other person.

2. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,362

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND TO ARTHUR J. PUIG OF FEES CHARGED FOR UNUSED BUILDING PERMITS

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

1. The Director of Finance is hereby authorized to make a refund to Arthur J. Puig, in the amount of \$229.50, of fees charged for unused building permits, as follows:

Permit No.

B 9629	10/6/55
B 9630	10/6/55
B 9631	10/6/55
B 9632	10/6/55
B 9633	10/6/55
B 9634	10/6/55
B 9638	10/6/55
B 9639	10/6/55
B 9640	10/6/55

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

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

"Provided, however, that buildings constructed prior to 1949 with stud spacing of twenty-four inches (24") may be moved within the corporate limits of the City of San Antonio, or to any point outside these City Limits, but not from a point outside to within these city limits; provided the exterior and bearing partition walls are solid sheathed both sides with wood not less than five-eighths inches (5/8") in thickness and will otherwise meet with all requirements of this building code."

2. This ordinance shall not apply to houses purchased from the City prior to March 1, 1956.

3. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,365 ✓

GIVING AND ASSIGNING A NAME TO A STREET LOCATED
WITHIN THE LIMITS OF THE CITY OF SAN ANTONIO

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

1. The unnamed street located west of Scotland Drive, extending south from Dresden Drive to Gilbert Lane, is hereby named and designated as Harkavy Drive.

2. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,366

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

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

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

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all or such part of the professional services as may be directed, set forth to and in connection with the designated property owner participation street improvement projects authorized by the Capital Improvement Bond Election held on November 29, 1955, to be processed in the order of sequence as directed by the City at an estimated construction cost of \$300,000.00, and hereinafter referred to as the "projects".

2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform such of the following engineering services as may apply to this project.

In the design phase:

- (1) Field surveys for design and lay-out of structures.
- (2) Planning any necessary surveys and sub-surface explorations, arranging for such work to be done for the client's account, and interpretation of results of such surveys and explorations.
- (3) Furnishing of engineering data necessary for applications for permits required by local, state and federal authorities.
- (4) Preparation of detailed contract drawings and specifications for construction.
- (5) Preparation of estimates of quantities and costs.
- (6) Assistance to client in securing bids.
- (7) Analysis of bids and recommendation concerning awards.
- (8) Assistance in award of contracts.

In the construction phase:

- (1) Checking of shop and working drawings furnished by contractors.
- (2) Supervision and review of laboratory, mill and shop tests.
- (3) Consultation and advice during construction.
- (4) General supervision of the work and interpretation of the plans and specifications by periodic visits to the site by the Engineer or his representative.
- (5) Preparation of monthly and final estimates for payments to contractors.

(6) Assistance in checking and testing of installed equipment.

(7) Final inspection.

(8) Revision of the construction drawings to show the project as built, to be furnished on material from which prints can be produced.

It is further agreed and understood that the Engineer in lieu of the engineering services provided for in the preliminary phase of the usual services included in the scheduled fees, will perform the necessary engineering services in connection with the construction lay-out surveys on the ground for this project, and it is further agreed that the contracts for the construction work covered in these projects will provide that the construction contractor shall reimburse the Engineer for any and all construction stakes that have to be replaced after original layout has been accomplished.

3. The services listed below as may apply to this project are not included in the scheduled fee:

(a) Shop, mill or laboratory inspection of materials and equipment, sampling and laboratory analysis of water.

(b) Test borings and other sub-surface explorations and related laboratory analyses.

(c) Topographic surveys of large areas not occupied by structures, such as impoundment reservoirs, property, boundary, and right-of-way surveys, flow gauging, etc.

(d) Additional copies of reports, drawings, and specifications.

(e) Calculation of special assessments, expense and earnings statements, etc.

(f) The services of a resident engineer and inspectors for continuous on-the-site inspection of construction.

4. The Engineer will furnish the services of a resident engineer and inspectors for continuous on-the-site inspection upon written instructions from the City and the charges for such services shall be computed on the basis of the direct salary cost of the service plus a percentage not exceeding 25% of such cost. Transportation, if required, will be furnished at invoice cost.

5. The scheduled fees include the furnishing of five copies of all reports, plans and specifications on paper. The original documents, survey notes and tracings remain the property of the Engineer. Additional sets of such reports, plans, specifications, etc. will be furnished to the City upon request at the actual cost of production.

6. In consideration of the obligations herein undertaken by the Engineer, the City agrees to pay to the Engineer at San Antonio, Texas the following design fees and supervision fees if desired in the amounts and at the time specified below, it being agreed and understood that the professional services to be furnished under this contract may only include the design phase of the project, or it may include the complete engineering services as may be determined by the City. If only the design phase is desired, the Engineer's fee shall be a sum equal to 60% of the total fee and upon completion of the services provided for in the design phase by said Engineer and acceptance by the City, the Engineer shall be paid in full for such services within 30 days after said acceptance unless otherwise mutually agreed upon.

Total fee:

The total fee due the Engineer on this project if complete engineering service is desired, shall not exceed 6% of the actual net construction cost of the projects referred to in Article 1 above.

The actual net cost of construction shall mean the aggregate of the contract prices on contracts let by the City on this project. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other money withheld from contracts.

Design phase:

The Engineer's fee for design work shall be a sum equal to 60% of his total fee. Payments to the Engineer for design work shall be made monthly in the proportion that the design work completed bears to the total design work. The first payment, however, will not be made until such time as the bonds voted on November 29, 1955, have been sold and the money deposited to the credit of the City of San Antonio, or if for any reason beyond the control of the City, the above referred to bonds are not sold within six months after the date of execution of this contract, then the project will be terminated until such time as said bonds have been sold and the money deposited to the credit of the City and the Engineer will be paid all "out-of-pocket" monies that he has expended pursuant to the terms of this contract.

Construction phase:

The Engineer's fee for the construction phase of the work shall be a sum equal to 40% of his total fee payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work based upon contractors estimates for such work.

7. Abandonment or adjustment of contract:

This contract may be terminated in full or reduced by specific projects upon written notice by the City 30 days prior to effective date of desired change, or it may be increased by adding other specific projects by mutual consent of both parties.

If this contract is terminated in full for any reason other than as provided for in Article 6 above, the Engineer will be paid that portion of his total fee corresponding to the percentage of services already rendered.

If a specific project included in this contract is deleted or another specific project not now included in this contract is added, causing the cost of construction involved in the adjusted contract to come within a different bracket from the original contract, wherein the minimum fee for general engineering services as recommended by the T.S.P.E. is either increased or decreased as compared with the fee established in the original contract, it is agreed and understood that the conforming fee will then apply to this contract as adjusted.

8. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

9. Signed and accepted this 16th day of February, A. D. 1956.

W. F. Pickard

AN ORDINANCE 22,367

ACCEPTING THE ATTACHED BIDS OF SIMMS FIRE EQUIPMENT COMPANY AND SAN ANTONIO MACHINE AND SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH 9,000 FEET 2 1/2" FIRE HOSE FOR A TOTAL OF \$12,150.00

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

1. That the attached low bids of Simms Fire Equipment Company and San Antonio Machine and Supply Company, dated January 24, 1956 to furnish the City of San Antonio Fire Department with 9,000 feet of 2 1/2" Fire Hose for a total of \$12,150.00, be and the same is hereby accepted as follows: (Less 2%-10 days)

Simms Fire Equipment Co.
610 5th St.
San Antonio, Texas

4,500 ft. 2 1/2" fire hose @ \$1.35 \$ 6,075.00

San Antonio Machine & Supply Co.
325 N. Center St.
San Antonio, Texas

4,500 ft. 2 1/2" fire hose @ \$1.35 \$ 6,075.00
\$12,150.00

2. That the low bids of Simms Fire Equipment Company and San Antonio Machine and Supply Company are attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Fire Department, Account No. 08-03-01.

4. That all other bids received on this item are hereby rejected.

5. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,368

APPOINTING W. J. (BILL) SEBERA TO THE PLANNING COMMISSION TO FILL THE VACANCY CREATED BY THE RESIGNATION OF MARVIN SHIPMAN

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

1. W. J. (Bill) Sebera is hereby appointed to the Planning Commission, for the unexpired portion of the term ending April 30, 1957, to fill the vacancy created by the resignation of Marvin Shipman.

2. PASSED AND APPROVED this 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,369

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. 579)

The re-classification and re-zoning of property from "E" APARTMENT DISTRICT and "F" LOCAL RETAIL DISTRICT to "H" LOCAL RETAIL DISTRICT, as follows:

PROPOSITION A

FROM: "E" APARTMENT DISTRICT
TO: "H" LOCAL RETAIL DISTRICT

Lots 1, 3, 5, 7, 9 & 11, Block 14, N.C.B. 389

PROPOSITION B

FROM: "F" LOCAL RETAIL DISTRICT
TO: "H" LOCAL RETAIL DISTRICT

Lots 2, 4, 6, 8, 10 & 12, Block 14, N.C.B. 389

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 16th day of February A. D. 1956.

E. R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,370

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. 584)

The re-classification and re-zoning of Lots 1, A-2, A-3, A-4, & A-5, NCB 7456, and Lot A-1, N.C.B. 7649, from "A" TEMPORARY RESIDENCE DISTRICT to "L" MANUFACTURING DISTRICT

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

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

4. PASSED AND APPROVED this 16th day of February A. D. 1956.

ATTEST:
J. Frank Gallagher
City Clerk

E. R. Crumrine
Mayor Pro-tem

AN ORDINANCE 22,371

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. 611:

The re-classification and re-zoning of property, as follows:

FROM : "D" APARTMENT DISTRICT
TO: "J" COMMERCIAL DISTRICT

That portion of Tract A NCB 11911 and Tract A NCB 11919 not covered under Ordinance 5721 dated 8-19-47, which zoned to a depth of 200 feet the above described property.

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 16th day of February A. D. 1956.

Elmer R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,372

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 re-zoning of the hereinbelow designated property to-wit:

(CASE NO. 614)

The re-classification and re-zoning of property, as follows:

PROPOSITION A

FROM: "A" TEMPORARY RESIDENCE DISTRICT
TO: "A" PERMANENT RESIDENCE DISTRICT

Lots 3 through 20, incl., Block 2, N.C.B. 12413
Lots 2 through 35, Incl., Block 3, N.C.B. 12414
Lots 2 through 22, incl., and 25 through 38, incl. Block 4, N.C.B. 12415
Lots 2 through 28, incl., Block 5, N.C.B. 12416
Lots 2 through 20, incl., Block 6, N.C.B. 12417
Lots 2 through 7, incl., Block 7, N.C.B. 12418
Lots 4 through 7, incl., Block 10, N.C.B. 12421
Lots 1 through 14, incl., Block 11, N.C.B. 12422
Lots 1 through 11, INCL., Block 12, N.C.B. 12423
Lots 1 through 11, incl., and 14 through 24, incl., Block 13, N.C.B. 12424
Lots 1 through 13, incl., and 16 through 26, incl., Block 14, N.C.B. 12425
Lots 1 through 10, incl., and 13 through 21, incl., Block 15, N.C.B. 12426
Lots 1 through 6, incl., and 9 through 13, incl., Block 16, N.C.B. 12427

PROPOSITION B

FROM: "A" TEMPORARY RESIDENCE DISTRICT
TO: "B" RESIDENCE DISTRICT

Lot 2, Block 2, N. C. B. 12413
Lots 1 & 36, Block 3, N.C.B. 12414
Lots 1, 23, 24 & 39, Block 4, N.C.B. 12415
Lots 1 & 29, Block 5, N.C.B. 12416
Lots 1 & 25, Block 6, N.C.B. 12417
Lot 12, Block 12, N.C.B. 12423
Lots 12 & 13, Block 13, N.C.B. 12424
Lots 14 & 15, Block 14, N.C.B. 12425
Lots 11 & 12, Block 15, N.C.B. 12426
Lots 7 & 8, Block 16, N.C.B. 12427

FROM: "A" TEMPORARY RESIDENCE DISTRICT
TO: "A" PERMANENT RESIDENCE DISTRICT

Lots 21, 22, 23 & 24, Block 6, N.C.B. 12417
Lots 1 & 8, Block 7, N.C.B. 12418
Lots 1, 2, & 3, Block 10, N.C.B. 12421

PROPOSITION C

FROM: "A" TEMPORARY RESIDENCE DISTRICT
TO: "F" LOCAL RETAIL DISTRICT

Lot 1, Block 2, N.C.B. 12413
All of Block 1, N.c.B. 12412

FROM: "A" TEMPORARY RESIDENCE DISTRICT
TO: "A" PERMANENT RESIDENCE DISTRICT

All of Block 8, N C.B. 12419
All of Block 9, N.C.B. 12420

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

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

4. PASSED AND APPROVED this 16th day of February, A. D. 1956.

Elmer R. Crumrine
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,373

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. 623:

The re-classification and re-zoning of Lots 1 and 2, Block 1, N.C.B. 10617, from "A" TEMPORARY RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT.

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

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

4. PASSED AND APPROVED this 16th day of February A. D. 1956.

ATTEST:
J. Frank Gallagher
City Clerk

E. R. Crumrine
Mayor Pro-tem

*Repealed
+ replaced by Ord 29271 - set 9, 1961
OK FF 82458*

Water Rates

AN ORDINANCE 22,374

AMENDING ORDINANCE NO. 19,146, ADOPTED AND APPROVED JUNE 4, 1953, APPROVING AND ADOPTING A SCHEDULE OF RATES TO BE CHARGED CONSUMERS OF WATER SUPPLIED BY THE WATER WORKS BOARD OF TRUSTEES; TO THE END OF INCREASING SUCH CHARGES AND ADDING CERTAIN PROVISIONS TO ELIMINATE CONDITIONS WHICH HAVE GIVEN RISE TO ABUSES AND LOSS OF REVENUE TO THE WATER SYSTEM; PROVIDING EFFECTIVE DATES FOR THE VARIOUS INCREASED CHARGES AND OTHER PROVISIONS HEREBY MADE; AND PROVIDING A SEVERABILITY AND SAVING CLAUSE

WHEREAS, the present rates charged consumers of water supplied by the Water Works Board of Trustees are inadequate to provide sufficient funds for the operation and maintenance of the water works system and necessary addition, betterment and extension thereof; and,

WHEREAS, the maintenance of said inadequate rates has not only prevent the improvement and extension to the system required as a result of the rapid growth of the City of San Antonio, but has also resulted in inadequate funds being available for current operating and maintenance costs; and

WHEREAS, prior to the acquisition of said system by the City of San Antonio in 1925, and at least since 1904, while said system was privately owned, consumers of water who resided within the corporate limits of the City of San Antonio and consumers who did not reside within such corporate limits have been treated as distinct and separate units, with a differential in rates imposed between resident and non-resident users grounded on additional expenses necessarily incurred by reason of the physical factors involved in serving non-resident users at more distant points; and

WHEREAS, when the City acquired the water works system in 1925, the City dealt with resident and non-resident users under separate classification units and, in exercising the power to provide water service to non-residents, fixed such service charges as the situation required charging a higher rate to residents than to non-residents; and,

WHEREAS, the City has at all times dealt with resident and non-resident users as separate and distinct units and most, if not all, non-resident users knew of the variation in charges at the time they first became users of City water and requested the City to furnish water with full knowledge of such variation; and,

WHEREAS, non-resident users reside at varying distances from the City of San Antonio, ranging from barely outside the city limits to several miles away, with the houses of some non-residents located on tracts of land containing several acres, so that a meter reader outside the corporate limits often requires the use of a motor vehicle because of the distances between customers and cannot read as many meters within a given time as can a meter reader on foot within the corporate limits; and

WHEREAS, delivery of chlorinated water with a reasonable water pressure to non-resident users requires additional pumping, fuel and wear and tear on the machinery used, thus increasing the cost of delivery of water as the distance increases; and,

WHEREAS, supply feeder mains and fire hydrants beyond the corporate limits are owned by the City of San Antonio, and no direct remuneration is received by the Water Board for fire protection thus furnished to persons residing outside the corporate limits of the City of San Antonio; and,

WHEREAS, the foregoing, and other factors, conclusively establish that there is an additional cost in supply water to non-resident users; NOW, THEREFORE:

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

SECTION 1: That the Water Service Rates as contained in the schedule attached to and made a part of Ordinance No. 19,146, approved and adopted on the 4th day of June, A. D. 1953, as the lawful rates to be charged consumers of water supplied by the Water Works Board of Trustees of the City of San Antonio, effective on and after May 1, 1953, be and the same are hereby declared to be null and void and of no force and effect following the effective date of this ordinance, and that the following schedules of Water Service Rates, to be effective with statements of charges mailed on and after sixty (60) days after the effective date of this ordinance, are hereby established to be the lawful rates to be charged and shall be collected from customers supplied with water services by the Water Works Board of Trustees of the City of San Antonio through the facilities of the City Water System, exclusive of water service specifically provided for private fire protection purposes:

(a) The Minimum Monthly Charge for all water service within the City Limits of the City of San Antonio, furnished through meters of the following sizes and measured in cubic foot units (one cubic foot being equivalent to 7.5 gallons) together with the volume allowance of water usage included within such charge, in every instance of service for each month or fraction thereof, shall be as follows:

Meter Size	Minimum Charge	Water Allowance	
		Cu. Ft.	Equivalent Gallons
5/8"	\$1.00	500	3,750
3/4"	2.70	1,500	11,250
1"	3.55	2,000	15,000
1 1/2"	6.95	4,000	30,000
2"	10.35	6,000	45,000
3"	19.25	13,000	97,500
4"	27.65	20,000	150,000
6"	49.75	48,000	360,000
8"	72.15	80,000	600,000

For water usage in excess of the stated volume allowance included with the minimum charges for the respective meter sizes, beginning in each instance within the step-rate bracket in which the stated meter size allowance falls, charges for such excess usage shall be at the following step rates:

<u>Step</u>	<u>Volume in Cu. Ft.</u>	<u>Rate Per 100 Cu. Ft.</u>
First	500	\$0.20
Next	6,500	0.17
Next	18,000	0.12
Next	225,000	0.07
All in excess of	250,000	0.06

(b) The Minimum Monthly Charge for all water service Outside the City Limits of the City of San Antonio, furnished through meters of the following sizes and measured in cubic foot units (one cubic foot being equivalent to 7.5 gallons) together with the volume allowance of water usage included with such charge, in every instance of service for each month or fraction thereof shall be as follows:

<u>Meter Size</u>	<u>Minimum Charge</u>	<u>Water Allowance</u>	
		<u>Cu. Ft.</u>	<u>Equivalent Gallons</u>
5/8"	\$ 1.30	500	3,750
3/4"	3.50	1,500	11,250
1"	4.60	2,000	15,000
1 1/2"	9.00	4,000	30,000
2"	13.40	6,000	45,000
3"	25.20	13,000	97,500
4"	36.40	20,000	150,000
6"	65.10	48,000	360,000
8"	93.90	80,000	600,000

For water usage in excess of the stated volume allowance included with the minimum charges for the respective meter sizes, beginning in each instance within the step-rate bracket in which the stated meter size allowance falls, charges for such excess usage shall be at the following step-rates:

<u>Step</u>	<u>Volume in Cu. Ft.</u>	<u>Rate per 100 Cu. Ft.</u>
First	500	\$0.26
Next	6500	0.22
Next	18000	0.16
Next	225,000	0.09
All in excess of	250,000	0.08

(c) The foregoing Water Service Rates, both inside and outside the City Limits of the City of San Antonio, shall be the net charges for water service made available and rendered when such charges are paid in advance or on or before ten (10) days after the date of the mailing of bill, otherwise such charges shall be subject to a penalty of increased charges in the amount of five percent (5%) of the net charges if payment is made on or before thirty (30) days after the date of the mailing of bill. Should payment of charges not be made on or before thirty (30) days after date of mailing of bill water service shall be discontinued. Prior to the reinstatement of service all charges shown on the bill including the penalty charge of five percent (5%) and a turn-on fee of Two Dollars (\$2.00) shall be paid in full; and, in addition, there shall be deposited an amount equal to the average billing charge, as determined by said Board.

SECTION 2: That the meter readings of two or more meters even though serving a single consumer and even though serving a single building or establishment never shall be combined for billing purposes, but separate billing shall be made for the water metered through each individual meter based upon the step-rate scale of charges as provided hereinbefore, with the said charges computed the same as if that were the only meter serving such customer, building or establishment; provided that the foregoing prohibition against combining meter readings is not applied in those instances, if any, in which two or more meters are connected to different water mains and are necessitated by inability of the Water Works Board to furnish the customer's entire requirements from a single main through a single service connection on account of insufficient main capacity.

SECTION 3: Where water service is provided for private fire protection purposes, and the fire protection service is utilized only through sprinkler head systems, the following schedule of Water Service Rates for Fire Protection Service, to be effective on the 1st day of January A. D. 1956, and thereafter, are hereby established to be the lawful rates to be charged and shall be collected from each customer supplied with water services for fire protection by the Water Works Board of Trustees of the City of San Antonio through the facilities of the City Water System:

<u>Service-line Size</u>	<u>Water Service Rate Minimum Annual Charge</u>
4"	\$ 75.00
6"	100.00
8"	125.00

The foregoing Water Service Rates shall be the net annual charge for water service made available when such charges are paid in advance on or before January 31st of each year such service is to be rendered, otherwise such charges shall be subject to a penalty of increased charges in the amount of five percent (5%) of the net charges if payment is made on or before March 1st of the current year. Should payment of charges not be made on or before March 1st of the current year water service shall be discontinued.

SECTION 4: Title to all water meters, curb-cocks and appurtenances that are attached through service lines or branches thereof to the water mains of the City Water System, including the meter and curb-cock boxes inclosing the same, shall be vested in the City for the singular use and benefit of the Water Works Board of Trustees. No person other than a

duly authorized agent or representative of the Water Works Board of Trustees shall open the meter or curb-cock or appurtenances thereto. The Water Works Board of Trustees will maintain, repair and replace all meters, curb-cocks and appurtenances in connection therewith at its cost and expense.

SECTION 5. This Ordinance shall take effect from and upon the passage hereof.

SECTION 6: If any provisions, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid (or for reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council of the City of San Antonio in adopting this ordinance, that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provisions or regulation, and to this end, all provisions of this ordinance are declared to be severable.

SECTION 7: The fact that the present rates and charges of the Water Works Board of Trustees for water service made available and rendered to customers both inside and outside the City of San Antonio are inadequate to provide sufficient funds for the proper operation and maintenance of the City Water System and necessary additions and betterments and extension thereof creates an imperative public necessity, urgency and emergency in the immediate preservation of the public health, peace and safety, and requires that the ordinance shall take effect from and after its passage, and it is accordingly ordained.

PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,375

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. 616:

The re-classification and re-zoning of Lot 23, Blk. 4, New City Block 487 from "D" APARTMENT DISTRICT to "J" COMMERCIAL DISTRICT.

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

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

4. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,376

APPROVING THE PURCHASE OF PARCELS 177, 178, 179, 180, 186, 187, 188 FOR THE SUM OF \$22,500.00 ACCEPTING A DEED FROM THE OWNERS CONVEYING SAID PARCELS TO THE CITY OF SAN ANTONIO, AND APPROPRIATING THE SUM OF \$22,500.00 TO PAY FOR SAME

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

1. That the purchase of Parcels 177, 178, 179, 180, 186, 187, and 188 for the sum of \$22,500.00 be and is hereby approved and that the deed or deeds from Union Reserve Company, a corporation, from Rental Service, a corporation, and Home Owners Company, a corporation, conveying these parcels, the same being fully described by metes and bounds in said conveyance be and are hereby accepted.

2. That the sum of \$22,500.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Guardian Abstract and Title Company to be used in payment for said land.

3. That the sum of \$2,000.00 shall be retained by the escrow agent until possession of the premises has been delivered to and accepted by the City; said possession to be delivered within thirty days from delivery of the executed deeds to the City of San Antonio.

4. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,377

ACCEPTING A DEED FROM DANIEL P. RAMOS AND JUANA P. RAMOS, A WIDOW, CONVEYING TO THE CITY OF SAN ANTONIO, PARCELS 594, AND 596, AND APPROPRIATING THE SUM OF \$2,200.00 TO PAY FOR SAME

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

1. That the deed from Daniel P. Ramos and Juana P. Ramos, a widow, conveying to the City of San Antonio Parcels 594 and 596, being:

Lots 1, 2 and 3, Normoyle Heights, in Block 3, New City Block 8951, according to plat Volume 1625, Page 242 deed and plat records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$2,200.00 be and is hereby appropriated out of 1955 Expressway and Street Improvement Bond Fund payable to Security Title and Trust Company to be used in payment for said parcels.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,378

ACCEPTING A DEED FROM HILARIO VARA AND WIFE CAROLINA G. VARA CONVEYING TO THE CITY OF SAN ANTONIO PARCELS 170 AND 171, BEING LOTS 27 AND 28, BLOCK 12, NEW CITY BLOCK 2640 AND APPROPRIATING THE SUM OF \$7900.00 TO PAY FOR SAME

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

1. That the deed from Hilario Vara and wife Carolina G. Vara conveying to the City of San Antonio the following described property:

Lot 27, Block 12, New City Block 2640, according to plat recorded in Volume 642, Page 346; and Lot 28, Block 12, New City Block 2640, according to plat recorded in Volume 642, Page 346 of the Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$7900. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT AND TITLE COMPANY to be used in payment for said property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,379

ACCEPTING A DEED FROM BELLAIRE HOMES, A CORPORATION, CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NUMBERS 711, 712 AND 716, BEING LOT 13, BLOCK 3, NEW CITY BLOCK 8054; LOT 11, BLOCK 2, NEW CITY BLOCK 8053; AND PART OF LOT 11, BLOCK 3, NEW CITY BLOCK 8054, MORE PARTICULARLY DESCRIBED IN SAID DEED AND APPROPRIATING THE SUM OF \$3400.00 TO PAY FOR SAME

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

1. That the deed from BELLAIRE HOMES, A CORPORATION, conveying to the City of San Antonio the following described property:

Lot 13, Block 3, New City Block 8054; Lot 11, Block 2, New City Block 8053; and Part of Lot 11, Block 3, New City Block 8054, described by metes and bounds in said deed,

be and is hereby accepted.

2. That the sum of \$3400. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARDIAN ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,380

ACCEPTING A DEED FROM JAMES F. BULL AND WIFE CECELIA BULL CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 710, BEING PART OF LOT 12, BLOCK 3, NEW CITY BLOCK 8054, MORE PARTICULARLY DESCRIBED IN SAID DEED; AND APPROPRIATING THE SUM OF \$100.00 TO PAY FOR SAME

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

1. That the deed from James F. Bull and wife Cecelia Bull conveying to the City of San Antonio the following described property:

Part of Lot 12, Block 3, New City Block 8054, described by metes and bounds in said deed,

be and is hereby accepted.

2. That the sum of \$100 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARDIAN ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall.
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,381

ACCEPTING A DEED FROM FRED PEREZ AND WIFE HELEN M. PEREZ CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 327, BEING LOT 7, BLOCK 7, NEW CITY BLOCK 2837, AND IMPROVEMENTS THEREON, KNOWN AS 626 MALONE STREET, SAN ANTONIO, BEXAR COUNTY, TEXAS AND APPROPRIATING THE SUM OF \$7600.00 TO PAY FOR SAME

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

1. That the deed from Fred Perez and wife Helen M. Perez conveying to the City of San Antonio the following described property:

Lot 7, Block 7, New City Block 2837 and improvements thereon, known as 626 Malone Street, City of San Antonio, Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$7600. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to ALAMO TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

ATTEST:
J. Frank Gallagher,
City Clerk

J. Edwin Kuykendall
Mayor

AN ORDINANCE 22,382

ACCEPTING A DEED FROM ERNEST C. HANEY AND WIFE EFFIE L. HANEY CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 719 BEING LOT 8, BLOCK 2, NEW CITY BLOCK 8053, AND APPROPRIATING THE SUM OF \$6,350.00 TO PAY FOR SAME

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

1. That the deed from Ernest C. Haney and wife Effie L. Haney conveying to the City of San Antonio the following described property:

Lot 8, Block 2, New City Block 8053, further identified as Parcel 719 on City's South Section Expressway List, as shown on Right of Way Map.

be and is hereby accepted.

2. That the sum of \$6350 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to TEXAS TITLE GUARANTY COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. EDWIN KUYKENDALL
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,383

ACCEPTING A DEED FROM JUAN MEDINA AND WIFE, MARIA MEDINA, CONVEYING TO THE CITY OF SAN ANTONIO LOTS 19 AND 20, BLOCK 17, NEW CITY BLOCK 3920, AND APPROPRIATING THE SUM OF \$8000.00 TO PAY FOR SAME

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

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

Lots 19 and 20, Block 17, New City Block 3920, San Fernando Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 321, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$8,000. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to GUARDIAN ABSTRACT AND TITLE CO. to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,384

ACCEPTING A DEED FROM WILLIAM E. ABERCROMBIE AND WIFE, JOSEPHINE ABERCROMBIE CONVEYING TO THE CITY OF SAN ANTONIO LOT 15, NEW CITY BLOCK 8135 AND APPROPRIATING THE SUM OF \$8240.00 TO PAY FOR SAME

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

1. That the deed from William E. Abercrombie and wife, Josephine Abercrombie, conveying to the city of San Antonio the following described property:

Lot Fifteen (15), New City Block Eighty-one Hundred Thirty-five (8135) GRUEN ADDITION, according to plat thereof recorded in Volume 2805, Page 165, Deed and Plat Records of Bexar County, Texas.

be and is hereby accepted.

2. That the sum of \$8240. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to STEWART TITLE GUARANTY COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher, City Clerk

AN ORDINANCE 22,385

ACCEPTING A DEED FROM VICTOR MANUEL MORENO AND WIFE, ANGELITA MORENO, CONVEYING TO THE CITY OF SAN ANTONIO, LOT 9, NEW CITY BLOCK 8136, AND APPROPRIATING THE SUM OF \$8487.50 TO PAY FOR SAME

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

1. That the deed from Victor Manuel Moreno and wife, Angelita Moreno, conveying to the City of San Antonio the following described property:

Lot Nine (9), New City Block 8136, GRUEN ADDITION, according to plat thereof recorded in Volume 2805, Page 165, Deed and Plat Records of Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$8487.50 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to STEWART TITLE GUARANTY COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,386

ACCEPTING A DEED FROM CATALINO VILLARREAL AND FORMER WIFE SUSIE VILLARREAL CONVEYING TO THE CITY OF SAN ANTONIO PARCEL 304 BEING THE SOUTH 43.3 FEET OF LOTS 21, 22, 23 AND 24, BLOCK 24, NEW CITY BLOCK 3927, AND APPROPRIATING THE SUM OF \$1900.00 TO PAY FOR SAME

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

1. That the deed from Catalino Villarreal and former wife, Susie Villarreal, conveying to the City of San Antonio the following described property:

South 43.3 feet of Lots 21, 22, 23 and 24, Block 24, New City Block 3927,

be and is hereby accepted.

2. That the sum of \$1900. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to ALAMO TITLE COMPANY, to be used in payment for such property, to be divided equally between the owners.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,387

ACCEPTING A DEED FROM HILDA WAGNER, A WIDOW, CONVEYING TO THE CITY OF SAN ANTONIO PARCEL NO. 88, BEING LOT 9, BLOCK 7, NEW CITY BLOCK 2612, AND APPROPRIATING THE SUM OF \$7300.00 TO PAY FOR SAME

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

1. That the deed from Hilda Wagner, a widow, conveying to the City of San Antonio the following described property:

Parcel No. 88, being :

Lot 9, Block 7, New City Block 2612,

be and is hereby accepted.

2. That the sum of \$7300. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to COMMERCIAL ABSTRACT AND TITLE COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher,
City Clerk

AN ORDINANCE 22,388

ACCEPTING A DEED FROM ALFRED ZEPEDA AND WIFE LEONOR ZEPEDA CONVEYING TO THE CITY OF SAN ANTONIO PARCELS NOS 606, 607, 608, 609, BEING LOTS 1, 2, 3 AND 4, BLOCK 6, NEW CITY BLOCK 8952, NORMOYLE HEIGHTS, AND APPROPRIATING THE SUM OF \$2,750.00 TO PAY FOR SAME

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

1. That the deed from Alfred Zepeda and wife Leonor Zepeda conveying to the City of San Antonio the following described property:

Parcels Nos. 606, 607, 608 and 609, being:

Lots 1, 2, 3, and 4, Block 6, New City Block 8952, Normoyle Heights, according to Deed and Plat Records of Bexar County, Texas, recorded in Volume 1625 at Page 242.

be and is hereby accepted.

2. That the sum of \$2750. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to SECURITY TITLE AND TRUST COMPANY, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,389

ACCEPTING A DEED FROM MIGUEL GUTIERREZ AND WIFE, MARY GUTIERREZ, CONVEYING TO THE CITY OF SAN ANTONIO THE NORTH 80 FEET OF LOTS 23 AND 24, BLOCK 24, NEW CITY BLOCK 3927, AND APPROPRIATING THE SUM OF \$4500.00 TO PAY FOR SAME

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

1. That the deed from Miguel Gutierrez and wife, Mary Gutierrez, conveying to the City of San Antonio the following described property:

The North 80 feet of Lots 23 and 24, New City Block 3927, situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

be and is hereby accepted.

2. That the sum of \$4500. be and is hereby appropriated out of 1955 Expressway Bond Fund payable to ALAMO TITLE COMPANY to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,390

ACCEPTING A DEED FROM MARTHA G. MAUERMANN, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF A. J. MAUERMANN DECEASED, HENRY PERRY AND WIFE, CONSUELA M. PERRY, CONVEYING TO THE CITY OF SAN ANTONIO PARCELS 129 THROUGH 142 AS SHOWN BY EXPRESSWAY RIGHT-OF-WAY MAP, SAID PARCELS BEING FULLY DESCRIBED IN SAID CONVEYANCE, AND APPROPRIATING THE SUM OF \$16,750.00 TO PAY FOR SAME

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

1. That the deed from Martha G. Mauermann, individually and as Executrix of the estate of A. J. Mauermann Deceased, Henry Perry and wife, Consuela M. Perry, conveying to the City of San Antonio the following described property:

As shown by Expressway Right-of-Way Map, said parcels being fully described in said conveyance to which maps and conveyance reference is here made. Lots 1 - 6 incl., and 13 - 18, incl., and portions of Lots 7 and 19, all in Block 13, New City Block 2632, in the City of San Antonio, Bexar County, Texas, and as described in deed, a copy of which is attached hereto and incorporated herein; be and is hereby accepted.

2. That the sum of \$16,750.00 be and is hereby appropriated out of 1955 Expressway Bond Fund payable to Commercial Abstract and Title Company, to be used in payment for such property.

3. PASSED AND APPROVED this 23rd day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,391

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

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

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

Bid of Joe Marshall for house located at 526 W. Glenn Avenue (Parcels 248 and 249) in the amount of	\$ 1987.00
Bid of Sommer Friedman for house located at 546 W. Glenn Avenue (Parcels 258 & 259) in the amount of	2028.00
Bid of Sommer Friedman for house located at 131 Eldorado (Parcels 263 and 264) in the amount of	828.00
Bid of Richard Hooge for house located at 214 Sims Avenue (Parcel 395) in the amount of	1265.20
Bid of Joe Marshall for house located at 807 Brighton (Parcel 503) in the amount of	1007.00
Bid of J. D. Williams for house located at 720 Stonewall (Parcel 526-A) in the amount of	2188.00
Bid of Joe Marshall for house located at 753 W. Harlan (Parcel 531) in the amount of	1277.00
Bid of Kay Breene for house located at 112 Spruance (Parcel 714) in the amount of	1603.00
Bid of J. D. Williams for house located at 1127 McCauley Drive in the amount of	1788.00
Bid of Leonard Kruse for house located at 1204 Rayburn Drive in the amount of	2315.00

2. All other bids are hereby rejected.

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

To Joe Marshall, for houses located at 526 W. Glenn Avenue, 807 Brighton, 753 West Harlan.

To Sommer Friedman for houses located at 546 W. Glenn Avenue, 131 Eldorado.

To Richard Hooge for house located at 214 Sims Avenue.

To J. D. Williams for houses located at 720 Stonewall, 1127 McCauley Drive.

To Kay Breene for house located at 112 Spruance.

To Leonard Kruse for house located at 1204 Rayburn Drive.

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

5. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,392

CREATING THE LAND DIVISION IN THE DEPARTMENT OF PUBLIC WORKS; CREATING THE POSITIONS OF CHIEF AND ASSISTANT CHIEF OF THE LAND DIVISION; AND RIGHT-OF-WAY AGENTS; FIXING THE SALARIES OF SAID POSITIONS AND DEFINING THE DUTIES; AND AMENDING ORDINANCE NO. 20,770, PASSED AND APPROVED THE 24TH DAY OF NOVEMBER, 1954, AS AMENDED BY ORDINANCES NO. 20,946, 21,407, AND 21,153

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

1. That there shall be and is hereby created a division in the Department of Public Works, pursuant to Section 50 of the City Charter, to be designated as the Land Division.

2. That said division, and the positions and expenditures authorized herein, are created and authorized for the purpose of purchasing, managing and disposing of real property acquired by the City for municipal and public purposes.

3. That in said division there shall be and are hereby created the following position to be filled by appointment by the City Manager:

- (a) One Chief of the Land Division, to be paid a monthly salary in Range #35 - (\$665.00 - \$870.00)
- (b) One Assistant Chief of the Land Division, to be paid a monthly salary in Range #30 (\$530. - \$695.)
- (c) One Senior Right-of-Way Agent to be paid a monthly salary in Range #26 (\$445. - \$580.)
- (d) Three Assistant Right-of-Way Agents to be paid in Range #23 (\$390. - \$505.)
- (e) One Right-of-Way Agent. (\$505. - \$625.)
- (f) One Clerk-Stenographer II.
- (g) Two Clerk-Stenographers I.
- (h) One Professional Engineer I.
- (i) One Draftsman I.
- (j) One Clerk III.
- (k) One Clerk I.
- (l) Not more than ten appraisers and three right-of-way agents, to be paid on a per diem basis at the rate of not more than \$50.00 per day for each day of service.

4. That the Right-of-Way Agents are authorized to negotiate proposed contracts for the purchases of right-of-way for these projects with the owners of said properties, provided the City shall not be bound by such contract unless and until each said contract has the approval of the City Manager.

5. That expenditures for salaries, equipment and supplies for the Land Division shall be paid out of the General Fund, said fund to be reimbursed each month to the extent that such expenditures should be charged to various bond funds.

6. That said properties needed for these projects shall be acquired in such sequence as the State Highway Department and the City Manager may direct in order that the progress of the work may not be halted or delayed because of lack of right-of-way.

7. That it shall be the duty of the appraisers to make a full, complete and fair valuation on each piece of property to be acquired and to submit same, as soon as complete, to the Division Chief. It shall be the duty of the appraisers to appear as witnesses for the City, without charge, to testify in all condemnation cases.

8. That Ordinances Numbers 20,770, 20,946, 21,407 and 21,153 are amended in accordance herewith and that all ordinance or parts of ordinances in conflict herewith are hereby repealed.

9. That the Advisory Committee on Right of Way Purchases shall continue to function as outlined in Ordinance No. 20,375.

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

11. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

*Amended
6-7-56
and BKCC Page 415*

*See 2/23
3/1/56*

AN ORDINANCE 22,393 ✓

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

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

1. That the petition of Mr. and Mrs. C. C. Calvert, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 110 Wyckham Rise, Lot 13, Blk. 6, C.B. 5742, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,394 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF FRITZ KNUST AND ETHEL KNUST

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

1. That the petition of Fritz Knust & Ethel Knust, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 829 Morningside Drive, Lot 19, Co. B. 5526, Block 14, Morningside Hts. Unit 4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

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

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

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

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

PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,395

*Amended 5/7/59. Ord # 2549
Part II Pg 13*

PROHIBITING CURB CUTS ON HOUSTON AND COMMERCE STREETS
BETWEEN MAIN AVENUE AND ALAMO STREET

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

1. No permit shall be issued for construction of any curb cut or driveway leading on to those portions of Commerce and Houston Street which lie between Main Avenue and Alamo Street.

2. PASSED AND APPROVED this 23rd day of February, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,396

✓ Sale of Property

AUTHORIZING THE CITY MANAGER TO EXECUTE A CORRECTION
DEED FOR PART OF THE FORMER BED OF THE SAN ANTONIO
RIVER TO GROMAN R. SILEN, ET AL

Whereas, by Ordinance No. 17286, passed and approved on February 28, 1952, the City Council authorized execution of a deed conveying a certain portion of the former bed of the San Antonio River to Gorman R. Silen and wife, Maxine C. Silen, and Bert H. Silen and wife, Margaret B. Silen, for and in consideration of the payment to the City of \$14,933.00; and,

WHEREAS, the description of said land as contained in the deed executed pursuant to the aforementioned ordinance was incorrect and, consequently, by Ordinance No. 17741, passed and approved on June 12, 1952, the City Manager was authorized to execute a corrected deed to the above-named grantees; and

WHEREAS, the corrected deed executed pursuant to Ordinance No. 17741 also contained an erroneous description of the land intended to be conveyed and it is deemed advisable to execute a new deed reflecting the correct field notes; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a correction deed to Gorman R. Silen and wife, Maxine C. Silen, and Bert H. Silen and wife, Margaret B. Silen, correctly describing the land intended to be conveyed by the City of San Antonio to said grantees by deeds executed pursuant to Ordinance No. 17286, passed and approved February 28, 1952, and Ordinance No. 17741, passed and approved on June 12, 1952.

2. Said correction deed shall describe the land conveyed as a portion of the abandoned channel of the San Antonio River east of Fifth Street, lying between N.C.B. 1761 and N.C.B. 819, within the corporate limits of the City of San Antonio, Bexar County, Texas, more particularly described and designated as follows:

BEGINNING at a point which is the intersection of the East line of 5th Street, and the South 1901 R.O.W. line of the San Antonio River;

THENCE North 16° 07' 50" W. along the said East line of 5th Street, a distance of 123.94 feet to an angle point in the said East line of 5th Street;

THENCE South 35° 29' 20" E. along the Southward extension of the old East line of 5th Street, a distance of 23.16 feet to a point in the North 1901 R.O.W. line of the San Antonio River;

THENCE South 61° 17' 47" E. along the said North 1901 R.O.W. line of the San Antonio River, a distance of 177.12 feet to a point in the North 1931 R.O.W. line of the San Antonio River;

THENCE South 89° 06' 25" E. along the said North 1931 R.O. W. line of the San Antonio River, a distance of 42.82 feet to an angle point;

THENCE North 55° 09' 35" E. continuing along the said North 1931 R.O.W. line of the San Antonio River, a distance of 47.18 feet to a point in the Eastward extension of the North 1951 R.O. W. line of the San Antonio River;

THENCE South 47° 17' 20" W. along the said Eastward extension of the North 1951 R.O.W. line of the San Antonio River, and continuing along the said North 1951 R.O.W. line of the San Antonio River, a distance of 161.78 feet to a point in the South 1901 R.O.W. line of the San Antonio River;

THENCE North 54° 41' 58" W. along the said South 1901 R.O.W. line of the San Antonio River, a distance of 29.82 feet to an angle point;

THENCE North 54° 24' 00" W. continuing along the said South 1901 R.O.W line of the San Antonio River, a distance of 88.21 feet to an angle point;

THENCE South 73° 52' 10" W. continuing along the said South 1901 R.O.W. line of the San Antonio River, a distance of 1.00 feet to the point of BEGINNING; containing 14,971.89 sq. ft. more or less.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,397

GRANTING THE PETITIONS OF THE BETHEL MEXICAN PRESBY-
TERIAN CHURCH, THE ZARZAMORA PENTECOSTAL CHURCH IN
JESUS NAME, THE GREATER MT. CALVARY CHURCH, AND THE TEXAS
CONFERENCE OF SEVENTH-DAY ADVENTIST FOR EXEMPTION FROM
CITY TAXES ON VARIOUS CHURCH PROPERTIES.

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

1. That the property owned by the Bethel Mexican Presbyterian Church, the same being Lot 7, NCB 2147, Code 3000, 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, 1932 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 1932 through 1938 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said property for the years 1932 through 1938.

2. That the property owned by the Zarzamora Pentecostal Church in Jesus Name, the same being the S. 54.8' of N. 109.8' of 11B, 12A & 12B, Blk. 1, NCB 2190, Code 6000, 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, 1953 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 1953 and 1954, both inclusive, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said property for the years 1953 and 1954.

3. That the property owned by the Greater Mt. Calvary Church, the same being Lot 17, Blk. 25, NCB 7331, Code 2300, 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, 1954 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 1954 at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said property for the year 1954.

4. That the property owned by the Texas Conference of Seventh Day Adventist, the same being Lot 7, Blk. 2, NCB 2364, Code 4000, 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, 1937 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 1937 and 1938, both inclusive, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said property for the years 1937 and 1938.

5. The original petition of the above named organizations, requesting tax exemption on the properties involved are attached hereto and made a part hereof.

PASSED AND APPROVED on the 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,398 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN ANTONIO, A QUIT-CLAIM DEED TRANSFERRING ALL OF THE CITY'S INTEREST IN CERTAIN PROPERTY TO THE BEXAR COUNTY HOSPITAL DISTRICT OF BEXAR COUNTY, TEXAS

WHEREAS, pursuant to Art. IX, Sec. 4, of the Constitution of the State of Texas, and of Senate Bill 224, Acts of the 54th Legislature, Chapter 257, p. 715 (Art. 449n, Vernon's Revised Civil Statutes of Texas, as amended), the Bexar County Hospital District was created by majority vote of the qualified property tax-paying voters of Bexar County, Texas, at an election duly held on June 28, 1955; and,

WHEREAS, Sec. 4 of said Senate Bill 224, Acts of the 54th Legislature, Chapter 257, p. 715, provides that any lands, buildings or equipment that may be jointly or separately owned by the City and County in which such Hospital District is situated, shall become the property of the Hospital District; and title thereto shall vest in the Hospital District; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute, for and on behalf of the City of San Antonio, together with the County Judge of Bexar County, Texas, a quit-claim deed transferring unto the Board of Managers of the Bexar County Hospital District, all of the City's right, title and interest in all lands, building or equipment that may be jointly or separately owned by the City of San Antonio, Texas, and Bexar County, Texas, and by which medical services or hospital care, including geriatric care, are furnished to the indigent or needy persons of said City and County.

2. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,399

AUTHORIZING PAYMENT OF \$731.25 FROM EXPRESSWAY AND STREET IMPROVEMENT BOND FUND FOR NEGOTIATORS AND ADMINISTRATIVE PAYROLL INCURRED IN ACQUIRING PROPERTY FOR THE EXPRESSWAY RIGHT-OF-WAY

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

1. That the Acting Director of Finance be, and is hereby authorized to make payment in the amount of \$731.25 for salaries for administrative and negotiators incurred in acquiring property for the Expressway Right-of-Way for period Feb. 1 - 15, 1956 (Negotiators) Feb. 16 - 29, 1956 (Administrative).

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

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,400

AMENDING SECTION 115 OF THE REVISED PERSONNEL RULES OF THE CITY OF SAN ANTONIO

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

1. Section 115 of the Revised Personnel Rules of the City of San Antonio, approved December 23, 1954, is hereby amended to read as follows:

"SECTION 115. Accident and Medical Care. In the event an employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow employees that were at the scene of said accident and a general outline of the extent of injury sustained. In the event of a serious accident, the City Physician designated by the City Council should be notified by telephone immediately and a copy of the written report should be forwarded to the Director of Personnel, City Physician, City Attorney, and the Head of the department involved. All written accident reports should be transmitted no later than forty-eight (48) hours after the occurrence thereof."

2. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,401

AUTHORIZING THE SALE OF 100 JUNK BATTERIES LOCATED AT THE MATERIAL YARDS AND ACCEPTING THE BID OF ALAMO JUNK COMPANY, THE HIGHEST BID

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

1. That the Sale of 100 junk batteries located at the material yards be and is hereby authorized.

2. That the bid of the Alamo Junk Company of \$2.16 each the highest bid, be and is hereby accepted, attached hereto, and made a part thereof.

3. That all other bids in connection herewith are hereby rejected.

4. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,402

ACCEPTING THE ATTACHED BIDS OF VARIOUS VENDORS TO
FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC
WORKS WITH CERTAIN MOTOR VEHICLES AS LISTED BELOW FOR
A TOTAL OF \$63,107.26

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

1. That the attached low and qualifying bids of various vendors to furnish the City of San Antonio Department of Public Works with certain motor vehicles in the amount of \$63,107.26, be and the same is hereby accepted as follows:

Item #1. Austin Hemphill, Inc.

13 3 Cu. Yd. Dump trucks		
F-700 @ \$2949.85	\$38,348.05	
Less Trade-ins	<u>1,910.00</u>	\$36,438.05

Item #2. General Motors Corporation

8 1/2 Ton Pickup trucks		
Chev. #3104 @ \$1096.85	8,774.80	8,774.80

Item #4. General Motors Corporation

2 2-Ton Cab & Chassis		
Chev. #6403 @ \$1984.68	3,969.36	3,969.36

Item #5 San Antonio Machine & Supply Co.

2 Water Tanks for Mounting @ \$425.00	850.00	850.00
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Item #6 General Motors Corporation

1 2-Ton Cab & Chassis		
Chev. #6503 - V8	1,986.29	1,986.29

Item #7 Adams Truck Company

1 Motor Truck Winch	397.00	397.00
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Item #8 General Motors Corporation

2 1/2 Ton Panel Trucks		
Chev. 3105-6 cyl @ \$1318.84	2,637.68	
Less Trade-ins	<u>50.00</u>	2,587.68

Item #9. Austin Hemphill

4 3/4 Ton Pickup trucks		
F-250 - 6 cyl. @ \$1231.99	4,927.96	
Less Trade-ins	<u>320.00</u>	4,607.96

Item #10. Gillespie Motor & Jordan Motor Co.

1 1/2 Ton Cab & Chassis		
F-500 - 6 cyl. @ \$1588.57	1588.57	1,588.57

Item #11 Austin Hemphill

1 2-Ton Stake Body truck	2,072.55	
F-600	Less trade-in	<u>165.00</u>
	Total	\$ <u>1,907.55</u>
		\$ 63,107.26

2. That the low and qualifying bids of Austin Hemphill, Inc., General Motors Corporation, Gillespie Motor and Jordan Motors (bidding jointly), San Antonio Machine & Supply Company, Adams Truck Company are attached hereto and made a part thereof.

3. That payment be made from 1-01 General Fund, Department of Public Works as follows:

<u>Account No.</u>	<u>Amount</u>
09-02-03	19,928.95
09-04-01	23,626.30
09-03-05	9,389.34
09-06-01	1,588.57
09-05-03	7,477.25
09-03-01	<u>1,096.85</u>
	\$ 63,107.26

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

5. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,403

APPROVING THE BOND OF LYNN H. ANDREWS AS ACTING
DIRECTOR OF FINANCE OF THE CITY OF SAN ANTONIO,
AND AUTHORIZING PAYMENT OF PREMIUM

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

1. Official bond #5358678 of Lynn H. Andrews as principal and the Fidelity and Deposit Company of Maryland as surety, in the principal sum of \$100,000.00 is hereby approved and accepted.

2. Payment of the sum of \$208.00 which, together with the unearned premium of \$292.00 on bond #5358375, will constitute payment of the entire premium for said bond #5358678, is hereby authorized out of 1955-1956 General Fund, Special Finance Account Number 56-01-01.

3. PASSED AND APPROVED this 23rd day of February A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,404

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN
ORDINANCE ESTABLISHING ZONING REGULATIONS AND
DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN,
ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY
CHANGING THE CLASSIFICATION AND 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. 589)

The re-classification and re-zoning of property from "A" TEMPORARY RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT, as follows:

PROPOSITION A:

Lots 10 & 11, Block 1, N.C.B. 11256

PROPOSITION B:

Tract 3, Block 1, N.C.B. 11256

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 March, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,405

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND 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. 598)

The re-classification and re-zoning of property from "A" TEMPORARY RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Tract A, N.C.B. 11684

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 March, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 22,406

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND 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. 622)

The re-classification and re-zoning of property from "A" TEMPORARY RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Lot 33, Blk. 4, NCB 11264

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 March, A. D. 1956.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk