

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby The Builder, Inc., for said connection, NOW, THEREFORE:

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

1. The sum of \$75.00 is hereby authorized to be paid to Odis Clark of 371 E. Sunset Road, San Antonio, Texas, to reimburse him for the fee he paid Busby The Builder, Inc., for a sanitary sewer connection.

2. PASSED AND APPROVED this the 23rd day of November, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann  
Asst. City Clerk

AN ORDINANCE 29, 126

AUTHORIZING THE PAYMENT OF THE SUM OF \$285.00  
OUT OF SEWER RENTAL PLEDGED FUND NO. 204 IN  
FULL AND FINAL SETTLEMENT OF ALL ASSERTED RIGHTS  
TO COLLECT FEES FOR CONNECTIONS TO THE SANITARY  
SEWER LINE CONSTRUCTED BY FRANK O. LUJAN, JOHN  
O. LUJAN AND ED MENDIOLA.

\* \* \* \* \*

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

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

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

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

1. The following amount is hereby authorized to be paid out of Sewer Rental Pledge Fund No. 204, payable to the named parties in full and final settlement of all said parties' rights and claims to collect fees for connections made to the privately constructed Sanitary Sewer Line located in the 700 block of Bynum Avenue:

A. \$285.00 payable as follows:

\$142.50 payable to Ed Mendiola of 710 Bynum Avenue, San Antonio, Texas

\$142.50 payable to Frank O. Lujan and John O. Lujan of 727 Bynum Avenue, San Antonio, Texas.

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

3. PASSED AND APPROVED this 23rd day of November, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann  
Asst. City Clerk

AN ORDINANCE 29, 127

ACCEPTING THE LOW BID OF MCKENZIE CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF SANITARY SEWER PROJECT S-6, ROCK CREEK OUTFALL SEWER; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$161,145.00 AND \$5,000.00 OUT OF NO. 479-14 SANITARY SEWER IMPROVEMENT BOND SERIES 1957, PAYABLE TO MCKENZIE CONSTRUCTION COMPANY, IN CONNECTION THERWITH.

\* \* \* \* \*

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

1. The low bid of McKenzie Construction Company, in the amount of \$161,145.00, for the construction of Sanitary Sewer Project S-6, Rock Creek Outfall Sewer, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with McKenzie Construction Company for the work of the project mentioned in Paragraph 1 above.

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

4. The following funds are hereby appropriated out of No. 479-14 Sanitary Sewer Improvement Bond Series 1957, payable to McKenzie Construction Company:

- A. \$161,145.00, for the work of the contract;
- B. \$5,000.00, as a Construction Contingency Account.

5. PASSED AND APPROVED this 23rd day of November, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. H. Inselmann  
Asst. City Clerk

AN ORDINANCE 29, 128

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. 1190) The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lot 23, NCB 11176.

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 December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 129

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 deisgnated property

to-wit: (CASE NO. 1358) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 7E, NCB 10928.

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 December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 130

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. 1381) The rezoning and reclassification of property from "D" Apartment District to "JJ" Commerical District as follows: Tract 1-A, NCB 11688.

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 December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 131

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. 1390) The rezoning and reclassification of property from "J" Commercial District to "LL" Manufacturing District as follows: Lot 1, NCB 12179

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 December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 132

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. 1392) The rezoning and reclassification of property from "C" Residence District to "J" Commercial District as follows: East 50' of the North 50' of Lot 23, NCB 3056.

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 December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 133

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit: (CASE NO. 1397) The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 21, NCB 9470.

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 December, 1960.

ATTEST: J. Frank Gallagher, City Clerk

J. EDWIN KUYKENDALL, M A Y O R

AN ORDINANCE 29, 134

ABANDONING AND CLOSING A TRAIINGULAR PORTION OF ARDEN GROVE STREET IN NCB 783 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THEREFOR TO MISSION BROADCASTING CO., FOR AND IN CONSIDERATION OF \$60.00

\* \* \* \* \*

WHEREAS, Mission Broadcasting Co. has petitioned for the closing of a traingular portion of Arden Grove Street in NCB 783; and,

WHEREAS, Mission Broadcasting Co. has agreed to pay the City of San Antonio \$60.00 for the quitclaim deed to this property; and,

WHEREAS, the abandoning and closing of this triangular portion of Arden Grove Street has been recommended and approved by the various city departments and the Planning Commission; NOW, THEREFORE:

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

- 1. The triangular portion of Arden Grove Street in NCB 783, the same being more particularly described in the quitclaim deed attached hereto and made a part hereof by reference, is hereby abandoned and closed.
- 2. The City Manager is hereby authorized to execute a quitclaim deed to that portion of Arden Grove Street mentioned in Paragraph 1 hereof, to Mission Broadcasting Co. for and in consideration of \$60.00.
- 3. PASSED AND APPROVED this 1st day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 135

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF BAY STATE PERIODICAL SERVICE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH RENEWAL OF CERTAIN PERIODICALS AND SUBSCRIPTIONS FOR A TOTAL OF \$4,759.30.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Bay State Periodical Service, dated November 28, 1960 to furnish the City of San Antonio Public Library with renewal of certain periodicals and subscriptions for a total of \$4,759.30 is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Department of Public Libraries, Account No. 15-02-01.
- 3. PASSED AND APPROVED this 1st day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 39, 136

AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO RIVER AUTHORITY IN CONNECTION WITH THE CONSTRUCTION OF MISSION ROAD BRIDGE.

\* \* \* \* \*

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

- 1. The City Manager is hereby authorized to execute, on behalf of the City of San Antonio, a contract with the San Antonio River Authority in connection with the construction of Mission Road Bridge.

2. A copy of said contract is attached hereto, marked Exhibit "A", and made a part hereof.

3. PASSED AND APPROVED this 1st day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AGREEMENT

THE STATE OF TEXAS       X

COUNTY OF BEXAR         X

This contract and agreement made and entered into this        day of November, 1960, by and between the SAN ANTONIO RIVER AUTHORITY, hereinafter called the "AUTHORITY," acting by and through its duly authorized Manager, and the CITY OF SAN ANTONIO, TEXAS, hereinafter called "CITY", acting by and through its duly authorized City Manager.

W I T N E S S E T H :

WHEREAS, the AUTHORITY is nearing completion of construction of Unit One of the San Antonio Channel Improvement Project, I. e., the new, improved channel of the San Antonio River from Berg's Mill upstream to the river's confluence with San Pedro Creek, all of which channel improvement work is within the limits of the CITY; and

WHEREAS, prior to said channel improvement work there existed a steel truss vehicular bridge across the old channel of the San Antonio River which connected that part of Mission Road adjacent to Roosevelt Park with that part of Mission Road adjacent to Val Verde Park; and

WHEREAS, increasing the channel width of the river at the location of said bridge necessitated its removal from the channel; and

WHEREAS, at the time said bridge was removed the AUTHORITY did not plan to rebuild same; but

WHEREAS, the AUTHORITY and the CITY now mutually agree that it is in the public interest that a new Mission Road bridge be constructed as a joint project of the AUTHORITY and the CITY, with all costs of construction thereof to be shared equally;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

That the AUTHORITY and the CITY covenant and agree to bear equally the cost of construction of the new Mission Road bridge (AUTHORITY'S project No. P - A - Q14) in accordance with plans and specifications which have heretofore been prepared, or are being prepared, by THE TERRELL BARTLETT ENGINEERS; provided, however, that such plans shall be approved by the District Engineer, U. S. Army Engineer District, Fort Worth, by the AUTHORITY and by the CITY prior to advertising of bids for the construction thereof.

II.

That the total expense of construction (which shall include the fees of THE TERRELL BARTLETT ENGINEERS for the designing, planning, and supervising of construction thereof) to be incurred is estimated to be \$126,300.00. The CITY'S share of said expense is estimated to be \$63,150.00 and the AUTHORITY'S share is estimated to be the same amount.

III.

That the CITY and the AUTHORITY agree and obligate themselves to provide in equal amounts such additional funds in excess of the estimated cost as may be required for the constructions, engineering fees, contingencies and all related costs of this project.

IV.

That the AUTHORITY agrees to act as Contracting Agent of and for said project and will immediately upon the execution of this contract secure the earliest possible construction of said project.

V.

That the AUTHORITY, as Contracting Agency of said project, shall make all such periodic payments to its contractor and consulting engineer as are necessary to complete the project. After the completion of the said project, the AUTHORITY shall determine the actual total cost of construction of the said project, and shall notify the CITY of its share of the total cost of construction thereof, supporting same with such details as the CITY may require. Within sixty (60) days from the receipt of such notification the CITY shall pay its share of the actual total cost of construction in one lump sum payment.

VI.

That the AUTHORITY shall indemnify the CITY against any loss or claim due to the construction of said project.

VII.

That the CITY shall, upon payment to the AUTHORITY of its share of the actual total cost of construction of said project, assume complete responsibility for the operation and maintenance of said bridge, and shall thereafter hold and save harmless the AUTHORITY from any demands, claims, damages or liabilities arising out of the construction operation and/or maintenance of said bridge.

AN ORDINANCE 29, 137

AUTHORIZING THE PAYMENT OF THE SUM OF \$75.00 TO M. B. MILLER, OUT OF SEWER RENTAL PLEDGED FUND NO. 204 TO REIMBURSE HIM FOR THE SEWER CONNECTION FEE HE PAID TO BUSBY THE BUILDER, INC.

\* \* \* \* \*

WHEREAS, Busby The Builder, Inc., is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by Busby the Builder, Inc., and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby The Builder, Inc., for said connection, NOW, THEREFORE:

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

1. The sum of \$75.00 is hereby authorized to be paid to M. B. Miller of 360 E. Sunset Road, San Antonio, Texas, to reimburse him for the fee he paid Busby the Builder, Inc., for a sanitary sewer connection.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 138

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF FINANCE CORPORATION COURT, TRAFFIC DIVISION WITH CERTAIN PARKING TICKETS FOR A TOTAL OF \$3,094.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Les Ferguson Company, dated December 5, 1960, to furnish the City of San Antonio, Department of Finance, Corporation Court, Traffic Division with a total of 100,000 Traffic (Parking Summons) tickets for a total of \$3,094.00, net is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Finance, Account No. 06-05-02.

3. All other bids received are hereby rejected.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

DEC 11 1960

## AN ORDINANCE 29, 139

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ACME  
IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS WITH ONE 12 TON ROLLER  
FOR A TOTAL OF \$6,360.00

\* \* \* \* \*

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

1. The low qualified bid of Acme Iron Works, dated November 22, 1960, attached hereto to furnish the City of San Antonio, Department of Public Works with one Ingram, 12 ton Roller for a total of \$6,360.00, net, be accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-04-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 8th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 140

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF  
GIRARD MACHINERY & CUPPLY COMPANY TO FURNISH THE  
CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS  
WITH ONE CLAMSHELL BUCKET FOR A TOTAL OF \$1,162.32.

\* \* \* \* \*

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

1. The attached low qualified bid of Girard Machinery and Supply Company, dated November 23, 1960, to furnish the City of San Antonio, Department of Public Works with one YAUN clamshell bucket for a total of \$1,162.32, less 2%-10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-04-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 8th day of December, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 141

APPROPRIATING \$3,190.00 OUT OF THE NAMED FUND  
FOR THE PURCHASE OF CERTAIN PARCELS OF LAND IN  
CONNECTION WITH THE CITY'S LAND ACQUISITION  
PROGRAM.

\* \* \* \* \*

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

1. The following amounts are hereby appropriated out of Storm and Drainage Bonds, 1957 Account No. 479-13 for the acquisition of Storm Drainage Project 58A.
  - a. \$300.00 payable to the Commercial Abstract and Title Company as escrow agent for Margarito Arredondo, Herminia Arredondo, and Ed Collins, for a permanent easement over, across, under and upon a triangular tract off the southwest corner of Lot 8, NCB 8898, Cenizo Park Addition, City of San Antonio, Bexar County, Texas, Parcel 4038.
  - b. \$900.00 payable to the Commercial Abstract and Title Company as escrow agent for Ed Collins, Onesimo Elizondo and wife, Lydia J. Elizondo, for a permanent easement over across, under, and upon a trapezoidal tract off the southern or back part of Lot 7, NCB

8898, Cenizo Park Addition, City of San Antonio, Bexar County, Texas, Parcel 4039.

c. \$390.00 payable to the Commercial Abstract and Title Company as escrow agent for Ignacia De Ayala, for a permanent easement over, across, under and upon a triangular tract off the northeast corner of Lot 21, NCB 8891, Cenizo Park Addition, City of San Antonio, Bexar County, Texas, Parcel 4063.

d. \$1,600.00 payable to the Commercial Abstract and Title Company as escrow agent for William Velasquez and Mary Louise Velasquez for fee title to the Western part of Lot 21, NCB 9252, Stephenson Heights Addition, Unit No. 1, City of San Antonio, Bexar County, Texas, Parcel 4091.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk



AN ORDINANCE 29, 142

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE STATE OF TEXAS TO BE USED IN CONJUNCTION WITH STORM DRAINAGE PROJECT #56.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to enter into a License Agreement with the State of Texas to construct certain drainage structures upon the States's property in County Block 5157 all of which are more fully described in the accompanying License Agreement which is incorporated herein by reference.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 143

ACCEPTING THE PROPOSAL OF RUBEN LOZANO TO PURCHASE THE IMPROVEMENTS AT 4122 W. SALINAS FOR \$1,615.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BILL OF SALE TO SAME.

\* \* \* \* \*

WHEREAS, Ruben Lozano is the original owner of 4122 W. Salinas; and,

WHEREAS, he has proposed to purchase the improvements thereon from the City for \$1,615.00; NOW, THEREFORE:

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

1. Ruben Lozano's proposal to purchase the improvements at 4122 W. Salinas from the City for \$1,615.00 is hereby accepted.

2. The City Manager is hereby authorized to execute a Bill of Sale to the aforementioned improvements.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 144

ACCEPTING the low BID OF THOMAS B. BARKER FOR THE CONSTRUCTION OF PARTICIPATION PAVING PROJECT NO. 37 - SUNSHINE RANCH ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AND APPROPRIATING \$18,931.37 OUT OF FUND NO. 479-11, PARTICIPATION PAVING BOND FUND, PAYABLE TO THOMAS B. BARKER, FOR SAID PROJECT, AND \$300.00 OUT OF SAID SAME FUND AS A MISCELLANEOUS EXPENSES CONTINGENCY FUND; AND, AUTHORIZING THE TRANSFER OF \$2,248.46 FROM STREET PARTICIPATION DEPOSIT FUND NO. 740 TO STREET PARTICIPATION PAVING BOND FUND NO. 479-11.

\* \* \* \* \*

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

1. The low bid of Thomas B. Barker, in the amount of \$18,931.37, for the construction of Participation Paving Project No. 37 - Sunshine Ranch Road, is hereby accepted.
2. The City Manager is authorized to execute the standard City construction contract with Thomas B. Barker for the work of the project mentioned in Paragraph 1 above.
3. The construction contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of No. 479-11 Participation Paving Bond Fund, in connection with the contract authorized in Paragraph 2 above:
  - a. \$18,931.37, payable to Thomas B. Barker.
  - b. \$300.00 to be used as a Miscellaneous Expense Contingency Fudn.
5. Transfer of \$2,248.46 from Street Participation Deposit Fund No. 740 to the Street Participation Paving Bond Fund No. 479-11 is hereby authorized.
6. PASSED AND APPROVED this 8th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 145

GRANTING PERMISSION TO STEVE POGUE AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

\* \* \* \* \*

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

1. That the petition of Steve Pogue, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 748 Rittiman Rd. STREET, LOT 13  
BLOCK 15 NCB 5848 A, Morningside Hqts Unit 4

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 regulations of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the

opinion of the City Sewer Engineer, whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 8th day of December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted:

/s/ Steve Pogue

/s/ Minnie Gray Pogue

AN ORDINANCE 29, 146 ✓

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF C. D. NICHOLAS AND WIFE ETHEL ELIZABETH GILL.

\* \* \* \* \*

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

1. That the petition of C. D. Nicholas and Ethel Elizabeth Gill, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby subject to the following precedent conditions:

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the CITY OF SAN ANTONIO.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 202 Gill Road STREET, LOT 6

CO. BLK. 5508 Radcliff and Locks Addn. (No block number)

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 inspector of the City shall have free access to the Licensees' 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 8th day of December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted:

/s/ Ethel Elizabeth Gill Nicholas

/s/ C. D. Nicholas

AN ORDINANCE 29, 147

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE BAPTIST MEMORIAL HOSPITAL FOR THE MAINTENANCE OF A PASSAGEWAY OVER CAMDEN STREET.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a License Agreement with the Baptist Memorial Hospital for the construction and maintenance of a passageway to be constructed over a portion of Camden Street in San Antonio, Bexar County, Texas.

2. The License Agreement is attached hereto and made a part hereof.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

RESOLUTION

ACCEPTING A LIST OF CANCELLED BONDS AND COUPONS WHICH THE FINANCE DIRECTOR HAS CERTIFIED AS HAVING BEEN DESTROYED ON NOVEMBER 30, 1960, PURSUANT TO SECTION 14-19 OF THE CITY CODE, AS AMENDED.

\* \* \* \* \*

WHEREAS, The Finance Director has heretofore Certified that certain cancelled bonds and coupons corresponding therewith were destroyed on November 30, 1960, pursuant to Section 14-19 of the City Code, as amended; and

WHEREAS, a list of said cancelled bonds and coupons corresponding therewith is attached and made a part of this resolution;

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

1. That the aforesaid list of cancelled bonds and coupons corresponding therewith be accepted and filed in the office of the City Clerk.

2. PASSED AND APPROVED this 8th day of December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 148

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$247.40 TO SAN ANTONIO LOAN AND TRUST COMPANY DUE TO A DOUBLE PAYMENT OF TAXES.

\* \* \* \* \*

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

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

Amount:	\$247.40
Payable to:	San Antonio Loan & Trust Co. 215 W. Commerce Street
Reason:	Refund of double payment made on Lot 2, Blk. 2, NCB 11858, Account No. 596-2677 of 1959 City taxes. Payment made July 19, 1960 and again on July 30, 1960.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 149

AUTHORIZING THE PLACEMENT OF MUNICIPAL ADVERTISING BY CLAUDE ANIOL AND ASSOCIATES AND AUTHORIZING THE PAYMENT OF \$2,512.48 FROM GENERAL FUND ACCOUNTS #19-02-01 AND #19-01-01.

\* \* \* \* \*

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

1. The placing of the following municipal advertising in the named publications by Claude Aniol and Associates is hereby authorized:

(a) Payment to be made from General Fund Account #19-02-01:

Art, composition, engraving for December ad in NATIONAL GEOGRAPHIC.	\$ 102.07
Art, composition and engraving for ad in December issue of HOLIDAY.	99.23
Art, composition, set of negatives and positives for November 28th issue of LIFE EN ESPANOL.	114.29
SALES MEETINGS magazine, 6 items @ \$332 each, beginning November, 1960, January, 1961, March 1961, May, 1961, July, 1961, and September, 1961.	1,992.00

(b) Payment to be made from General Fund Account #19-01-01:

Artwork, composition, engraving for ad to run in the September issue of TEXAS PARADE.	204.89
TOTAL	<u>\$ 2,5,2.48</u>

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk



AN ORDINANCE 29, 150  
AUTHORIZING THE SETTLEMENT OF CAUSE NO. 50,069, SYTLED  
CITY OF SAN ANTONIO VS. STRAUDER G. NELSON, ET UX, IN  
THE COUNTY COURT AT LAW NO. 3 OF BEXAR COUNTY IN  
CONSIDERTAION FOR THEPAYMENT OF \$14,000.00 AND CON-  
VEYANCE OF CERTAIN DISPUTED PROPERTY INTERESTS BY  
WARRANTY DEED.

\* \* \* \* \*

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

1. The compromise settlement of Cause No. 50,069, City of San Antonio vs. Strauder G. Nelson, et ux, pending in County Court at Law No. 3 of Bexar County, is hereby approved. The consideration for said settlement shall be the payment of \$14,000.00 by defendant Strauder G. Nelson and the execution of a warranty deed by said same party individually and as Independent Executor of the Estate of Bob Henderson Nelson, deceased, of all interests of said estate in the property condemned in said cause.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk



AN ORDINANCE 29, 151

AUTHORIZING THE EXECUTION OF A CONTRACT WITH BEXAR  
COUNTY CONCERNING THE DISTRIBUTION OF SURPLUS  
COMMODITIES ON A COUNTY-WIDE BASIS FOR A ONE YEAR  
PERIOD, JANUARY 1, 1961, TO DECEMBER 31, 1961.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute, on behalf of the City of San Antonio, a contract with Bexar County providing for the operation of a surplus commodity program in Bexar County for a one year period, January 1, 1961, to December 31, 1961.

2. Said contract is attached hereto and made a part hereof.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS           X

COUNTY OF BEXAR         X

A G R E E M E N T

WHEREAS, the Commissioners Court of Bexar County, Texas, under and by virtue of Section 11, Article 2351, V.A.T.S., is charged with the duty of providing for the support of paupers who are residents of this County and are unable to support themselves; and

WHEREAS, the Commissioners Court is further empowered by Section 17 of said Article 2351 to create a fund to be used in cooperation with the United States Department of Agriculture for the distribution of surplus commodities to persons in need of assistance; and such section further provides (Paragraph D) that Commissioners Court may cooperate with any incorporated city within its boundaries on such conditions and requirements regarding the distribution of such surplus commodities as may be promulgated by such Commissioners Court; and

WHEREAS, it is the desire of the Commissioners Court to perform such duty as efficiently, effectively and economically as possible; and

WHEREAS, it is the intention of the Commissioners Court of said County to provide the sum of \$36,000.00 in its 1961 budget to carry on such work; and

WHEREAS, the City of San Antonio, an incorporated city within the County of Bexar, has heretofore created and presently has in operation an agency of its government whose duties are to distribute surplus commodities to qualified and needy persons within the City of San Antonio; that such agency is staffed with competent administrators and social workers and maintains records to prevent wasteful duplications in the distribution of its supplies and to assure, as far as possible, the giving of assistance only to those qualified, residents, needy persons eligible for it; and

WHEREAS, it is the opinion of the Commissioners Court of Bexar County that the administrations of the distribution of surplus commodities by, through and under one agency is the most economical and practical method available; and that a county-wide surplus commodities distribution program will be of the greatest benefit to all concerned;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That this Agreement and Contract by and between the County of Bexar, acting by and through its duly elected, qualified and authorized County Judge, Charles W. Anderson, hereinafter called the County, by resolution of the Commissioners Court of said County thereafter duly authorized, and the City of San Antonio, a duly incorporated city of Texas, acting by and through its duly appointed, qualified and authorized City Manager, Lynn Andrews, hereinafter called the City.

W I T N E S S E T H :

1. That the term of this Contract shall begin on January 1, 1961, and terminate on December 31, 1961, unless otherwise terminated or extended as herein provided.

2. The City agrees to furnish services in the administration of surplus commodities in cooperation with the United States Department of Agriculture and the Texas State Department of Public Welfare to indigent and needy residents of Bexar County who live outside the corporate limits of the City of San Antonio, who shall qualify for assistance and be eligible to receive the surplus commodities by such rules, standards and qualifications as may apply to the applicant involved; and in this connection the rules, standards and qualifications promulgated by the Texas State Department of Public Welfare for rural residents, families or communities shall be used when applicable.

3. The City will furnish quarters, administration (which shall include all expenses of overhead and operation), case workers and labor for the distribution of surplus commodities throughout the entire County. However, where any assistance other than surplus commodities may be sought, the City is not obligated to furnish any outside of the city limits.

4. The City will submit to the County Commissioners Court, in care of the office of the County Auditor, regularly each month, a report specifying the amount of commodities issued and the number of individuals and families residing in Bexar County; outside the City of San Antonio, who have received surplus commodities during the month.

5. The City shall submit a regular monthly statement for the services rendered by it for that month under this Contract and the County shall reimburse the City in the amount of \$3,000.00 per month within ten days following the receipt of said statement.

6. The Public Assistance Advisory Board will hereafter be known and designated as the City-County Public Assistance Advisory Board.

7. The County may appoint one official representative from each Commissioner's Precinct to said City-County Public Assistance Advisory Board who shall serve as a member of said Board for the duration of this Contract, or any lesser terms as may be directed by the Commissioners Court.

8. In the event the County does provide the said sum of \$36,000.00 in its 1961 budget then it shall have the right at all reasonable times to inspect the premises and operations of the distribution and administration under this Contract by designating and authorizing an official representative to make any physical inventory of the surplus commodities and supplies on hand for the purpose of auditing, accounting, or as otherwise directed by the Court, insofar as same pertains to County business, and the City agrees to cooperate fully at all times with such representative of the County and to allow the inspection, inventory, or auditing requested.

9. This Contract may be extended for an additional year upon the mutual agreement of the parties. Representatives of both City and County shall confer during the first week in June, 1961 to decide upon whether any extension is desirable, and, if so, any modifications or adjustments necessary. Any matter pertaining to the financial conditions of this contract shall be submitted in sufficient time to be considered during the City's preliminary budget hearings.

10. This Contract may be terminated by either party upon written notice given in advance by one to the other. Notice shall state the exact date of the termination of the services to which it is obligated under this agreement through such date, and the County shall be obligated to pay the agreed compensation or reimbursement for such services through such date.

11. It is understood however that this agreement and its effects is contingent upon the County providing in its 1961 budget the sum provided in Paragraph 8 hereof; if no such sum is provided this agreement shall not be binding on either of the parties hereto and this Contract shall be of no force or effect.

12. The agreements, conditions and terms of this Contract shall, in every case, apply to, be binding upon and inure to the benefit of the parties hereto and their successors in office for its duration the same as if the successors were specifically named herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the County of Bexar on this 25th day of November, 1960, and by the City of San Antonio on this \_\_\_\_\_ day of \_\_\_\_\_, 1960, by the undersigned, authorized officials.

COUNTY OF BEXAR

By /s/ Charles W. Anderson  
County Judge, Bexar County, Texas.

ATTEST:  
FRED HUNTRESS, County Clerk, Bexar County, Texas.

BY /s/ A. Zuehl

CITY OF SAN ANTONIO:

BY: \_\_\_\_\_  
Lynn H. Andrews, City Manager

ATTEST:  
\_\_\_\_\_  
City Clerk, City of San Antonio, Texas

AN ORDINANCE 29, 152

EXTENDING THE CONTRACTS BETWEEN THE CITY OF SAN ANTONIO AND A. F. BEYER FOR THE PRIVILEGES OF OPERATION RESTAURANT AND BOAT CONCESSIONS ON THE SAN ANTONIO RIVER FOR A ONE-YEAR PERIOD.

\* \* \* \* \*

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

1. The contracts between the City of San Antonio and A. F. Beyer for the privilege of operating the restaurant and boat concessions on the beautified portion of the San Antonio River are hereby extended for a one-year period commencing January 1, 1961, and terminating December 31, 1961.

2. All terms and conditions of said contracts are to remain in full force and effect, the consideration for this one-year extension shall be as follows:

- (a) \$300.00 for the restaurant concession;
- (b) \$1,500.00 for the boat concession.

Said sums are payable in advance.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 153

AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE  
AMENDMENTS WITH BRANIFF AIRWAYS, INCORPORATED, FOR  
THE USE OF CERTAIN ADDITIONAL PREMISES IN THE  
TERMINAL BUILDING AT INTERNATIONAL AIRPORT.

\* \* \* \* \*

WHEREAS, Braniff Airways, Incorporated, will begin scheduled flight operations between San Antonio, Texas, and Mexico City, Mexico; and

WHEREAS, this operation necessitates the use in common with other airlines of certain premises by Braniff Airways, Incorporated, for customs, baggage, imigration and health services for international passengers; and

WHEREAS, said Airways is also desirous of renting additional 170 square feet in the Terminal Building; NOW, THEREFORE:-

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

1. The City Manager is hereby authorized to execute the following amendments to the existing lease between the City of San Antonio and Braniff Airways, Incorporated:
  - A. For the lease of an additional 170 square feet in the Terminal Building;
  - B. For the lease in common with other airlines of space in the International Passenger Area of the Terminal Building.
2. The lease amendments are attached hereto and made a part hereof.
3. PASSED AND APPROVED this 8th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AMENDMENT TO LEASE #1

STATE OF TEXAS        )  
                          )  
COUNTY OF BEXAR     )

WHEREAS, a lease dated January 1, 1958, (Ordinance No. 26909, dated September 11, 1958) has been executed between the undersigned, CITY OF SAN ANTONIO, a Municipal Corporation, (hereinafter referred to as "Lessor") and BRANIFF AIRWAYS, INCORPORATED, an Oklahoma Corporation, (hereinafter referred to as "Lessee"), for certain premises in the Terminal Building at San Antonio International Airport, City of San Antonio, Bexar County, Texas; and,

WHEREAS, said lease is valid and subsisting according to all of its terms and provisions and

WHEREAS, it is the mutual desire of the parties hereto to amend said lease to provide for the renting by Lessee from Lessor of additional space in said Terminal Building.

NOW, THEREFORE,

1. IN consideration for the mutual benefits to result from the execution hereof, and the rents to paid under the above-mentioned lease and additional rent to be paid for the additional premises hereof, the following said premises, are hereby included as part of the leased premises of the above described lease as though same were described therein and shown on the exhibits thereof;

A floor area comprising 170 square feet out of the former baggage claim area in the westerly end of the Terminal Building, and measuring 10' - 6" X 16' - 2". Said floor area is shown in red on Exhibit "A", which is made a part hereof.

2. This amendment shall be effective as of the 2nd day of July, 1960.





CITY OF SAN ANTONIO, A municipal corporation, as "Lessor", and ROBERT M. BROWN AND JOE J. FROST, JR., a partnership then doing business as and under the trade name of EXECUTIVE AIRCRAFT, as "Lessee", for certain premises in and adjacent to Hangars 2 and 3 at San Antonio International Airport, City of San Antonio, Bexar County, Texas; and,

WHEREAS, said lease is valid and subsisting according to all of its terms and provisions; and,

WHEREAS, it is the mutual desire of the parties hereto to amend said lease to provide for the changing of the description of Lessee therein, and to provide for the renting by Lessee from Lessor of additional premises in Hangar 3, at San Antonio International Airport.

NOW, THEREFORE,

1. The initial phrase of the subject lease, which sets forth the parties thereto, is hereby amended to read as follows:

"This agreement, by and between the CITY OF SAN ANTONIO, TEXAS, hereinafter called "Lessor", and ROBERT M. BROWN, an individual doing business as and under the trade name of EXECUTIVE AIRCRAFT, hereinafter called "Lessee", with its principal office and place of business at San Antonio, Texas, WITNESSETH:"

2. In consideration for the mutual benefits to result from the execution hereof and additional rentals to be paid by Lessee to Lessor, the following additional premises are hereby included as part of the leased premises of the subject lease as though described therein and shown on the exhibits thereof:

- A. A total of 518 square feet of floor space in the East lean-to on Hangar 3 at San Antonio International Airport;
- B. A total of 1,118 square feet of floor space in the West lean-to of Hangar 3 at San Antonio International Airport.

The location and description of the above additional premises are set forth on Exhibit "X", which is attached and made a part of this amendment.

3. For the above described building floor area totaling 1,636 square feet, a rental of \$0.40 per square foot per year shall be paid by Lessee to Lessor.

4. For the land area underlying the above described floor area, and likewise containing a total of 1,636 square feet, a rental of \$0.40 per square foot per year shall be paid by Lessee to Lessor.

5. As a pro-rated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangar 3, Lessee agrees to pay to Lessor \$0.40 per square foot per year for the total of 1,636 square feet of additional floor area leased in Hangar 3.

6. The above rentals and charges shall be paid in the same manner provided for rentals and charges under the subject lease of this amendment, commencing the 1st day of July, 1960.

7. With respect to the said additional premises hereof, the Lessee and Lessor shall be bound by the same conditions and terms as the subject lease hereof.

EXECUTED this 17th day of June, 1960.

CITY OF SAN ANTONIO  
Lessor

By \_\_\_\_\_

EXECUTIVE AIRCRAFT  
Lessee

By /s/ Robert M. Brown

ATTEST:

\_\_\_\_\_  
City Clerk

AMENDMENT #3 TO LEASE

STATE OF TEXAS        )  
                                  )  
COUNTY OF BEXAR     )

WHEREAS, a lease dated May 14, 1959 has been executed between the undersigned, CITY OF SAN ANTONIO, a municipal corporation, as "Lessor", and ROBERT M. BROWN, an individual doing business as and under the trade name of EXECUTIVE AIRCRAFT, as "Lessee", for certain



AN ORDINANCE 29, 155

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

\* \* \* \* \*

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

- 1. The City Manager is hereby authorized to execute a lease agreement with Airnews, Inc., for the use of certain hangar space at International Airport for a one-year period.
- 2. Lease Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 8th day of December, 1960.

J. ELWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS " )  
 )  
COUNTY OF BEXAR )

This agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and AIRNEWS, INC., a corporation incorporated under the laws of the State of Texas, (hereinafter called "Lessee"), with its principal office and place of business at San Antonio, Texas

W I T N E S S E T H :

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

- A. A total of 5,930 sq. ft. of gross floor space in Hangar 1, and a total of 19,674 sq. ft. of gross floor space in Hangar 2, all as shown on Exhibit 1, together with improvements and appurtenances thereto;
- B. A total of 68,967 square ft. of gross ground area under lying said floor space and certain adjacent apron area, all as shown on Exhibit 1, hereof.

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

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

3. For the facilities, improvements, and building floor space other than land as shown on Exhibit 1 and containing a total of 25,604 sq. ft., a rental of \$0.40 per sq. foot per year shall be paid by the Lessee to the Lessor.

4. For the gross land area shown on Exhibit 1, and containing a total of 68,967 sq. ft. including area underlying apron and floor space, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

5. As a pro-rated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangars 1 and 2, Lessee agrees to pay to Lessor \$0.04 per sq. foot per year for the total of 25,604 sq. ft. of floor space leased in Hangars 1 and 2.

6. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning with the first day of June, 1960.

7. Effective on the day all other similar aviation commercial tenants on the Airport are so charge, this Lessee or its sub-lessee shall pay each year to the Lessor as an additional annual rental, the following percentages of all applicable gross receipts from all commercial operations conducted on, in or from the demised premises.

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

The term "applicable gross receipts" as used herein shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, name and nature, regardless of when or whether paid

for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property and services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is the greater, excluding only the gross receipts from the sale of aircraft, aircraft fuel, sales of services and goods directly to the Military Agencies of the United States, and wholesale sales of aircraft parts, accessories and supplies. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or for sale by the Lessee shall be considered as part of the applicable gross receipts hereunder. Sales of goods and services to Military Agencies to be deductible from gross receipts must be sold directly to and directly paid for by the Military Agencies. Wholesale sales shall be restricted and limited to sale of aircraft goods, parts, accessories or supplies sold to others for resale only and not for the purchasers own use, or when the charge on the part of the Lessee to Consumer is at or below his cost. The selling price of any aircraft goods, parts, accessories, supplies or services sold to the ultimate consumer shall be considered as part of the applicable gross receipts hereunder. ~~This Lessee shall, with respect to business done by it or its tenants or sub-lessees on, in and from said demised premises, keep or cause to be kept true and accurate.~~ This Lessee shall, with respect to business done by it or its tenants or sub-lessees on, in and from said demised premises, keep or cause to be kept true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, on credit or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 30th day after the end of each calendar year, during the term hereof, submit to the Lessor a Certified statement prepared by a Certified Public Accountant showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rentals due hereunder. For the purposes of verifying the applicable gross receipts for which rental payments are due hereunder, the Lessor retains the right to appoint a Certified Public Accountant, mutually satisfactory to the Lessee and Lessor, for purposes of reviewing the records, accounts, books and data of the Lessee and its sub-lessees as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee for it and its sub-lessees agrees to cooperate with said Certified Public Accountant for such purpose.

8. As a part of the pecuniary considerations herefor, the Lessor shall be entitled to collect and Lessee and its tenants and sub-lessees agrees to pay a fuel flowage fee as determined by the Lessor from time to time for each gallon of aviation fuel delivered to the Lessee on said Airport. The aforesaid flowage fees shall be due on the first day of the month succeeding that in which the aircraft fuels are received and shall be delinquent if unpaid before the fifteenth day of each month. The Lessee and its tenants and sub-lessees agree to keep accurate books, records, and accounts of the purchase and sale of aircraft fuel delivered to it on the Airport premises and sold to various customers by the Lessee and its tenants and sub-lessees. Lessee further agrees that it and its tenants and sub-lessees shall furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises. As a condition to Lessee vending fuel, the Lessor requires and Lessee hereby agrees, to collect from non-scheduled and irregular users of said Airport, either a fuel flowage fee or a landing fee all as established and prescribed by Lessor. Lessee shall be entitled to receive and Lessor agrees to pay to Lessee 20% of such fees for the collection service so rendered provided further that this percentage fee does not apply to fuel flowage fees. Lessee shall maintain such records, forms and accounts with respect to landing fee collections as are prescribed by Lessor from time to time.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography aircraft design, theory and construction; and to engage in aeronautical and allied research.

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

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

10. Lessee expressly covenants and agrees as follows:

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

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

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

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

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

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

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

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

I. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy;

"It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

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

K. Lessee will conduct its business in a proper and first class manner at all times and will furnish services a minimum of sixteen hours a day, seven days per week. Lessee covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

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

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

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

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

O. Lessee will at all times furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a fair and equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

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

Q. In connection with its sale of aircraft fuel and lubricants, Lessee covenants and agrees for it and its tenants and sub-lessees to charge prices to the purchasers thereof which are consistent with and not in excess of the average price of aircraft fuel and lubricants of equal grade charged at the four Airports in the State of Texas other than San Antonio having the greatest volume of aircraft fuel sales. In the event that during the term of this lease the volume of aircraft fuel sales at other Airports should not be available, then the basis of comparison shall be the four other Airports in the State of Texas having the greatest volume of civil itinerant air traffic. Prices higher than those provided for herein may be charged by Lessee or its tenants and sub-lessee if the permission in writing of the Lessor is first obtained.

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

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

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

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

12. Nothing herein shall be deemed to relieve the Lessee and its tenants, sub-lessees, patrons, invitees, and others from field use charges as are levied generally by the Lessor directly upon the operation of aircraft including fuel flowage fees.

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

14. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such

agreement with the United States be to take any property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

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

EXECUTED THIS                    day of                    , 1960.

CITY OF SAN ANTONIO                    Lessor

BY \_\_\_\_\_  
City Manager

AIRNEWS, INC.                    Lessee

BY /s/ Frank G. Huntress, Jr.

ATTEST:  
City Clerk

ATTEST:  
/s/ Leroy G. Denmar Jr.  
Secretary

AN ORDINANCE 29, 156

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. 1374) The rezoning and reclassification of property from "A" Temporary Residence District to "F" Local Retail District as follows: Lots 30 and 31, Blk. 2, NCB 13060.

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

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

EXTENDING THE BID OPENING DATE ON THE SAN ANTONIO SEWAGE PLANT IMPROVEMENTS PROJECT FROM DECEMBER 27, 1960 TO JANUARY 10, 1961.

\* \* \* \* \*

WHEREAS the Christmas holidays present an unusual circumstance, preventing contractors and their organizations from preparing bids on City projects; and,

WHEREAS it is the recommendation of the Director of Public Works that the bid opening date for the San Antonio Sewage Plant Improvements Project be extended; NOW, THEREFORE:

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

- 1. The bid opening date for improvements for San Antonio Sewage Plant Improvements Project is hereby extended from December 27, 1960, to 2:00 P.M., January 10, 1961.
- 2. PASSED AND APPROVED this 15th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

\* \* \* \* \*

WHEREAS, one of the grave urban problems of the day concerns the prevention of deterioration of the central business districts in metropolitan areas; and

WHEREAS, a solution of the problem requires constant study by municipal governments and civic organizations, with close cooperation and exchange of ideas; and

WHEREAS, the Central City Council has made great progress in bringing together representatives of various groups and organizations interested in the continued growth and vitality of the central business district of the city of san Antonio; and

WHEREAS, the existence of such organization as a medium for bringing together and reconciling various and sometimes divergent views will greatly assist the City Council of the City of San Antonio in its efforts to plan intelligently insofar as the central business district is concerned; NOW, THEREFORE,

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

- 1. The City Council of the City of San Antonio commends the efforts of the Central City Council to achieve a united approach to the problems of the central business district and to make its membership truly representative of the various individuals and groups who are interested in the continued growth and vitality of the central business district.

- 2. The City Council of the City of San Antonio will continue to give earnest consideration to the recommendations of the Central City Council; and the City Council of the City of San Antonio expressly recognizes the need for close cooperation and liaison between the government of the city and the Central City Council to the end that, by such united effort, the central business district, so vital to the welfare of the entire city, will continue to prosper and grow.

- 3. PASSED AND APPROVED this 15th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 157 ✓

CALLING AN ELECTION, TO BE HELD ON THE 10TH DAY" OF JANUARY, 1961, ON THE PROPOSITION OF THE ISSUANCE OF \$5,600,000.00 HIGHWAY 90 WEST (INCLUDING KELLY FIELD ACCESS ROAD) BONDS; ON THE PROPOSITION OF THE ISSUANCE OF \$3,500,000.00 NORTH EXPRESSWAY BONDS; ON THE PROPOSITION OF THE ISSUANCE OF \$500,000.00 PARK BONDS; AND ON THE PROPOSITION OF THE ISSUANCE OF \$900,000.00 GUADALUPE STREET GRADE SEPARATION BONDS.

\* \* \* \* \*

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

~~1. That an election be held in the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$5,600,000.00, maturing serially in~~

1. That an election be held in the City of San Antonio, Texas, on the 10th day of January, 1961, at which election the following propositions shall be submitted to the resident, qualified electors of the City of San Antonio, Texas, who own taxable property in said city and who have duly rendered the same for taxation:

PROPOSITION NO. 1

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$5,600,000.00, maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the bonds at maturity for the purpose of purchasing and acquiring the right-of-way and necessary approaches for US. Highway No. 90 West to be constructed from the western city limits east to Interstate Highway 35, including a connecting highway from said U.S. Highway 90 west to Kelly Air Force Base, as authorized by the Constitution and laws of the State of Texas and the Charter of the city of San Antonio?"

PROPOSITION NO. 2

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$3,500,000.00 maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity for the purpose of purchasing and acquiring the right-of-way and necessary approaches for a North Expressway to be constructed from the east leg of the Expressway west of Broadway to U.S. Highway No. 281 north of Loop 13, as authorized by the constitution and laws of the State of Texas and the Charter of the City of San Antonio?"

PROPOSITION NO. 3

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$500,000.00 maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity for the purpose of acquiring property for and extending, improving and construction Parks and Recreational facilities in said City as authorized by the Constitution and laws of the State of Texas, and the Charter of the City of San Antonio.

PROPOSITION NO. 4

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$900,000.00 maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity, for the purpose of constructing a railroad grade separation on Guadalupe Street between the Alazan Creek and Medina Street, as authorized by the Constitution and laws of the State of Texas and the Charter of the City of San Antonio?"

2. That voting machines shall be employed at the election herein ordered in accordance with the provisions of V.A.T.S. Election Code, Article 7.14, and voting machines shall be used for the casting of absentee votes in the Office of the City Clerk, which absentee balloting shall be conducted in the manner made and provided by the Statutes of the State of Texas on the subject, and said election shall be held at the polling places in the regularly prescribed voting precincts of the City of San Antonio, between the hours

of 7:00 o'clock A.M. and 7:00 P.M. Central Standard Time. Such voting precincts, polling places, Presiding Judges and Clerks being as follows:

Election Precinct No. 1, at Navarro School, 623 South Pecos, with Mrs. Corrine Gonzales as Presiding Judge and Mrs. Sarah Hoyer and Josephine Kingston as Clerks.

Election Precinct No. 2, at Briscoe School, 2015 South Flores with Mrs. Gladys Pickard as Presiding Judge and Mary Mendoza and Mrs. Tomasa Cueller as Clerks.

Election Precinct No. 3, at Burbank School, 1002 Edwards, with Mrs. Ruth Neal as Presiding Judge and Mrs. Myrtle McConnell and Mrs. Lora Nell as Clerks.

Election Precinct No. 4, at Hillcrest School, 211 W. Dittmar, with Pearl Rutherford as Presiding Judge and Myrtle Randolph and Mrs. A.C. Weynand as Clerks.

Election Precinct No. 5, at Morrill Ward School. 5200 South Flores, with Mrs. Georgia Meehan as Presiding Judge and Mrs. Ricia Pagel, Lillie C. Tejada as Clerks.

Election Precinct No. 6, at Ammons Frontier Town, 3232 Roosevelt with Mrs. Cecile Pritchett as Presiding Judge, Mrs. Barbara Hollenbeck and Mrs. Carlin M. Oats as Clerks.

Election Precinct No. 7, at Harlandale Jr. High School, 300 W. Huff, with Madeleine Misner as Presiding Judge and Florence McMahan and Mrs. Ella Moehle as Clerks.

Election Precinct No. 8, at Stonewall Elementary School, Stonewall & Commercial, Adolph Karnei as Presiding Judge and Martha Baker and Lula Hunter as Clerks.

Election Precinct No. 9, at Fire Station No. 25, 242 Dwight Avenue with Fannie Barley as Presiding Judge and Mary Blaner and Ruth Cook as Clerks.

Election Precinct No. 10, Ike Haines Cleaners, 1619 W. Malone, Mrs. Kate Boenig as Presiding Judge and Sarah E. Stone and Wanda L. Dietzmann as Clerks.

Election Precinct No. 11, at Collins Gardens School, 167 Harriman, with Mrs. Alma Lamm as Presiding Judge and Georgia Hovat and Mattie Mitchell as Clerks.

Election Precinct No. 12, at Johnson School, 1811 South Laredo, with Sophie Maly as Presiding Judge and Lottie McCall and Tillie Lagier as Clerks.

Election Precinct No. 13, at Sidney Lanier School, 1514 Durango, with Mrs. Ella MacDonald as Presiding Judge and Concepcion Sanchez and Nancy Vasquez as Clerks.

Election Precinct No. 14, at Crockett School, 2814 W. Commerce, with Mrs. Anita Doria as Presiding Judge, and Paula Barrera and Maria Fuentes as Clerks.

Election Precinct No. 15, at J. T. Brackenridge School, 1214 Guadalupe Street, with Olivia de la Garza as Presiding Judge, and Tomasa Diaz, Celsa Riojas and Alfredo Diaz as Clerks.

Election Precinct No. 16, at Storm School, 435 Brady at Calaveras, with Mrs. Lydia Donovan as Presiding Judge, and Mrs. Rudy Rodriguez and Mrs. Gladys Trevino as Clerks.

Election Precinct No. 17, at Terminal Market, 1500 South Zarzamora, with Mrs. Susie Gill as Presiding Judge and Elisa Hernandez and Mary Sanchez as Clerks.

Election Precinct No. 18, at De Zavala School, 2418 Durango, with Mrs. Mary Sarro as Presiding Judge and Mary P. Sosa, Mrs. Gus Bertetti as Clerks.

Election Precinct No. 19, at San Antonio Tech High School, 637 North Main Avenue, with Arthur Beck as Presiding Judge and Roy R. Ransom and Laura Lambkin as Clerks.

Election Precinct No. 20, at Bowie School, 439 Arbor Place, with Mrs. Emelia Engelhart as Presiding Judge, and Helen B. Gay and Mary Carnot as Clerks.

Election Precinct No. 21, at Margil School, 1319 Morales Street, with Mrs. Belle Vettters as Presiding Judge, and Mrs. Amparo Alvarado and Mary M. Montez as Clerks.

Election Precinct No. 22, at Washington Irving School, 2215 Morales Street, with Mrs. Lena Schmitt as Presiding Judge, and Mrs. J. D. Inselmann and Mrs. Mary J. Ewig as Clerks.

Election Precinct No. 23, at Ogden School, 2215 Leal Street, with Mrs. L. C. Fuller as Presiding Judge, and Edna B. Huegele and Ruby A. Tolle as Clerks.

Election Precinct No. 24, at Coronado School, 435 South San Dario Street, with Mrs. Ninfa Guerrero, Mrs. Edith Estrada and Maria Tenorio as Clerks.

Election Precinct No. 25, at Loma Park School, 400 Aurora Avenue, with Mrs. Ludwina Boykin as Presiding Judge, and Mrs. Rudy Esquivel and M. F. Boykin as Clerks.

Election Precinct No. 26 at Fenwick School, 1930 Waverly Avenue, with Mrs. Clara Arnold as Presiding Judge, and Gernot Arnold and Gladys Haller as Clerks.

Election Precinct No. 27, Nelson School, 1014 Waverly Ave., Mrs. A Doolittle as Presiding Judge and Florence Currie and Thora Meyer as Clerks.

Election Precinct No. 28, St. Luke's Baptist Church, Sunday School Room, 1319 Navidad, Mrs. Lillian Klaus as Presiding Judge, and Nancy Ann Paris and Johana Pfeiffer as Clerks.

Election Precinct No. 29, Eleanor Brackenridge School, 831 Brooklyn Ave., with Mrs. Emma Fischer as Presiding Judge, Mary Warden and Delta Melton as Clerks.

Election Precinct No. 30, Fire Station No. 4, 301 Camden St., Miss Cora Kush as Presiding Judge, and Catherine Kennedy and Florence Ahr as Clerks.

Election Precinct No. 31, at Hawthorne School, 127 West Josephine Street, with Mrs. Agnes P. Hughes as Presiding Judge, and Edna Weichlein and Clara Poston as Clerks.

Election Precinct No. 32, at McKinley School, 400 East Magnolia Avenue, with Mrs. Juanita Tandy as Presiding Judge, and Edna V. Miller and Mrs. W. J. Bryan as Clerks.

Election Precinct No. 33, at San Antonio Transit System Building, 1720 N. Flores Street, with Jimmie Lou McCormick as Presiding Judge, ~~and H. P. Stinson, Gertrude Hall~~ and Isabel Jackson and Minnie L. Cockrell as Clerks.

Election Precinct No. 34, at Fire Station No. 6, 503 West Russell, with Mrs. Elizabeth C. Krough as Presiding Judge, and H. P. Stinson, Gertrude Hall and Mrs. K. McGary as Clerks.

Election Precinct No. 35, at Mark Twain Junior High School, 2411 San Pedro Avenue with Mrs. Al Schindler as Presiding Judge, Fred A. Rich and George L. Taft, Jr. as Clerks.

Election Precinct No. 36, at Beacon Hill School, 1411 West Ashby Place, with Mrs. Myrtle Melton as Presiding Judge, and Mrs. Ella Halbadier and Mrs. Rose Collins as Clerks.

Election Precinct No. 37, at Woodlawn School, 1717 West Magnolia Avenue, with Mrs. Maud Richmond as Presiding Judge, and Mamie Sultenfuss and Lillie Nolen as Clerks.

Election Precinct No. 38, at Monte Vista Station, 535 West Hollywood, with Mrs. Magruerite Parks as Presiding Judge, and Ramah H. Badger and Margaret Johns as Clerks.

Election Precinct No. 39, at Jones Furniture Company, 1805 Blanco Road, with Mrs. Helen Steubing as Presiding Judge, and Mrs. Myrtle Rittiman and Cora L. Huckaba as Clerks.

Election Precinct No. 40, at Fire Station No. 19, 1911 West Hildebrand Avenue, with Mrs. Sarah Cox as Presiding Judge, and Mrs. Hilda Mueller and Mrs. Pearl Preddy as Clerks.

Election Precinct No. 41, at Longfellow Junior High School, 1130 East Sunshine Drive, with Mrs. Frances White as Presiding Judge, and Ruby F. Lee, Mrs. C. L. Bennett and Mrs. Monroe Slaughter as Clerks.

Election Precinct No. 42, at Benjamin Franklin School, 1915 West Olmos Drive, with Mrs. Minnie A. Pitts as Presiding Judge, Erna Teague, Hazel Miller and Virginia Bruff as Clerks.

Election Precinct No. 43, at Woodrow Wilson School, 1421 Clower Street, with Mrs. Alden Pitts as Presiding Judge, and Fern Aldrich, Alberta Quick and Olivia Martin as Clerks.

Election Precinct No. 44, at Fire Station No. 1, 801 E. Houston Street, with Edna Brown as Presiding Judge, and Mrs. Ben F. Weber, Clara Boelhauwe as Clerks.

Election Precinct No. 45, at Fannin School, 1931 East Houston, with Mrs. Alice Kight as Presiding Judge, and Agnes Waters and Harry Warnke as Clerks.

Election Precinct No. 46, at Booker T. Washington School, 1823 Nolan, with Mrs. Martha Spahn as Presiding Judge, and Norma Baumann and Lottie Black as Clerks.

Election Precinct No. 47, at Wheatley School, 415 Harrison, with Mrs. Gwendolyn Jackson as Presiding Judge, and Alcue Siegler and Jewel Walker as Clerks.

Election Precinct No. 48, at Robert E. Lee School, 700 Lamar, with Mrs. Ruby Rapp as Presiding Judge, Mrs. Minnie Self and J. C. Wondrak as Clerks.

Election Precinct No. 49, at Fire Station No. 5, 1011 Mason, with Fred Green as Presiding Judge, and Lillian Gordon, and Ray C. Gordon as Clerks.

Election Precinct No. 50, at Milam School, 1103 Austin, with Dorothy Niggli as Presiding Judge, and Rosalee Terrell, Mable Staricha as Clerks.

Election Precinct No. 51, at Pioneer Hall, Brackenridge Park, with Mrs. Ruth Simmang as Presiding Judge, and H. B. Gibson, Mrs. W. H. Becker and Johanna Besch as Clerks.

Election Precinct No. 52, at Grande Courts, 755 East Mulberry, with J. S. Cooper as Presiding Judge, and Mrs. J. H. Skipper, and Gertrude Wideman as Clerks.

Election Precinct No. 53, at Will Robers School, 620 McIlvaine, with Mrs. J. C. Hayes as Presiding Judge, and Mary T. Lee, Virginia Dunaway and Dorothea Stambaugh as Clerks.

Election Precinct No. 54, at St. Andrews Methodist Church, 722 Robinhood (Scout Building) with Mrs. Roma Mason as Presiding Judge, and Mrs. Albert Barstis, Frieda Dreyer and Mrs. Rudolph Schletter as Clerks.

Election Precinct No. 55, at Woodridge School, 100 Woodridge, with Mrs. Helen Nolan as Presiding Judge, and Mabel L. Miller, E. H. Hartley and Mrs. Jean Craig as Clerks.

Election Precinct No. 56, at Civil Defense and Disaster Relief, 423 S. Alamo, with Mrs. Agnes Fritz as Presiding Judge, and Josephine Tuttle and Jeanette Rodriguez as Clerks.

Election Precinct No. 57, at Salvation Army, 801 Wyoming, with Mrs. Margaret Mainz as Presiding Judge, and Mrs. Martha Klaus and Corinne Ketchum as Clerks.

Election Precinct No. 58, at Smith School, 823 S. Gevers, with Charles H. Degen as Presiding Judge, and Mrs. Orloff Bowen and Cecelia Metzger as Clerks.

Election Precinct No. 59, at St. Philip's Jr. College, 2111 Nevada, with Mrs. Blanche Lewis as Presiding Judge, and Mrs. Beatrice Ramirez, and Mrs. Celia Coan as Clerks.

Election Precinct No. 60, at Poe School, Aransas Avenue at Cooper, with Mrs. Annie Schaumleffel as Presiding Judge, and Mrs. Elvira Mullins and Mary Neill as Clerks.

Election Precinct No. 61, at Herff Elementary School, 966 S. Hackberry, with Mrs. Emil Sauermilch as Presiding Judge, and Hazel Bull and Edda Fischer as Clerks.

Election Precinct No. 62, at Victoria Courts Office, 400 Labor with Walter Hilt as Presiding Judge, and J. C. Roberts and Mrs. W. D. Stubblefield as Clerks.

Election Precinct No. 63, at Bonham School, 925 S. St. Mary's Street, with Mrs. Catherine Seideman as Presiding Judge, and Elsa Kinder, Ruth E. Altman and A. W. Boquet as Clerks.

Election Precinct No. 64, at Brackenridge High School, 1623 S. St. Mary's Street, with Mrs. Lydia Kleid as Presiding Judge, and Caroline Schmidt and Bertha Steffler as Clerks.

Election Precinct No. 65, at Highland Park School, 2011 S. New Braunfels, with D. J. Williams, as Presiding Judge, and E. Earl Fiscus, Mrs. Robert Russell, Silas Mahavier and Roberta Russell as Clerks.

Election Precinct No. 66, at Steele School, 722 Haggin, with Mrs. Frances Weldon as Presiding Judge, and Mrs. Herman Linn, Virginia E. Bane, Imogene Williams, Imogene Glasser and Henrietta Guerra as Clerks.

Election Precinct No. 67, at Fire Station No. 20, 2903 S. New Braunfels, with Mrs. L. J. Tolle as Presiding Judge, and Mrs. Ben Fendeisen, Martha Byrd, Ella E. Kohlenberg, Mrs. B. H. Wagner and Martha McKay as Clerks.

Election Precinct No. 68, at Page School, 401 Berkshire, with E. C. Zenner as Presiding Judge, and Mrs. Cecelia Kolodzie, Mrs. Della Mooty, Lilly G. Atkins and Major Thurmond Hood as Clerks.

Election Precinct No. 69, at Riverside Park School, 202 School Street, with Mrs. Eleanor Turner as Presiding Judge, and Dorothy Hutzler, Phyllis Disbro, Mrs. L. Hicklin and Mrs. Elizabeth Smith as Clerks.

Election Precinct No. 70, at Hot Wells School, 400 Hot Wells Boulevard, with Mrs. Marie Satcher as Presiding Judge, and Edna F. Salziger, Mrs. Allen Reed, Mrs. N. P. Richard and Mrs. Eleanor Simpson as Clerks.

Election Precinct No. 72, at Winston School, Roselawn Avenue at Gen. McMullen, with Anna Eckert as Presiding Judge, and Pauline T. Hill and Louise Young as Clerks.

Election Precinct No. 78, at Hutchings Avenue School, Hutchings and Zarzamora, with Thomas J. Olsen as Presiding Judge, and Elvira Bredvad, Mrs. Homer DeVinney as Clerks.

Election Precinct No. 79, at Stinson Homes, 414 96th Street with Mrs. Nolan Martin as Presiding Judge, and A. P. Tyll and R. A. Hansel as Clerks.

Election Precinct No. 90, at Woodlawn Hills School, 110 West Quill Drive, with F. T. Donato as Presiding Judge, and Norma Jean Dermis, Mary Louise Barberio, Vinnie Wulff and Joyce Sellburg as Clerks.

Election Precinct No. 91, at Mildred Baskin School, 600 Crestview, with Mrs. Ruby Keller, as Presiding Judge, and Earline Baldwin, Mrs. Sarah Pringle, J. B. Abbott and Mildred Busby as Clerks.

Election Precinct No. 92-That part of voting Precinct #92 of Bexar County now within the City Limits of San Antonio consolidated with voting Precinct #91 at Mildred Baskin School, 600 Crestview.

Election Precinct No. 95, at Milam Floor Covering Co., 1032 Basse Road, with Mrs. R. J. Flores as Presiding Judge, and Mrs. L. J. Lincecum, Ethel Powell, Mrs. W. O. Allison and Mrs. Bobbie Mueller as Clerks.

Election Precinct No. 100, Northwood Elementary School, 519 Pike Road & Rockhill Drive, with H. O. Borgfeld as Presiding Judge, and Mrs. Mary Ann Castleberry and Peggy S. Faglie as Clerks.

Election Precinct No. 102, at MacArthur High School, 2923 Bitters Road, with Mrs. Melitta Pape as Presiding Judge, and Mrs. Loftin Little, Mrs. Ruth Cormier and Evelyn Berry as Clerks.

Election Precinct No. 103, at North Towne Plaza Center (arcade), 6936 San Pedro, with Mrs. Gladys Lorillard as Presiding Judge, and Marion B. Jauer, Mrs. Helen Wiemers, T. R. Gray, Annie Natho and Gladys Speelit as Clerks.

Election Precinct No. 104-That part of voting Precinct #104 of Bexar County now within the City Limits of San Antonio consolidated with voting Precinct #135 at San-An-Tone Courts, 7114 Blanco Road.

Election Precinct No. 107, at Jefferson Davis Jr. School, at 463 Holmgreen Rd., with Letha G. Lackey as Presiding Judge, and Gertrude E. Shafer, Mrs. Winnie Doerr and Dorris Scheffler as Clerks.

Election Precinct No. 113, at Paks Real Estate, 2345 So. W. W. White Rd, with Mrs. Susan Munson as Presiding Judge and Mrs. Birdie Miller and Margaret Weaver as Clerks.

Election Precinct No. 114, at San Juan School, Bergs Mill, Texas, with John W. Small as Presiding Judge, and Alicia Bazan and G. G. Lewis as Clerks.

Election Precinct No. 118, at Harlandale High School Annex, 114 Gerald and Pleasanton, with Bertha Roberts as Presiding Judge, and Mildred Henderson, Jewel Hill and Maud Guppy as Clerks.

Election Precinct No. 119, at Collier School, 834 Southcross Blvd., with Stella Rodriguez as Presiding Judge, and Juanita Guzman and Hilda Clabaugh as Clerks.

Election Precinct No. 120, at Community Center, 3021 Commercial, with Bertha Clayton as Presiding Judge, and Mrs. Jessie Beck, and Mrs. Helen Walter as Clerks.

Election Precinct No. 121, at E. Carroll Bell School, Pleasanton and Harding, with Mrs. Anna B. Riley as Presiding Judge, and Ethel G. Pegg, Jewell C. Mays and Sibyl G. Wise as Clerks.

Election Precinct No. 122, at San Antonio Fence Co., 3012 West Avenue, with Mrs. Annie C. Blevins as Presiding Judge, and Mrs. Edna DeLoach, Mrs. Frances Blankenship, Mrs. Gertrude Howard and Velma Cradoct as clerks.

Election Precinct No. 123, Blessed Sacrament School, 106 Shannon Lee, with Mrs. Edna L. Harris as Presiding Judge, and Mrs. J. L. Findley and Mrs. Johnnie Purcell as Clerks.

Election Precinct No. 124, at Fire Station No. 28, 815 El Monte, with Mrs. Betty S. Gissi as Presiding Judge, and Mrs. Sophie Ballard and Edward P. Grasshoff as Clerks.

Election Precinct No. 126, at Fire Station No. 24, 1956 Austin Highway, with Mrs. J. R. Marshall as Presiding Judge, and Mrs. G. L. Price, Mrs. Joe G Pearson as Clerks.

Election Precinct No. 128, at James Madison School, 2900 W. Woodlawn Avenue, with William A. Robinson and Mrs. R. C. Lockett as Clerks.

Election Precinct No. 129, at Dorie Miller School, 207 Lincolnshire, with Evelyn Millett as Presiding Judge, and Mrs. Almeta Keys and Minnie O. Kyle as Clerks.

Election Precinct No. 130, at Charles Arnold School, 467 Freiling with Mrs. Alta May Davis as Presiding Judge, and Iva Dell DuBose, Mrs. J. M. Foster and Mrs. L. H. Natho as Clerks.

Election Precinct No. 132, Lone Star Ice House #16, 3819 West Avenue, with Mrs. Frances Jones as Presiding Judge, and Mrs. B. B. McMullen, Mrs. Arthur G. Mandry and Florence Jones as Clerks.

Election Precinct No. 135, at San-An-Tone Courts, 7114 Blanco Rd. at Northwest Military Highway, with Mrs. Aminda Cooper as Presiding Judge, and Mrs. Maria Bruce and Mrs. Mary F. Bueche as Clerks.

Election Precinct No. 136, at Highlands High School, 3118 Elgin, with Mrs. Minnie Lorillard as Presiding Judge, and Lillie Cates and Mrs. C. T. Cottrell as Clerks.

Election Precinct No. 137, at Highland Hills School, 734 Glamis with Mrs. H. L. McGeehee as Presiding Judge and Margaret Fenstermaker and Mrs. W. W. Turner as Clerks.

Election Precinct No. 138, Klossner Equipment Co., 727 North W. W. White Road, Mrs. Ray Conner as Presiding Judge, and Florence Schramm and Mrs. G. C. Guthrie as Clerks.

Election Precinct No. 140, at Goodwill Industries, 3822 Pleasanton Road, with Mrs. Corinne B. Busby as Presiding Judge, and Mrs. Ruth Hook and Joris Jane McDaniel as Clerks.

Election Precinct No. 141, at Stafford School, 611 S. W. 36th Street, with Mrs. Delfina Rodriguez as Presiding Judge, and Fern J. Surreddin and Emma Ozuna as Clerks.

Election Precinct No. 142, at Thomas Jefferson High School, 723 Donaldson Avenue, with Mrs. Lillian Wall as Presiding Judge and Mrs. Esther Liddy, Louise T. Baker and Mrs. Captala Wilson as Clerks.

Election Precinct No. 143, at Olmos Elementary School, 1103 Allena, with Mrs. Helen E. Honts as Presiding Judge, and Col. E. R. Honts, Mrs. Myrtle Lawrence, and Mrs. McMurrie Richey as Clerks.

Election Precinct No. 144, at Mt. Calvary Lutheran Church (Classroom Building), 308 Central Park West with Mamie Seideman as Presiding Judge, and Eva D. Blum, John N. Greene and Mrs. Howell Jones as Clerks.

Election Precinct No. 145, at P. F. Stewart School, 1950 Rigsby Avenue, with Mrs. Bertie McCarty as Presiding Judge, and Mrs. George O. Johnson, Mrs. Pearl McKay and Mrs. J. W. Hurt as Clerks.

Election Precinct No. 149, at Forbes School, 2630 Sally Gay, with Mrs. Clara Denton as Presiding Judge and Mrs. Martha Cermin, Ada Mae Smith as Clerks.

Election Precinct No. 150, at Kate Schenck School, 100 Kate Schenck at Avondale, with Mrs. Mildred Keinenburg as Presiding Judge, and Audrey R. Martin and Bea Jackson as Clerks.

Election Precinct No. 151, Grace Presbyterian Church, 950 Donaldson with C. M. Collins as Presiding Judge, and Janice Swanson, Willene Hassman and Mrs. M. A. Hatfield as Clerks.

Election Precinct No. 152, at Samuel Maverick School, 107 Raleigh, with Mrs. Augusta Kneupper as Presiding Judge and Thelma C. Smith, W. B. Smith, and Mrs. John A. CHeatham as Clerks.

Election Precinct No. 153, at Holy Rosary School, 543 Westminister with M. A. Vorheier, as Presiding Judge, and E. B. Rowan, Mrs. Marvin R. Seibert and Mrs. Dora Criner as Clerks.

Election Precinct No. 154, Pilgrim Congregational Church, (Rear Educational Building), 500 Pilgrim Dr., with Mrs. Jacqueline Whitehead as Presiding Judge, Mrs. Florence Bollini and A. M. Whitehead as Clerks.

Election Precinct No. 155, at Horace Mann Jr. High School, 2123 West Huisache, with Fred W. Readel as Presiding Judge, and Mrs. Ruth G. Jackson, Constance K. Daubert and Mrs. Betty Lyons as Clerks.

Election Precinct No. 156, at Sunset Hills Elementary School, 519 Clearview with Mrs. Betty Ann Armstrong as Presiding Judge, and Mrs. Helen Bowen, Mrs. Katie S. Lee, Mrs. Earline Inselmann, Mrs. G. F. Sweeney and Dorothy Rosemergy as Clerks.

Election Precinct No. 157, at St. Phillips School, 138 East Lambert, with Josephine Lanham as Presiding Judge, and Isabel Medrano, Lilia Cabellero as Clerks.

Election Precinct No. 158, at Las Palmas School, 103 Las Palmas, with Evangeline Enderle as Presiding Judge, and Alicia M. Alvarado, Mrs. Joe Mendoza and Richard Villanueva as Clerks.

Election Precinct No. 159, at Edgewood School, 525 Cupples Road, with Elizabeth Lewellyn as Presiding Judge, and Dora C. Estrada, Mrs. Myrtle Seibeneicher and Stella B. Molina as Clerks.

Election Precinct No. 160, at Fire House No. 16, 1519 Nogalitos, with Mrs. Maggie Mull as Presiding Judge and Mrs. Myrtle Jacobs and Mrs. Geraldine Marceau as Clerks.

Election Precinct No. 161, at St. James Gym Office No. 4 - 907 West Theo Avenue

at St. James Catholic Church with Lawrence Gonzales as Presiding Judge and Felipe Ayala and Roy Bricker as Clerks.

Election Precinct No. 162, at Graebner School, 530 Hoover, with Mrs. M .M. Dowda as Presiding Judge, and Lola H. Snow and Harriette Hilbert as Clerks.

Election Precinct No. 163, at St. Leo's School, 119 Octavia, with Mrs. Lena McDougle as Presiding Judge, and Muriel Cross, Florence Bugg and Gus A. Thomas as Clerks.

Election Precinct No. 164, at Huff Avenue School, 115 East Huff Avenue, with Mrs. E. R. Parr as Presiding Judge, and Minnie Anders and Mable Meyer as Clerks.

Election Precinct No. 165, at Ed Schaefer's Office, 3627 S.W. Military Drive, with Mrs. Velma Gammans as Presiding Judge, and Mrs. Orville Wright and Mrs. W. R. Hammond as Clerks.

Election Precinct No. 166, at Fire Station No. 2, 601 Gillette with Mrs. Martha McEwen as Presiding Judge, and Anna F. Davis and Mrs. E. R. Miller as Clerks.

Election Precinct No. 167, at Wilshire Elementary School, 6523 Cascade, with Ted Balter as Presiding Judge and Mrs. Frances Mauldin and Vivian H. Webb as Clerks.

Election Precinct No. 168, at Mt. Sinai Baptist Church, 2157 Burnet, with Margaret Betts as Presiding Judge, and Mary Benavides, Mrs. F. J. Kimberly as Clerks.

Election Precinct No. 169, at Elizabeth Tynan School, 925 Gulf with Mrs. Gladys Montgomery as Presiding Judge, and Mrs. James McKay, Sr., Mrs. Bertha Norton as Clerks.

3. That said election shall be held in accordance with the provisions of Chapter 1, Title 22 of the Revised Civil Statutes of Texas, 1925, as amended, including the provisions of Article 704, as amended by Chapter 382, passed at the first called session of the 44th Legislature, and the Charter of the City of San Antonio, Texas, and only legally qualified electors who own taxable property in the City who have duly rendered the same for taxation shall be qualified to vote.

4. The ballots for said election shall have written or printed thereon the following:

PROPOSITION NO. 1

"FOR THE ISSUANCE OF HIGHWAY 90 WEST AND KELLY AIR FORCE BASE RIGHT-OF-WAY BONDS."

"AGAINST THE ISSUANCE OF HIGHWAY 90 WEST AND KELLY AIR FORCE BASE RIGHT-OF-WAY BONDS."

PROPOSITION NO. 2

"FOR THE ISSUANCE OF NORTH EXPRESSWAY RIGHT-OF-WAY BONDS."

"AGAINST THE ISSUANCE OF NORTH EXPRESSWAY RIGHT-OF-WAY BONDS."

PROPOSITION NO. 3

"FOR THE ISSUANCE OF PARKS AND RECREATION EXTENSION AND IMPROVEMENT BONDS."

"AGAINST THE ISSUANCE OF PARKS AND RECREATION EXTENSION AND IMPROVEMENT BONDS."

PROPOSITION NO. 4

"FOR THE ISSUANCE OF GUADALUPE STREET RAILROAD GRADE SEPARATION BONDS."

"AGAINST THE ISSUANCE OF GUADALUPE STREET RAILROAD GRADE SEPARATION BONDS."

5. A copy of this ordinance, signed by the Mayor of said City, and attested by the City Clerk shall serve as proper notice of said election. Notice shall be given in accordance with Article 704, Revised Civil Statutes of Texas, of 1925, as amended. The Mayor is authorized and directed to have a copy of said notice posted at the City Hall in said city and at each of the voting places in said city, not less than fifteen (15) days prior to the date fixed for holding said election. He shall also cause said notice to be published on the same day in each of two successive weeks in the Commercial Recorder, a newspaper of general circulation published within the City of San Antonio, the date of the first publication to be not less than fourteen (14) days prior to the date set for said election. Except as otherwise provided in said Article 704, as amended, the manner of holding said election shall be governed by the laws governing general elections.

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



11-02-01	1-01	3,314.70	
46-07-02	6-01	<u>1,657.35</u>	\$79,365.46

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 160

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF HOBBS TRAILERS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH TEN REFUSE COLLECTION UNITS FOR A TOTAL OF \$25,200.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Hobbs Trailers, dated December 5, 1960 to furnish the City of San Antonio, Department of Public Works with ten Hyd-Pak refuse collection units for a total of \$25,200.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-04.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 161

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SPENCER BROTHERS EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ONE J. I. CASE TRACTOR FOR A TOTAL OF \$2,034.85.

\* \* \* \* \*

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

1. The attached low qualified bid of Spencer Brothers Equipment Company, dated November 25, 1960 to furnigh the City of San Antonio, Department of Parks and Recreation - San Jose Burial Park with one J. I. Case, Model 440 Tractor for a total of \$2,034.85 is hereby accepted.
2. Payment to be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-03-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 162

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TEXAS GUN CLINIC TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN REVOLVERS FOR A TOTAL OF \$1,630.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Texas Gun Clinic, 2518 Oakdale, Houston, Texas, dated December 16, 1960, to furnish the City of San Antonio, Police Department with forty revolvers, Smith & Wesson, #10, 38 M&P for a total of \$1,630.00, less 2% is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Department of Police, Account No. 07-03-03.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED This 22nd day of December, 1960.

J. EDWIN KUYKENDALL, MAYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 163

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF PAUL L. BOSTOW TO PAINT (MATERIALS & LABOR) TWO METAL BRIDGES IN THE JOSKE AREA OF BRACKENRIDGE PARK FOR THE CITY OF SAN ANTONIO FOR A TOTAL OF \$1,130.00

\* \* \* \* \*

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

- 1. The attached low qualified bid of Paul L. Bostow, dated November 25, 1960 to paint (furnish materials and labor) two metal bridges in the Joske area of Brackenridge Park, for the City of San Antonio for a total of \$1,130.00 is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Department of Parks and Recreation, Account No. 11-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 164

AMENDING PARAGRAPH 32 OF THE STANDARD CITY CONSTRUCTION CONTRACT TO REDUCE THE RETAINAGE FEE FROM 15% TO 10%.

\* \* \* \* \*

WHEREAS, it is the recommendation of the Director of Public Works that the retainage fee provided in Paragraph 32 of the Standard City Construction Contract be reduced from 15% to 10%; NOW, THEREFORE:

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

- 1. Paragraph 32 of the Standard City Construction Contract used in all public works contracts is hereby amended to read as follows:

Paragraph 32

Monthly estimates. During the early part of each month as the work progresses said Engineer of the City shall make an estimate of the value of the materials wrought into the work and the labor performed during the preceding month, and the City shall thereupon, about the middle of each month make payments to Contractor of monthly installments based upon such estimates in a sum equivalent to 90 per cent of each such monthly estimate; provided, however, that whenever said Engineer shall be of opinion that the value of such labor and materials during the previous month amounts to less than One Thousand (\$1,000.00) Dollars, then he shall not be required to make or certify such monthly estimate, but may in his discretion do so whenever in his opinion the value of such labor and materials since the last previous estimate may amount to One Thousand (\$1,000.00) Dollars. The remaining 10 per cent of the estimated value of such labor and material upon each such estimate shall be held by the City until the final settlement hereinafter provided

for; provided further that neither the sureties on any bond of Contractor nor any other person shall base any action or defense upon the fact that the City may have paid to Contractor at any time an amount exceeding the percentage above agreed to be paid on such monthly estimates; but the payments of such installments shall be held to be payments on account of the contract sum and the certificates or estimates of the Engineer upon which such monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid, and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided, in case it should appear that too much had been paid to the Contractor during the progress of the work.

2. PASSED AND APPROVED this 22nd day December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 165

ACCEPTING THE LOW BID OF SLOVAK BROS., INC., IN THE AMOUNT OF \$333,576.26, FOR CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 85; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT: APPROPRIATING THE SUM OF \$333,576.26 OUT OF FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BOND SERIES 1957, PAYABLE TO SLOVAK BROS., INC., FOR SAID PROJECT; AND APPROPRIATING THE SUM OF \$10,000.00 OUT OF FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BOND SERIES 1957 FOR USE AS A CONSTRUCTION CONTINGENCY ACCOUNT ON THIS PROJECT.

\* \* \* \* \*

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

1. The low bid of Slovak Bros., Inc., in the amount of \$333,576.26, for the construction of Storm Drainage Project No. 85, is hereby accepted.

2. The City Manager is authorized to execute the standard City construction contract with Slovak Bros., Inc., P. O. Bos 5096, Corpus Christi, Texas, for the work of the project mentioned in Paragraph 1 above.

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

4. The following sums are hereby appropriated out of Fund No. 479-13, Storm Drainage Improvement Bond Series 1957, in connection with the contract authorized in Paragarph 2 above:

- a. \$333,576.26, payable to Slovak Bros., Inc.
- b. \$10,000.00 to be used as a Construction Contingency Account, payable to Slovak Bros., Inc.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 166

APPROPRIATING \$5,399.99 FROM SEWER RENTAL PLEDGED FUND NO. 204 PAYABLE TO M. R. MITCHELL & ASSOCIATES FOR SERVICES IN CONNECTION WITH ALAZAN-APACHE CREEK SEWER RELOCATIONS.

\* \* \* \* \*

WHEREAS the City entered into a 50-50 participation agreement with the San Antonio River Authority for the reconstruction of existing sanitary sewer facilities along River Authority projects; and,

WHEREAS, only a portion of the engineering fee to M. R. Mitchell and Associates has been heretofore appropriated; NOW, THEREFORE:

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

1. The additional sum of \$5,399.99 is hereby appropriated out of Sewer Rental Pledged Fund No. 204, payable to M. R. Mitchell and Associates for engineering services in connection with the Alazan-Apache Creek Sewer Relocations.

2. This appropriation together with the total completed cost of the mentioned sewer relocations will be financed on a 50-50 participation basis between the City and the San Antonio River Authority.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 167

*Repealed  
Ord 36741  
8/15/68*

APPROPRIATING \$4,810.00 FROM THE NAMED FUNDS FOR THE PURCHASE OF CERTAIN PARCELS OF LAND, ACCEPTING THE DEDICATION OF AN ADDITIONAL PARCEL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUIT-CLAIM DEED TO A PARCEL OF SURPLUS PROPERTY OWNED BY THE CITY, ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

\* \* \* \* \*

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

1. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 Account No. 479-13 for the acquisition of Storm Drainage Project 58A.

a. \$2,750.00 payable to the Commercial Abstract and Title Company as escrow agent for A. Armenante for fee title to all of Lots 8 and 9, Block 55, New City Block 3655, Lakeview Addition, lying and being situated within the corporate limits of the city of San Antonio, Bexar County, Texas, Parcel Nos. 3984 and 3985.

b. \$1,262.00 payable to the Commercial Abstract and Title Company as escrow agent for Eugene Herrera, Jr., and wife, Beatrice Herrera, for a permanent easement to the Western section of Lot 23, New City Block 9256, Stephenson Heights Addition, Unit 2, City of San Antonio, Bexar County, Texas, Parcel 4082.

c. \$148.00 payable to the Commercial Abstract and Title Company as escrow agent for Santos F. Gonzales and wife, Frances Gonzales for a permanent easement to a small triangular tract off the northeast corner of Lot 17, New City Block 8893, Cenizo Park Addition, City of San Antonio, Bexar County, Texas, Parcel 4054.

d. \$550.00 payable to Commercial Abstract and Title Company as escrow agent for G. Barenblat for a triangular tract off the southwest corner of Lot 7, New City Block 8891, Cenizo Park Addition, City of San Antonio, Texas, and authorizing the City Manager to execute a Quitclaim Deed to the East 15 feet of Lot 7, New City Block 8891, to G. Barenblat as further consideration for the above described property, Parcel 4064 and 4066.

2. \$100 is hereby appropriated out of Sanitary Sewer Improvement and Extension Bonds, 1957 #479-14, payable to Alamo Title Company as escrow agent for Willie W. Benavides and wife, Teresa A. Benavides for a parcel of land out of a tract of land known as Lot 8, New City Block 11168, San Antonio, Bexar County, Texas, Parcel 3564-A.

3. The City of San Antonio hereby accepts the dedication of a tract of land out of Lots 1, 7 and 8, New City Block 7457, San Antonio, Bexar County, Texas, from the Sisters' Servants of the Holy Ghost and Mary Immaculate, to be used for public purposes, including a right-of-way for utilities, Parcel 3023.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 168

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF

PROPERTIES FOR AIRPORT EXPANSION PROJECT, OUT-FALL SEWER OF MITCHELL LAKE, CENTRAL SECTION EXPRESSWAY PROJECT, AND RITTIMAN ROAD BRIDGE PROJECT.

\* \* \* \* \*

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

1. The following sum is hereby appropriated out of International Airport Construction Fund #803-02, Federal Airport Aid Project 9-41-080-5709, in payment for statement attached hereto:

COMMERCIAL ABSTRACT AND TITLE COMPANY  
 300 Gunter Building  
 San Antonio 5, Texas.....the sum of- \$ 38.00  
 for title company charges on Parcel #2545.

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

ALAMO TITLE COMPANY  
 201 West Travis Street  
 San Antonio 5, Texas.....the sum of- \$ 37.05  
 for title company charges on Parcel #3551.

ALAMO TITLE COMPANY  
 201 West Travis Street  
 San Antonio, Texas .....the sum of- \$ 42.25  
 for title company charges on Parcel #3557.

3. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund #479-13, Rittiman Road Bridge Project, in payment for statement attached hereto:

GUARDIAN ABSTRACT AND TITLE COMPANY  
 626 Petroleum Commerce Building  
 San Antonio, Texas.....the sum of- \$ 15.00  
 for title search only on Parcel 3824.

4. The following sum is hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Fund #478-01, Expressway Central Section Project, in payment for statements attached hereto:

FRED HUNTRESS, Clerk of County Court At Law #2  
 Bexar County Court House  
 San Antonio 5, Texas.....the sum of- \$ 21.40  
 for court costs on Parcel No. 57.

5. PASSED AND APPROVED this 22nd day of December, A.D., 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
 City Clerk

AN ORDINANCE 29, 169

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

\* \* \* \* \*

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

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

<u>BIDDER</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
Robert Maddox	3979	4118 W. Salinas	\$1,333.75
G. W. Preston	3980	4123 W. Salinas	728.00
M. D. Crane	3987	3620 Morales	1,407.00
G. W. Preston	4075	2547 Menchaca	126.00

Buyer shall have thirty (30) days from date hereof to remove the above improvements and clear the lot. Fences, water wells and casings (if any) are excepted from this sale.

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

<u>Bidder</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Amount of Bid</u>
Ernest Holub	3981	4119 W. Salinas	\$ 147.10
Ernest Holub	3986	3622 Morales	132.60
Ernest Holub	4067	3538 W. Poplar	11.26

Buyer shall have thirty (30) days from date hereof to remove the above improvements and clear lots. Fences, water wells and casings (if any) are excepted from this sale.

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

4. This ordinance makes and manifests a Bill of Sale to the successful bidder named in Paragraphs #1 and # 2 hereof to the buildings on which he was successful bidder; subject however, to the conditions contained in the advertisements for the bids and of the proposals of the successful bidder submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraphs #1 and #2. Time is of the essence of these sales, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

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

NONE.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 171

AUTHORIZING THE PLACEMENT OF MUNICIPAL ADVERTISING IN NATIONAL PUBLICATIONS; AUTHORIZING PAYMENT OF \$15,386.00 OUT OF ACCOUNT #19-02-01 TO CLAUDE ANIOL AND ASSOCIATES IN CONNECTION THEREWITH; AND AMENDING ORDINANCE #28766.

\* \* \* \* \*

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

1. Payment of \$15,386.00 out of Account #19-02-01 to Claude Aniol and Associates, for the placing of municipal advertising in certain national publications is hereby authorized as follows:

February	1/2 page ad with extra color, National Geographic magazine	\$ 5515.00
March	1/4 page, March 20, Life in Mexico magazine	405.00
	1 page, Texas Outlook magazine	250.00
March through July	Five 4" ads in Travel Directory @ 360, Sunset magazine	1800.00
April	1/4 page, National Geographic magazine	2415.00
	10" ad, Holiday magazine	1288.00
	1/4 page ad, Instructor magazine	375.00
	1/4 page ad, Life in Mexico magazine	405.00
	1/3 page, Popular Photography magazine	1240.00
May	10" ad, Holiday magazine	1288.00
	1/4 page, Life in Mexico magazine	405.00
TOTAL		\$15,386.00

2. Paragraph 1(3) of Ordinance 21766 passed and approved July 28, 1960 is hereby amended to correct an error in the payee named to receive payment for the preparation of special invitations to the World Premiere of the motion picture "The Alamo" and said paragraph 1(e) shall read as follows:

"1(e). Payment of the following sums to the named parties out of Account No. 19-01-01 in connection with the preparation of special invitations to the world premiere of "The Alamo" is hereby authorized:

- (a) \$564.27 payable to Pitluck Advertising Agency.
- (b) \$630.00 payable to Clarke Printing Company.

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

J. EDWIN KUYKENDALL, M AYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 170

PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED DECEMBER 22, 1960 BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT(S) AT THE LOCATION(S) SHOWN ON EXHIBIT 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SAN ANTONIO, PROVIDING FOR THE EXECUTION OF SAID AGREEMENT, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

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

SECTION 1. That the certain agreement dated December 22, 1960 between the State of Texas and the City of San Antonio, for the installation, construction, existence, use, operation, and maintenance of vertain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of San Antonio, be and the same is hereby approved, and the City Manager is hereby authorized to execute said agreement on behalf of the City of San Antonio, and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of thepublic peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 172

AUTHORIZING PAYMENT OF AN ADDITIONAL \$613.50 TO RUDD & WISDOM, CONSULTING ACTUARIES, FOR SERVICES IN CONNECTION WITH THE PREPARATION OF A REPORT ON THE FINANCIAL CONDITION OF THE FIREMEN AND POLICEMEN'S PENSION FUND.

\* \* \* \* \*

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

1. Payment of the additional sum of \$613.50 to Rudd and Wisdom, Consulting Actuaries, for additional services in the preparation of a report on the financial condition of the Firemen and Policemen's Pension Fund is hereby authorized from General Fund Account No. 50-07-01.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AGREEMENT

Ordinance 29,170

STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT, made this 22nd day of December, 1960, by and between the State of Texas, hereinafter called the "State," Party of the First Part; and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an Ordinance passed the 22nd day of December, 1960, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation of highway traffic signal(s) by Ordinance passed on the 22nd day of December, 1960, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City:

A G R E E M E N T :

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

1. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signal(s), and supervise construction.
2. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on plans and described in specifications attached hereto, marked EXHIBIT 2 and made a part hereof.
3. The City will operate and maintain the highway traffic signal(s) upon completion of the installation(s) by the State.
4. The City will pay all power costs for operating the signal(s).
5. The City will obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the installation(s).
6. The City will return any and all parts of said highway traffic signal installations to the State should it (they) be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.
7. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).
8. In the event the terms of this Agreement are in conflict with the provisions of any other existing Agreements and/or Contracts between the City and the State, this Agreement shall take precedence over the other Agreements and/or Contracts.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the date above stated.

ATTEST: J. Frank Gallagher  
City Clerk

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

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: /s/ J. A. Wallin  
Chief Engineer of Maintenance  
Operations

APPROVED AS TO FORM:

/s/ Carlos C. Cadena  
/s/ Arthur C. Troilo, Jr.  
General Attorneys for the City

RECOMMENDED FOR APPROVAL:

/s/ R. O. Lytton  
District Engineer  
  
/s/ M. V. Greer  
Engineer of Traffic

EXHIBIT 1

LOCATION (S)

Intersections of I.H. 35 with Division Avenue, Southcross Blvd., and Loop 13 (Military Dr.)

EXHIBIT 2

Maps

AN ORDINANCE 29, 173

AUTHORIZING THE PAYMENT OF THE SUM OF \$600.00, OUT OF SEWER RENTAL PLEDGED FUND NO. 204, TO REIMBURSE CERTAIN INDIVIDUALS FOR THE SEWER CONNECTION FEE THEY PAID TO BUSBY THE BUILDER, INC.

\* \* \* \* \*

WHEREAS, Busby the Builder, Inc., is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by Busby the Builder, Inc., and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby the Builder, Inc., for said connection, NOW, THEREFORE:

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

1. The sum of \$600.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund No. 204, to reimburse the following named parties for the fee they paid Busby the Builder, Inc., for a sanitary sewer connection:

- a. \$225.00 payable to Grimsinger Plumbing and Heating, 8826 Broadway, San Antonio, Texas.
- b. \$75.00 payable to T. Maxey Hart, 321 Sunset Road, San Antonio, Texas.
- c. \$75.00 payable to S. W. Hayes, 244 E. Sunset Road, San Antonio, Texas.
- d. \$75.00 payable to Col. George R. Capp, 219 E. Sunset Road, San Antonio, Texas.
- e. \$75.00 payable to T. R. Sandoz, 206 E. Sunset Road, San Antonio, Texas.
- f. \$75.00 payable to D. A. Graham, 381 E. Sunset Road, San Antonio, Texas.

2. PASSED AND APPROVED This the 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 174

AUTHORIZING THE TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO TO SELL SIXTEEN SURPLUS BUSES AND DECLARING AN EMERGENCY.

\* \* \* \* \*

WHEREAS, the Transit Board of Trustees of San Antonio has, pursuant to Section 802 of the Trust Indenture between the City of San Antonio and the National Bank of Commerce of San Antonio, Trustee, dated as of March 1, 1959, securing City of San Antonio, Texas, Transit System Revenue Bonds, Series 1959, determined that the following buses are not necessary, appropriate, profitable to or for the best interest of the Board and the System, or adapted to the proper operation and maintenance of the System, and that the sale of said buses would not constitute the sale or disposal of all or substantially all of the System, and has authorized the sale of said buses and has requested the City Council of San Antonio to authorize said sale:

- Ten (10) 32-passenger Model No. C36, ACF-Brill buses acquired April, 1947;
  - Four(4) 33-passenger Model No. 8MB, Marmon Harrington buses acquired March, 1951; and
  - Two (2) 44-passenger Model No. 798, White buses acquired March, 1944;
- and

WHEREAS, the City Council of San Antonio has determined, pursuant to said Section of said Trust Indenture, that the above-described buses are not necessary, appropriate, profitable to or for the best interest of the Board and the System, or adapted to the proper operation and maintenance of the System, and that the sale of said buses would not constitute the sale or disposal of all or substantially all of the system;

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

SECTION 1. That the Transit Board of Trustees of San Antonio be, and it is hereby, authorized to sell the following buses:

Ten (10) 32-passenger Model No. C36, ACG-Brill buses acquired April, 1947;

Four (4) 33-passenger Model No. 8MB, Marmon Harrington buses acquired March, 1951; and

Two (2) 44-passenger Model No. 798, White buses acquired March, 1944.

SECTION 2. That by reason of the necessity for the sale of said buses as soon as practicable, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon enactment and it is so enacted.

ADOPTED AND APPROVED on December 22, 1960.

J. FRANK GALLAGHER, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 175

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

\* \* \* \* \*

WHEREAS, the City Manager or his duly authorized representative, the Finance Director or his duly authorized representative, and the City Attorney or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio and as a result thereof, it appears to the satisfaction of said officers appearing 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 its general powers and also by authority granted Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW, THEREFORE,

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

That the Tax Assessor and Collector is hereby authorized and directed to make the following corrections and adjustments pertaining to certain assessments and taxes appearing on the rolls and he is further authorized and directed to accept the amounts indicated as full payment for the taxes involved. 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 becomes necessary.

OWNER - Aguirre and Son, Manuel - 1959 - Acct. No. A2-4156-0100 Personal property taxes in the amount of \$12.00 were erroneously charged against the foregoing named persons in 1959 whereas the correct figure should have been \$9.60 and our records should be adjusted accordingly.

OWNER - Alamo City Pharmacy - 1956 and 1957 - Acct. No. A-4219 The former owner of the foregoing named concern is deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - Alamo City Plumbing Company - 1956 - Acct. No. A-4220 The former owner of the foregoing named concern is deceased leaving no known assets and it is recommended that the personal property assessment involved be deleted from the delinquent tax roll.

OWNER - Alder, Stanley E. - 1959 - Acct. No. Ao-4343-0100 The foregoing named person did not own any personal property subject to taxation in 1959 and the assessment pertaining to same in the amount of \$6.46 should be deleted from the roll.

OWNER - Alexander, Apts. - 1955 through 1959 - Acct. No. A-4343 The former owner of the foregoing named concern is now deceased leaving no known assets and it is recommended that the personal property assessments involved in the amount of \$9.84 be deleted from the delinquent tax roll.

OWNER - Alexander, Apts. - 1956 through 1959 - Acct. No. A-4344 The former owner of the foregoing named concern is deceased leaving no known assets and it is recommended that the personal property assessments involved in the amount of \$23.64 be deleted from the delinquent tax roll.

OWNER - ANvil Craft Wrought Iron Shop - 1955 through 1957 - Acct. No. 4519-6000 The former owner of the foregoing named concern is deceased with no known assets remaining and it is recommended that taxes in the amount of \$2.94 for the years involved be deleted from the delinquent roll.

OWNER - Estate of Stephen M. Applewhite - 1953 through 1959 - Lot 2, Blk. 2, NCB 3035 - Account No. 48-503 As a result of a reinspection of the foregoing described property by a City Building Appraiser, it is recommended that additional depreciation be allowed in computing the assessed valuation due to age and condition of the improvements resulting in a reduction of taxes from \$836.44 to \$810.25.

OWNER - Arispe, Richard - 1955, 1956 & 1957 - Acct. No. AO-4548-0100 Personal property taxes in the amount of \$30.49 were erroneously charged against the foregoing named person for the years involved and the same should now be deleted from the delinquent roll.

OWNER - Austin, E. A. - 1959 - 1 Tr. 100' x 80' out of A13, NCB A17 - Acct. 3-239 The foregoing described property was acquired by the San Antonio River Authority for flood control purposes on May 13, 1959, and taxes assessed against the same for that year should be deleted from the roll.

OWNER - Aviation Ice Station - 1956 - Acct. No. AO 4670-0000 Personal property taxes in the amount of \$13.40 were erroneously assessed against the foregoing named concern in 1956 and the assessment pertaining to same should be deleted from the roll.

OWNER - Bancraft Mfg. and Eqpt. Co. - 1955 and 1956 - Acct.No. 4769-1000 The foregoing named concern ceased operations in 1954 and the personal property assessment for the years involved in the amount of \$7.84 should be deleted from the delinquent roll.

OWNER - Barnes, W. H. - 1959 - Acct. No. BO 4792 The foregoing named person did not own any personal property subject to taxes in 1959 and therefore the assessment pertaining to same in the amount of \$6.78 should be deleted from the roll.

OWNER - Ofilea Bermea (Pedro C. & Ophelia B. Garza) - 1953 through 1959 - Lot 12, Blk. 29, NCB 3628 - Acct. No. 57-426 The foregoing described property is located in the Edgewood Independent School District; however, through error the San Antonio Independent School District taxes were assessed against the same for the years involved and should now be deleted from the roll. Taxes in the amount of \$125.68 are to be collected.

OWNER - Bexar County - 1953 RA - W. 15' of Lots 76-77 (Widening Broadway to 80') NCB 11886 Acct. No. 596-3220 The foregoing described property was acquired in 1946 for highway purposes and taxes erroneously assessed against the same for the year involved should be deleted from the roll.

OWNER - Bijou-San Antonio Corp. - 1959 - Lot 3, Blk. 2, NCB 587 - Acct. No. 9-2602 1959 taxes were paid on the foregoing described property on September 20, 1960; however, through error the same remained on the delinquent roll and should now be deleted therefrom.

OWNER - Bijou-San Antonio Corp. - 1959 - Acct. No. BO-5037 1959 taxes were paid on the foregoing described personal property on September 20, 1960; however, through error the same remained on the delinquent roll and should now be deleted therefrom.

OWNER - Bill's Place - 1956 - Acct. No. BO 5045-0040 The former owner of the foregoing named concern is deceased with no known assets remaining in the estate and it is recommended that personal property taxes in the amount of \$22.97 be deleted from the roll.

OWNER - Boy's Club of San Antonio - 1948 through 1959 - E. Tri. Pt. of S. Pt. of NCB 9560 Blk. 190 - NCB 9560 - Acct. No. 120-3820 The legal description of the foregoing described property is in error on the tax roll and there has been a supplement processed reflecting the correct description of the property.

OWNER - Boy's Club of San Antonio - 1948 through 1959 - W. 50' of S. Pt. - Blk. 190 - NCB 9560 - Acct. No. 120-3819 The legal description of the foregoing described property is in error on the tax roll and there has been a supplement processed reflecting the correct description of the property.

OWNER - Boy's Club of San Antonio - 1948 through 1959 - N. Tri. Pt. of Blk. - Blk. 190 - NCB 9560 - Acct. No. 120-3818 The legal description of the foregoing described property is in error on the tax roll and there has been a supplement processed reflecting the correct description of the property.

OWNER - Brooks, Charles R. & Albina G. - 1959 - W. 1/2 of 10 and 11, Blk. 15, NCB 3773 - Acct. No. 57-3832-2-2 Due to a clerical error the foregoing described property was taxed in the amount of \$107.24 for 1959 whereas the correct tax should have been \$98.52 and our assessment records should be adjusted accordingly. Taxes in the amount of \$98.52 are to be collected.

OWNER - Brook, I. - 1955 - Acct. No. BO 5316-0100 Personal property in the amount of \$8.19 were erroneously assessed against the foregoing named person in 1955 and the same should now be deleted from the delinquent roll.

OWNER - Burgess, W. C. - 1955, 1957, 1958 & 1959 - Acct. No. 5444 The foregoing named person is deceased, his estate having no known assets and it is recommended that the assessments pertaining to the personal property be deleted from the delinquent tax roll.

OWNER - Calamaco, Jesus and Micaele - 1955 - Lots 41 and 42, Blk. 18, NCB 7504 Acct. No. 521-2020 It is recommended that the taxes in the amount of \$0.59 be cancelled from the delinquent tax roll for the fiscal year 1955 as this is in error. The amount of taxes for 1955 should have been \$3.92 instead of \$0.59; therefore, the correct amount of taxes for 1955 has been supplemented and it is recommended that the \$0.59 be cancelled.

OWNER - Canales, Pablo - 1956 - S. Irr. 57' of S. W. 1/4 of Tract C, NCB 8672 Acct. No. 542-1791-2-2 The 1956 taxes of the foregoing described property were paid on December 3, 1958, however, through error the same remained on the delinquent roll and should now be deleted therefrom.

OWNER - Carter, Mr. Claude J. - 1955 and 1956 - Acct. No. C-5705 The foregoing named person is deceased with no known assets remaining and it is recommended that personal property taxes in the amount of \$13.95 be removed from the delinquent roll.

OWNER - City of San Antonio - 1959 - W. Irr. 16.53' of 2, Blk. 1, NCB 1174 - Acct. No. 18-1405-9-1 The foregoing described property was acquired by the City of San Antonio for expressway purposes and taxes for 1959 should be prorated. Taxes in the amount of \$16.00 are to be collected.

OWNER - City of San Antonio The following described properties have been acquired by the City of San Antonio for public purposes and taxes for the years indicated should be deleted from the delinquent roll.

Lots 10, 11, 12 of Red 22, 23, 24, Blk. 2, NCB 311 - 1955 - Acct. No. 6-2027  
 Lots 10, 11, 12 of Red 22, 23, 24, Blk. 2, NCB 311, 1956 through 1959 - Acct. No. 6-2027  
 E. 56.8' of W. 112.9' of 2, Arb. A7, Blk. 6, NCB 313 - 1955 - Acct. No. 6-2093  
 E. 56.8' of W. 112.9' of 2, Arb. A7, Blk. 6, NCB 313 - 1956 through 1959 - Acct. No. 6-2093  
 W. 70.2' of N. 42.8' or Red G, Glk. 6, NCB 313 - 1956 through 1959 - Acct. No. 6-2111  
 D10 Rear of 526 W. Cevallos, NCB 918 - 1950 through 1954 - Acct. No. 15-1382  
 D10 Rear of 526 Cevallos, NCB 918 - 1955 through 1959 - Acct. No. 15-1382  
 SW 34.6' of Cir. 6 Arb. A14, NCB 919 - 1950 - Acct. No. 15-1406  
 SW 34.6' of Cir. 6 Arb. A14, NCB 919 - 1951 through 1959 - Acct. No. 15-1406  
 A-6 Exc. S. E. Tri. 27.5' by 42', NCB 1761 - 1950, 1951, and 1952 - Acct. No. 27-2497  
 W. 16 2/3' of 19 & E. 15.75; Tri. of 20, Blk. 1, NCB 3904 - 1956 and 1957 - Acct. No. 60-1739-2-2  
 S. 27.5' of Lot 30, Blk. 7, NCB 6318 - 1928 through 1940 - Acct. No. 63-1860  
 1 Strip 55.6' by 227.5' between NCB 6325 & 6326, Extension of Ave. "A", NCB 6325 - 1937 and 1938 - Acct. No. 63-2520  
 Lot 20, Blk. 11, NCB 8965 - 1956 through 1959 - Account No. 548-2051  
 E. 5' of 18, Blk. 15, NCB 9235 - 1952 - Acct. No. 117-842  
 Lot 1, Blk. 7, NCB 9774 - 1950 - Acct. No. 123-3011  
 All of Block, Blk. 24, NCB 10143 - 1951 - Acct. No. 129-2450  
 Lot 34, Blk. 17, NCB 10253 - 1952 - Acct. No. 132-1123  
 Lots 7 and 34, Blk. 18, NCB 10254 - 1952 - Acct. No. 132-1136 & 132-1162  
 N. 13' of 12, Blk. 25, NCB 10706 - 1957 and 1958 - Acct. No. 138-1865-2-2  
 E. Irr. 307.5' of W. 1249' of Blk. 58 (1.7165 Ac.), Blk. 58, NCB 11104 - 1959 - Acct. No. 584-189  
 Lot I (1.26 Ac.), NCB 12117 - 1956 - Acct. No. 602-374  
 "G" (3.62 Ac.), NCB 12174 - 1958 and 1959 - Acct. No. 602-1007

OWNER - City Water Board - 1954, 1955 and 1956 - Lot 6, Blk. 25, NCB 11595 - Acct. No. 593-1516 The foregoing described property is owned by the City Water Board and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the delinquent roll.

OWNER - Conroy, Frank L. - 1953 through 1959 - S. 240.37' of 5 A, NCB 11160, Acct. No. 584-2207-9-2 Through error the foregoing described property has been double assessed for the years involved and our records should be corrected to reflect a single assessment.

OWNER - Couch, E. L. - 1955 - Acct. No. 6227-5000 The enforced collection of the foregoing personal property taxes is barred by the statute of Limitations (Article 7298) It is recommended by the Tax Attorney that said taxes be deleted from the delinquent roll.

OWNER - Cruz, Robert B. - 1956 - Acct. No. 6328-100 The foregoing named person did not own any personal property subject to taxation in 1956 and taxes erroneously assessed against him in the amount of \$4.79 should be deleted from the delinquent roll.

OWNER - Cupples Corp. - 1958 - Lot 1, Blk. 4, NCB 11365 - Acct. No. 590-1919 The foregoing described property consists of a vacant lot; however, through error an improvement valuation was assessed against the same in 1958 and should now be deleted from the delinquent roll. \$1.57 are to be collected.

OWNER - D and O Paint Co. - 1957 - D-6376-100 The foregoing named concern was not in business on June 1, 1957, and the personal property assessment for the year 1957 should be deleted from the delinquent roll.

OWNER - Diamond Camera Inc. - 1957 and 1959 - Acct. No. DO 6608-0200 The foregoing named concern is no longer in operation and all assets have been disposed of. It is recommended that personal property taxes for the years involved be deleted from the roll as they are deemed to be uncollectible.

OWNER - Dickey's Grocery and Market - 1957, 1958 and 1959 - Acct. No. D-6624-100 The foregoing named business ceased operation prior to June 1, 1957 and assessments for the years involved should therefore be deleted from the delinquent roll.

OWNER - Dickson, Joe - 1955 through 1958 - Acct. No. D-6632 We are unable to determine that personal property involved was located within the corporate limits of the City of San Antonio and it is therefore recommended that assessments pertaining to same be deleted from the delinquent roll.

OWNER - Eckert Motor Co. - 1955 through 1958 - Acct. No. 6874-150 and 6874-152 The owner of the foregoing named concern is deceased leaving no known assets and it is recommended that personal property assessments for the years involved be deleted from the delinquent roll.

OWNER \_ Edgewood Independent School District - 1959 - Lot 8, Blk. 3, NCB 7471, Acct. No. 521-1204 The foregoing described property is owned by the Edgewood Independent School District, a governmental agency, and not subject to taxation. Taxes assessed against the same for 1959 should be deleted from the delinquent roll.

OWNER \_ Edgewood Independent School District - 1959 - Lots 1, 2 and 3 and 11, Blk. 6, NCB 7474 - Accts. 521-1271 and 521-1272 and 521-1280 The foregoing described property is owned by the Edgewood Independent School District, a governmental agency, and not subject to taxation. Taxes assessed against the same for 1959 should be deleted from the delinquent roll.

OWNER - Electric Equipment Company - 1958 - Acct. No. 6990-5002 The foregoing named concern was adjudged bankrupt under cause number 2399. It is recommended by the Tax Attorney that personal property assessment for 1958 be deleted from the delinquent roll.

OWNER - Gans, A. H. - (San Antonio River Authority) - 1919 through 1959 - Lots 16 and 17, Blk. 3, NCB 1773 - Acct. No. 27-2696 The foregoing described is owned by the San Antonio River Authority and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the delinquent roll.

OWNER - Gans, A.H. - 1955 through 1959 - S. 17' of W. Irr. 115' of 5 & W. Irr. 112' of 6, Blk. 3, NCB 3084 - Acct. No. 48-1525 As a result of a reinspection of the improvements located on the foregoing described property by a City Building ~~Inspector~~ Appriaser, it is recommended that the assessed valuation thereof be reduced from \$3220 to \$2920 for the years involved. Taxes in the amount of \$465.75 are to be collected.

OWNER - George, L. C. - 1959 - N. 50' of E. 165' of 15, NCB 11210 - Acct. No. 587-304 The foregoing described property has been acquired by the State of Texas for highway purposes and taxes assessed against the same ~~of~~ for 1959 should be deleted from the roll.

OWNER - Greenberg, Phil - 1956 and 1957 - Acct. No. 8026-2000 Personal property assessed under account number 8026-2000 consisting of apartment furniture was sold in 1955. Subject assessments for the years 1956 and 1957 should therefore be deleted from the delinquent roll.

OWNER - Harlandale School District (John A. Warzeka) - 1948 through 1956 and 1957 through 1959 - Lot 51, NCB 7904 - Acct. No. 527-2762 The foregoing described property is owned by the Harlandale Independent School District and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the roll.

OWNER - Harlandale Independent School District (Adams, C. W. Sr.) - 1957 through 1959 - Lots 1 through 20, Blk. 343, NCB 9454 - Acct. No. 557-1197 The foregoing described property is owned by the Harlandale Independent School District and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the roll.

OWNER \_ Hernandez, Fortunato and Elvira - 1956 - N. 161.4' of 10, NCB 7915 Acct. No. 527-3097 1956 taxes in the amount of \$1.76 pertaining to the above described property was paid on May 27, 1957; however, the same remained on the delinquent roll and should now be removed therefrom.

OWNER - Highlander Cafeteria, Inc. - 1958 and 1959 - Acct. No. 8528 1958 and 1959 personal property assessments of the foregoing named concern were erroneously based on the full book value without allowance for obsolescence or depreciation. It is therefore recommended by the Tax Office that said taxes be reduced from \$1,722.18 to \$1,246.77.

OWNER - Housing Authority of San Antonio - 1939 - Lots 11 through 30, Blk. 5, NCB 2109 - Acct. No. 33-2073 The foregoing described property is owned by the Housing Authority of San Antonio and is not subject to taxation. Taxes erroneously assessed against the same in 1939 amounting to \$3.74 should be deleted from the delinquent roll.

OWNER - Intrigue - 1959 - Acct. No. IO 8831-0200 The former operator of the foregoing named tavern is no longer in the City of San Antonio and it is recommended by the Tax Attorney that personal property taxes assessed against him in 1959 in the amount of \$14.54 should be deleted from the roll.

OWNER - Johnson, Judson D. - 1957, 1958 and 1959 - Acct No. JO 9044-5004 Personal property taxes for the years involved in the amount of \$38.44 were erroneously assessed against the foregoing named persona and should be deleted from the roll.

OWNER - Kaine, David Co. - 1959 - Acct. No. KO 9137-1100 The personal property involved is not located within the San Antonio Independent School District and school taxes erroneously assessed against the same for 1959 should be deleted from the roll.

OWNER - Laurie Beauty Shop, Anne - 1958 and 1959 - Acct. No. LO 9618-0100 As a result of an inspection of the personal property involved by a City Appraiser, it is recommended that the assessed valuation thereof for the years 1958 and 1959 be established at \$520 and taxes to be accordingly. Taxes in the amount of \$33.39 are to be collected.

OWNER - Little Brown Jug, The - 1955 through 1959 - Acct. No. 9818-100 The former owner of the foregoing named concern is deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - MacKay, James - 1955 through 1958 - Acct. No. 10027-100 We were unable to obtain service of citation on the foregoing named person and his present whereabouts is unknown. It is recommended that the delinquent personal property taxes for the years involved in the amount of \$21.05 be deleted from the delinquent roll.

OWNER - Majestic Building Office - 1955 through 1959 - Acct. No. 10081-5002 Personal property involved has been double assessed under Account Nos. 10081-5002 and 8827; therefore, our records should be corrected to reflect a single assessment.

OWNER - Martin, J. B. - 1959 - 7 through 14 & E. Tri. 14.47' of 5 and E. Irr. 47.15' of 6, NCB 6102 and Lot W. Irr. 168' of 15, NCB 6102 - Acct. Nos. 63-1808-3-3 and 63-1823 Through error the foregoing described property was double assessed in 1959 and our records should now be corrected to reflect a single assessment.

OWNER - Matyear, Martin - 1952 - Lots 6 & 7 & S. 75' of 5, Blk. 8, NCB 8278 Acct. No. 533-2307 The foregoing described property consists of a vacant lot; however, through error an improvement valuation was assessed against the same for the year 1952 and should now be deleted from the delinquent roll. Taxes in the amount of \$2.03 are to be collected.

OWNER - Morris Gulf Service Station, J. V. - 1955 - Acct. No. M6 10859-0100 Enforced collection of the 1955 personal property taxes in the amount of \$4.70 is barred by the Four year Statute of Limitations and it is recommended that the same be deleted from the delinquent roll.

OWNER - Nordhaus Company - 1957, 1958 and 1959 - Acct. No. 11177 Personal property consisting of refrigeration lockers was assessed in error to the foregoing named concern. This equipment is part of the improvement and should therefore be removed from personal property value for the years in question. Taxes in the amount of \$1,009.05 are to be collected.

OWNER - Northeast Independent School District - 1953, 1954 and 1955 - Lot 226, NCB 11823 - Acct. No. 596-1977 The foregoing described property is owned by the Northeast Independent School District and is not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the delinquent roll.

OWNER - Park Central Drug Co. - 1957 - Acct. No. PO 11456 The foregoing named concern was not in business on June 1, 1957, and personal property taxes assessed against the same for that year should be deleted from the delinquent roll.

OWNER - Rasmussen, Carl E. and Dolores - 1948 - Lot 18, NCB 8588 - Acct. No. 539-1182 It is recommended that the taxes in the amount of \$2.10 for the fiscal year 1948 be cancelled from the tax roll as a City tax certificate was issued on this property.

OWNER - Rheinehart, B. C. - 1955 through 1958 - Acct. No. 12175-100 Due to the fact the Tax Office is unable to identify the personal property assessed to the foregoing individual for the years 1955 through 1958, it is recommended that same be deleted from the delinquent roll.

OWNER - San Antonio Independent School District - 1952 through 1959 - Lots 1 through 4 and 13 through 15 and 18 through 20, Blk. 4, NCB 10258 Acct. Nos. 132-1267 through 1270 and 132-1272 through 1278 The foregoing described property is owned by the San Antonio Independent School District, a governmental agency, and not subject to taxation. Taxes assessed against the same for the years involved should be deleted from the delinquent roll.

OWNER - San Antonio River Authority - The following described properties are owned by the San Antonio River Authority and are not subject to taxation. Taxes for the years indicated are to be deleted from the delinquent tax roll.

Lot W.27' of 1 and 3, NCB 6084 - 1950 through 1957 - and 1959 - Acct. No. 63-1488

N. 14.63' & S. 10' of E. 165.65' & W. 20.65' of 6, NCB 895 and 7 Exc. B3-B4 B10-B13 & N. Pt. of B9 & S. Pt. of B14, NCB 895 and W. 21.55' of E. 165.55' of 8 & W. 64' of E. 144' of N. 26.63' of 8, NCB 895 - 1959 - Acct. Nos. 15-1141-2-1 and 15-1151 and 15-1145

W. & N. Pts. of 14, Blk. 1, NCB 2310 - 1958 - Acct. No. 36-1904

Pt. of 12, Blk. 1, NCB 2310= 1958 - Acct. No. 36-1904

Pt. of 13, Blk. 1, NCB 2310 - 1958 - Acct. No. 36-1903

Lot 12, Blk. 1, NCB 2310 - 1958 and 1959 - Acct. No. 36-1902

C12 Pt. of 2, NCB 2899 - 1959 - Acct. No. 45-1561

E. Irr. Pts. of 1, 2 and 3, Blk. 2, NCB 893 - 1958 - Acct. No. 14-1112

All of Blk. Exc. Strip 100' wide, Blk. 105, NCB 182 - 1958 - Acct. No. 3-1938

A1 & A3, Exc. SW 45 x 35 Tri. out of A1 and A4 and A5, Blk. 104, NCB 235, 1958 - Acct. No. 6-627-6-639

OWNER - San Antonio Union Junior College District (Nelson, Clarence E.) - 1959 - Lot 15, Blk. 17, NCB 1909 - Acct. No. 30-1414 The foregoing described property is owned by the San Antonio Union Junior College District and is not subject to taxation. Taxes assessed against the same for the year involved should be deleted from the roll.

OWNER - San Antonio Union Junior College District (Lula Morrison) - 1959 - Lot 10, Blk. 16, NCB 1910 - Acct. No. 30-1425 The foregoing described property is owned by the San Antonio Union Junior College District and is not subject to taxation. Taxes assessed against the same for the year involved should be deleted from the roll.

OWNER - Springfield Metallic Casket Co., Inc., The - 1959 - Acct. No. SO 13454-0001 Through error ~~the~~ the valuation of the personal property involved for 1959 was stated at \$6990 whereas the correct figure should have been \$3,900 and a reduction should be made in taxes accordingly. Taxes in the amount of \$125.97 are to be collected.

OWNER - Standard Trust Company - 1959 - W. Irr. 100' of A-66, NCB 907 - 1959 - Acct. No. 15-1295 The foregoing described property is now owned by the City Public Service Board and is not subject to taxation. Taxes assessed against the same for 1959 should be deleted from the roll.

OWNER - Standard Trust Company - 1959 - E. 85.5' of A-66, NCB 907 - Acct. No. 15-1294 The foregoing described property is now owned by the City Public Service Board and is not subject to taxation. Taxes assessed against the same for 1959 should be deleted from the roll.

OWNER - State of Texas - The following described properties are owned by the State of Texas and are not subject to taxation. Taxes assessed against the same for the years involved are to be deleted from the delinquent tax roll.

S. 60.18' of W. 5.4' of 37 or A19, Blk. 4, NCB 492 - 1956 through 1958 - Acct. No. 9-1144

Lots 4 and 5, Blk. 6, NCB 3138 - 1958 - Acct. No. 48-2759

E. 23' of 6, Blk. 6, NCB 3138 - 1958 - Acct. No. 48-2760

Lots 7, 8 & 9, Blk. 6, NCB 3138 - 1958 - Acct. Nos. 48-2762 and 2764

Lots 13 through 15, Blk. 6, NCB 3138 - 1958 - Acct. Nos. 48-2770 and 2774

Lots 16 through 18, Blk. 6, NCB 3138 - 1958 - Acct. Nos. 48-2776 and 2778

SW Irr. 27.69' of 18-B & SW Irr. 36.64' of Lot 18-C, NCB 11963 - Acct. Nos. 599-1118-2-1 and 599-1117-2-1

OWNER - State of Texas The following described properties have been acquired by the State of Texas for expressway purposes and taxes for the years indicated should be prorated

Lot 8A, NCB 11168 - 1959 - Acct. No. 584-2437 - Taxes in the amount of \$35.48 are to be collected.

NE. Irr. 162.33' of SW 748.12' of 17, NCB 11962 - 1958 - Acct. No. 599-1109-2-1 - Taxes in the amount of \$4.40 are to be collected.

W. Irr. 42.48' of 5, Blk. 2, NCB 12872 - 1959 - Acct. No. 177-1535-9-1 Taxes in the amount of \$0.96 are to be collected.

Lots 6 and 7, Blk. 9, NCB 12876 - 1959 - Acct. No. 177-1616-2-2 - Taxes in the amount of \$6.06 are to be collected.

W. 40' of 8 (0.055 Ac.), Blk. 4, NCB 12912 - 1959 - Acct. No. 177-2696-9-1 Taxes in the amount of \$6.06 are to be collected.

N. 40' of 9, Blk. 4, NCB 12912 and W. 40' of 10, Blk. 4, NCB 12912 - 1959 - Acct. Nos. 177-2970-9-1 and 177-2071-9-1 - Taxes in the amount of \$3.04 are to be collected.

E. 40' of 13, Blk. 7, NCB 12914 - 1959 - Acct. No. 177-3025-9-1 Taxes in the amount of \$2.03 are to be collected.

W. Irr. 32' of 5, Blk. 9, NCB 12916 - 1959 - Acct. No. 177-3067-9-1 Taxes in the amount of \$0.61 is to be collected.

Lots 19 and 21, Blk. 10, NCB 12935 - 1959 - Acct. Nos. 177-2754 and 177-2756 Taxes in the amount of \$28.68 are to be collected.

SE Tri. 5.75' x 20.45' of 2 & E. Irr. 22.63' of 3 & E. Irr. 39.5' of 4 (0.064 Ac.), E. Irr. 56.38' of 5, Lot 9, Blk. 20, NCB 12945 - 1959 - Acct. Nos. 177-3943-9-1, 177-3946-9-1 and 177-3954 Taxes in the amount of \$9.48 are to be collected.

Lot 8, Blk. 20, NCB 12945 - 1959 - Acct. No. 177-3953 - Taxes in the amount of \$4.75 are to be collected.

OWNER - Strayer Service Letter Shop - 1959 - Acct. No. SO 13625-0200 As a result of an inspection of the personal property involved by a City Appraiser, it is recommended that the assessed valuation for 1959 be established at \$2,380. and taxes thereon collected accordingly. Taxes in the amount of \$76.87 are to be collected.

OWNER - Syring, Oscar - 1959 - Lot A (1.75 Acs.) - NCB 10596 - Acct. No. 135-4148 The foregoing described property is not located in the San Antonio Independent School District however, through error school taxes were assessed against the same for 1959 and should now be deleted from the delinquent roll. Taxes in the amount of \$32.40 are to be collected.

OWNER - Travis Laundry and Cleaners - 1952 through 1958 - Acct. No. 14139 The foregoing named corporation was dissolved by the Secretary of State in 1956 and is without assets. It is recommended by the Tax Attorney that personal property taxes for the years involved be deleted from the roll.

OWNER - U. S. Government - 1945 through 1959 - Lot 1, Blk. 34, NCB 8051 Acct. No. 530-681 The foregoing described property is owned by the U.S. Government and is not subject to taxation. Taxes erroneously assessed against the same for the years involved should be deleted from the roll.

OWNER - U.S Government - 1945 through 1959 - Lot 13, Blk. 34, NCB 8051 - Acct. No. 530-689 The foregoing described property is owned by the U.S. Government and is not subject to taxation. Taxes erroneously assessed against the same for the years involved should be deleted from the roll.

OWNER - Vent a Hood of San Antonio - 1959 - Acct. No. VO 14419-0100 The foregoing named concern was not in business on June 1, 1959 and personal property taxes erroneously assessed against the same in the amount of \$41.99 should be deleted from the roll.

OWNER - Veterans of Foreign Wars - 1957, 1958 and 1959 - Cir. 11, Cir. 12 & N. 80' of Cir. 10 & 1 Strip ftg. on 10th St., NCB 783 - 456 - Acct. No. 9-626 As a result of a reinspection of the improvements located on the foregoing described property by a City Appraiser, it is recommended that the assessed valuation be reduced from \$17,130 to \$13,640 and taxes for the years involved be reduced accordingly. Taxes in the amount of \$1,310.79 are to be collected.

OWNER - Wabash Cafe (Grace Long) - 1957 and 1958 - Acct. No. 14507-100 The foregoing named business ceased operations in 1956 and should therefore be removed from the delinquent roll for the years 1957 and 1958.

OWNER - Waiters, Rufus - 1950 through 1957 - Acct. No. 24-1645 E $\frac{1}{2}$  of 5, Blk. 3, NCB 1519 The foregoing described property has been double assessed for the years involved and our records should be corrected to reflect a single assessment.

OWNER - Williams, Dr. Philip T. Jr. - 1959 - Acct. No. WO 14823-5100 The foregoing described property has been double assessed for the years involved and our records should be corrected to reflect a single assessment.

OWNER - The following named concerns have either changed hands or gone out of business and the whereabouts of the former owners is unknown. It is recommended that personal property taxes for the years involved be deleted from the delinquent roll as they are deemed to be uncollectible:

AAA Motor Sales - 1956 - Acct. No. A-4016  
 A & B Fixit Shop - 1955, 1956 & 1957 - Acct. No. A-4019-6200  
 A and N Radio and T V = 1956 - Acct. No. A-4040-200  
 Abash Insect Control - 1956 - Acct. No. A-4047-100  
 Abco Contractors - 1955 and 1956 - Acct. No. A-4050-150  
 Ace Motorcycle Service - 1955 through 1957 - Acct. No. A-4065-100  
 Acme Welding Service - 1956 and 1957 - Acct. No. A-4102-3000  
 Adams Travel Agency - 1959 - Acct. No. AO-4120-5000  
 Aerial Advertising Company - 1952 through 1956 - Acct. No. 4143  
 Al's Drive Inn - 1956 - Acct. No. A 4172-4004  
 Al's Trim Shop - 1956 - Acct. No. A 4175-5200

Alamo Loung - 1956 - Acct. No. A-4262-100  
 Alonzo Shoe Repair - 1955 through 1958 - Acct. No. A 4389-2000  
 J. Alvarados Place - 1956 through 1959 - Acct. No. 4406-100  
 Andy Anderson Agency - 1956 - Acct. No. A-4480-100  
 Annie's Bar and Cafe - 1956 - Acct. No. A-4513-100  
 Annie's Drive Inn - 1956 - Acct. No. A-4513-200  
 Ann's Beauty Shop - 1955 and 1956 - Acct. No. A-4509-4600  
 Arguello Service Station - 1955 and 1945 - Acct. No. A-4546-100  
 Ariaza, Pedro F. - 1955 and 1956 - Acct. No. A-4546-5000  
 Arlington Ice Station - 1956 - Acct. No. A 4557  
 Arrambide V. Shoe Repair - 1955 and 1956 - Acct. No. A 4576-4000  
 Arturo's Cafe - 1957 and 1958 - Acct. No. 4593  
 Aubrey Jewelry - 1956 and 1957 - Acct. No. A-4675-100  
 Auto Sales Outlet - 1956 - Acct. No. A-4654-200  
 Austin Tavern - 1956 - Acct. No. A 4649-100  
 Ava's Smart Style Shop - 1956 - Acct. No. A 4663-200  
 Bab's Place - 1956 - Acct. No. B 4719-100  
 Barker's Motorcycle Co. - 1956 - Acct. No. 4787-100  
 Barnet Tire Shop - 1956 - Acct. No. 4787-100  
 Bea's Lounge - 1956 - Acct. No. 4850-100  
 Ben's Cleaners - 1956 and 1957 - Acct. No. 4924-100  
 Bert;s Grill and Bar - 1956 and 1957 - Acct. No. 4982-1200  
 Berta's Cafe - 1956 and 1957 - Acct. No. 4981-150  
 Beto's Hideway - 1956 and 1957 - Acct. No. 4990-100  
 Bevil Cafe - 1956 - Acct. No. 5002-120  
 Bill's Place - 1956 - Acct. No. 5045-20  
 Black Cat Brothers - 1956 - Acct. No. B 5059-1100  
 Blue Room Steak House - 1956 - Acct. No. 5123-1200  
 Bottom's Up Nite Club - 1956 - Acct. No. 5205  
 Bridwell Hardware - 1956 - Acct. No. 5280  
 Brown, Helga - 1956 and 1957 - Acct. No. 5362-5002  
 C and C Appliance - 1956 and 1957 - Acct. No. 5527-100  
 C and G Package Store - 1956 - Acct. No. 5531-200  
 Caboose Bar - 1955 and 1956 - Acct. No. 5544  
 Carb Ignition Co. - 1956 - Acct. No. C-5639-5000  
 Carreva Cafe - 1956 - Acct. No. 5692-4000  
 Castillos Place - 1956 - Acct. No. 5769-1002  
 Chalapes Hideway - 1956 through 1958 - Acct. No. 5830-1050  
 Chavez Fruit Stand - 1956 through 1958 - Acct. No. 5877-2000  
 Chico Bar - 1955 through 1959 - Acct. No. 5901  
 I. Clark Service Station - 1956 - Acct. No. 5981-100  
 Cogdell, Mrs. Frances Beauty Shop - 1955 and 1956 - Acct. No. 6041  
 Collins Tire Shop - 1956 - Acct. No. 6064-100  
 Comanche Park Service Station - 1955 through 1958 - Acct. No. C-6086-2000  
 Compace Sales and Service - 1956 - Acct. No. 6128-100  
 Cortez, Frank - 1955 through 1959 - Acct. No. 6220  
 Craigs Package Store - 1955 - Acct. No. 6261-100  
 D and R Service Station and Garage - 1956 - Acct. No. D-6379  
 D and S Cafe - 1956 - Acct. No. D-6379-200  
 Dean, Jason d/b/a Commercial Mortgage Co. - 1956 - Acct. No. D-6544=100  
 De Armond, Fred Service Station - 1955 through 1958 - Acct. No. 6469-1000  
 Delgado Grocery - 1955 through 1959 - Acct. No. D-6565  
 Diamond Glass Company - 1956 through 1958 - Acct. No. 6609-100  
 Dixie Construction Co. - 1955 through 1957- Acct. No. 6673-100  
 Eagle Nest - 1956 - Acct. No. E-6832  
 Economy Shoe Repair - 1956 - Acct. No. 6885  
 Elbow Play Room - 1955 through 1957 - Acct. No. 6989  
 Electronic Radio and T.V. Service - 1955 through 1958 - Acct. No. 6995-100  
 Elizabeth's Beauty Salon - 1955 through 1958 - Acct. No. 7001-1100  
 El Jacalito Mexican Food - 1956 - Acct. No. 6944-1000  
 El Patio Nite Club - 1955 and 1956 - Acct. No. 6964-1100  
 Engina, Ignacio - 1956 - Acct. No. 7045  
 Frank's Barbecue - 1955 through 1959 - Acct. No. F-7419  
 G and L Cafe - 1956 - Acct. No. 7528-100  
 Highland Jewelers - 1955 through 1957 - Acct. No. 8518  
 Hyde Beauty Shop - 1955 through 1957 - Acct. No. 8769  
 Lewis Sea Foods - 1954 - Acct. No. 9736-1000  
 Club Marinello - 1956 and 1957 - Acct. No. 6021-2050  
 Morales Neon ELeCtric - 1955 through 1958 - Acct. No. 10816-1100  
 National Funds, Inc. - 1955 through 1958 - Acct. No. 10992-150  
 Old Mexico Inn - 1955 and 1956 - Acct. No. 11272  
 Oriente Cafe - 1955 through 1958 - Acct. No. 11329  
 M. Ramos and Son - 1955 through 1958 - Acct. No. 12006-500  
 Ranch Room - 1955 and 1956 - Acct. No. 12012-100  
 Rodriguez, Aureliano - 1955 through 1958 - Acct. No. 12333-100  
 Rose Lounge - 1955 - Acct. No. 12409-150  
 S and M Shoe Shop - 1955 and 1956 - Acct. No. 12517-5100  
 Anita Salas - 1955 through 1958 - Acct. No. 12575-1000  
 Santa Fe Tavern - 1955 through 1957 - Acct. No. 12791-200  
 Smith, C. J. - 1955 through 1957 - Acct. No. 13196-100  
 Torres Fashions - 1955 and 1956 - Acct. No. 14099-1000  
 The Tropics - 1950 through 1952 - Acct. No. 14191

OWNER - S K G Realty Company - 1953 through 1956 - Lots 1, 2 and 10, Exc. N. W. 30' X 100', Arb. A-10, NCB 169 - Acct. No. 3-1745 A hearing was held by the Board of Equalifiztion pertaining to the foregoing described property and a valuation of \$146,810 was established. It is recommended by the City's Chief Appriaser and by the Tax Attorney that said valuation be used in computing payment of the delinquent taxes involved.

OWNER - S. K G Realty Company - W. 30' of N. 100' of 10, ARB a-24, NCB 169 - 1953 and 1954 - Acct. No. 3-1749 A hearing was held by the Board of Equalization pertaining to the foregoing described property and a valuation of \$6,190 was established. It is recommended by the City's Chief Appriaser and by the Tax Attorney that said valuation be used in computing payment of the delinquent taxes involved. Taxes in the amount of \$378.82 are to be collected.

PASSED AND APPROVED this 22nd day of December, 1960

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 176 ✓

ABANDONING AND QUITCLAIMING A CERTAIN EASEMENT LOCATED IN NCB 11929 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THERETO TO THE MISSIONARY SERVANTS OF CHRIST THE MASTER AND ST. ANTHONY.

\* \* \* \* \*

WHEREAS the Missionary Servants of Christ the Master and St. Anthony originally conveyed this easement to the Loma Vista Water Company; and,

WHEREAS the Loma Vista Water Company was later acquired by the City Water Board of the City of San Antonio; and,

WHEREAS the Board of Trustees of the City Water Board declared the Board has no further use for this easement located in NCB 11929; NOW, THEREFORE:

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

1. The easement located in NCB 11929, the same being more particularly described in the quitclaim deed which is incorporated herein by reference, is hereby abandoned.
2. The City Manager is hereby authorized to execute a quitclaim deed to the aforementioned easement to the Missionary Servants of Christ the Master and St. Anthony for \$1.00 and other good and valuable consideration.
3. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A. RESOLUTION

EVIDENCING THE INTENT OF THE CITY COUNCIL TO APPOINT AN ADVISORY COMMITTEE FOR COMMUNITY IMPROVEMENT IN CONNECTION WITH THE URBAN RE-NEWAL PROGRAM.

\* \* \* \* \*

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

1. The City Council of San Antonio does hereby manifest and evidence its intent to appoint an advisory committee for community improvement in connection with the Urban Renewal Program.
2. PASSED AND APPROVED this 22nd day of December, 1960.

J. EDWIN KUYKENDALL, M AYOR

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 177

ACCEPTING THE PROPOSAL OF SHERWOOD'S VAN LINES FOR THE TRANSPORTATION OF VOTING MACHINES FOR THE BOND ELECTION TO BE HELD ON JANUARY 10, 1961.

\*\*\*\*\*

~~FILED IN THE OFFICE OF THE CLERK OF THE CITY OF SAN ANTONIO~~

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

- 1. That the proposal of Sherwood's Van Lines, dated December 21, 1960, for the transportation of voting machines to be used in the election to be held on January 10, 1961, for the sum of \$6.95 per machine, be and the same is hereby accepted. Said proposal being attached hereto and made a part thereof.
- 2. Payment for same shall be made from the Election Fund 03-02-01, Code 2-17.
- 3. PASSED AND APPROVED this 22nd day of December, A.D. 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 178

MANIFESTING A CONTRACT BETWEEN THE CITY AND J. ROSS BOLES FOR THE DISPOSAL AND SALE OF THE SOLIDS PRODUCED AT THE SEWAGE DISPOSAL PLANT.

\*\*\*\*\*

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

- 1. This ordinance manifests a contract between the City of San Antonio, hereinafter called "City" and J. Ross Boles, hereinafter called "Purchaser" in words and figures as follows, to-wit"

WITNESSETH

- 2. City agrees to sell Purchaser all of the solids now present and hereinafter produced at the City Sewage Disposal Plant situated on Rilling Road in Bexar County, Texas, said solids being a result and end product of the City's purification and treatment of sewage.
- 3. Purchaser agrees to pay City the sum of \$1,000.00 annually for the solids produced at City's sewage plant. Payments are to be made by Purchaser semi-annually in Five Hundred (\$500.00) Dollar installments, at the Office of the City License and Dues Collector, the first such installment being due and payable six months after the execution of this contract.
- 4. Purchaser further agrees to, at his own cost and expense, remove from the drying pits, into which said solids or sludge is discharged, all of said solids within a week from the time that the moisture content has been reduced to 55% or less. On mutual agreement, removal may be permitted at other times. No removal may be required during rain or storm.
- 5. This contract shall be and remain in full force and effect for a period of ten years commencing February 16, 1961 and ending February 15, 1971.
- 6. City, for and in consideration of the agreements herein contained, further agrees to set aside the following described tract of land belonging to it which land Purchaser shall have the right to use under the terms of this agreement for the purpose of preparing and handling said solids. Purchaser shall have the right of ingress and egress to and from said land so long as he does not interfere with the normal operation of the Sewage Disposal Plant.

A 1.377 acre tract, same being out of a 6.01 acre tract of land, out of the Domingo Bustillo Survey No. 31, which tract was conveyed to the City of San Antonio by Cora Dillon, as recorded in Vol. 1477, Page 341, Bexar County Deed Records, Recorded April 10, 1935, more particularly described as follows:

Beginning at a point in the South line of this 6.01 acre tract 172.0 feet West of the intersection of the West line of the Espada Road and the South line of above mentioned 6.01 acre tract; thence West along a fence line on the South line of 6.01 acre tract, a distance of 600.0 feet to a point; thence North a distance of 100.0 feet to a point; thence East a distance of 600.0 feet to a point; thence South a distance of 100.0 feet to the point of beginning; and being the same land set forth in plat attached hereto and made a part hereof for all relevant purposes.

7. City shall have the right, at its option, any time after the execution of this contract, to elect to receive as payment under the terms of this agreement five (5%) per cent of the net proceeds thereafter received by Purchaser as a result of the sale of said solids by Purchaser said per centage payments to be made in lieu of the One Thousand (\$1,000.00) Dollar annual payments hereinabove set forth.

8. Purchaser agrees that he will, in no manner, violate any Federal, State or City law or regulation pertaining to the operation encompassed by this ordinance.

9. PASSED AND APPROVED this 29th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

10. Accepted as the Contract between City of San Antonio and J. Ross Boles, this 16th day of January, 1961.

/s/ J. Ross Boles  
Purchaser

AN ORDINANCE 29, 180

ACCEPTING THE HIGH BID FOR THE LEASE ON THE PARKING  
LOT LOCATED AT 510 WEST MARKET STREET AND MANIFESTING  
A LEASE TO PARKING INC., A TEXAS CORPORATION, FOR  
A CONSIDERATION OF \$3,660.00 FOR A YEAR.

\* \* \* \* \*

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

1. The high bid submitted by Parking Inc., a Texas Corporation of Three Thousand Six Hundred Sixty and No/100 (\$3,660.00) Dollars, for a one (1) year lease on Lot A-6, N.C.B. 146, at 510 West Market Street, San Antonio, Bexar County, Texas, is hereby accepted.

2. This ordinance makes and manifests a lease contract between the City of San Antonio, hereinafter called "Lessor", and Parking Inc., A Texas Corporation, hereinafter called "Lessee", under the following terms and conditions.

a. Lessor hereby leases to Lessee that certain tract of land located at 510 West Market Street, San Antonio, Texas, being Lot A-6, New City Block 146, in the City of San Antonio, Bexar County, Texas.

b. The term of this lease is for a one (1) year term beginning February 1, 1961, to January 31, 1962.

c. Lessee hereby agrees and covenants to pay Lessor the total of \$3,660.00 for the aforesaid term. This amount shall be payable monthly in advance in twelve (12) equal installments, beginning on February 1, 1961, and on the first day of each month thereafter, except that the first and last month's rent shall be payable upon the execution of this lease agreement at the Office of the Director of Finance, City Hall, San Antonio, Texas. Any checks therefor should be made payable to "City of San Antonio."

d. Lessee agrees to carry liability insurance with an insurance company satisfactory to Lessor. Such policy shall name Lessor as co-insured and shall insure against personal injury in the amount of \$50,000.00 per person and \$100,000.00 per accident and shall further insure against property damage in the amount of \$10,000.00. Lessee shall deliver the policy or certificate of insurance to Lessor at the Office of the Director of Finance within ten (10) days after the date of execution of this lease agreement.

3/27

AN ORDINANCE 29, 179

PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED DECEMBER 29, 1960 BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT (S) AT THE LOCATION (S) SHOWN ON EXHIBIT 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SAN ANTONIO, PROVIDING FOR THE EXECUTION OF SAID AGREEMENT, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

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

SECTION 1. That the certain agreement dated December 29, 1960 between the State of Texas and the City of San Antonio, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of San Antonio, be and the same is hereby approved, and the City Manager is hereby authorized to execute said agreement on behalf of the City of San Antonio, and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED: December 29, 1960

APPROVED: December 29, 1960

J. Edwin Kuykendall, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT, made this 29th day of December, 1960, be and between the State of Texas, hereinafter called the "State," Party of the First Part; and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an Ordinance passed the 29th day of December, 1960, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation of highway traffic signal(s) by Ordinance passed on the 29th day of December, 1960, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City:

A G R E E M E N T :

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

1. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signal(s), and supervise construction.
2. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on plans and described in specifications attached hereto, marked EXHIBIT 2, and made a part hereof.
3. The City will operate and maintain the highway traffic signal(s) upon completion of the installation(s) by the State.
4. The City will pay all power costs for operating the signal(s).
5. The City will obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the installation(s).
6. The City will return any and all parts of said highway traffic signal installation(s) to the State should it (they) be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.

7. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

8. In the event the terms of this Agreement are in conflict with the provisions of any other existing Agreements and/or Contracts between the City and the State, this Agreement shall take precedence over the other Agreements and/or Contracts.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the day above stated.

ATTEST: J. Frank Gallagher  
City Clerk

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

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: /s/ J. A. Wallin  
Chief Engineer of Maintenance  
Operations

APPROVED AS TO FORM:

/s/ Carlos C. Cadena  
General Attorney for the City

RECOMMENDED FOR APPROVAL

/s/ R. O. Lytton  
District Engineer  
/s/ M. V. Greer  
Engineer of Traffic

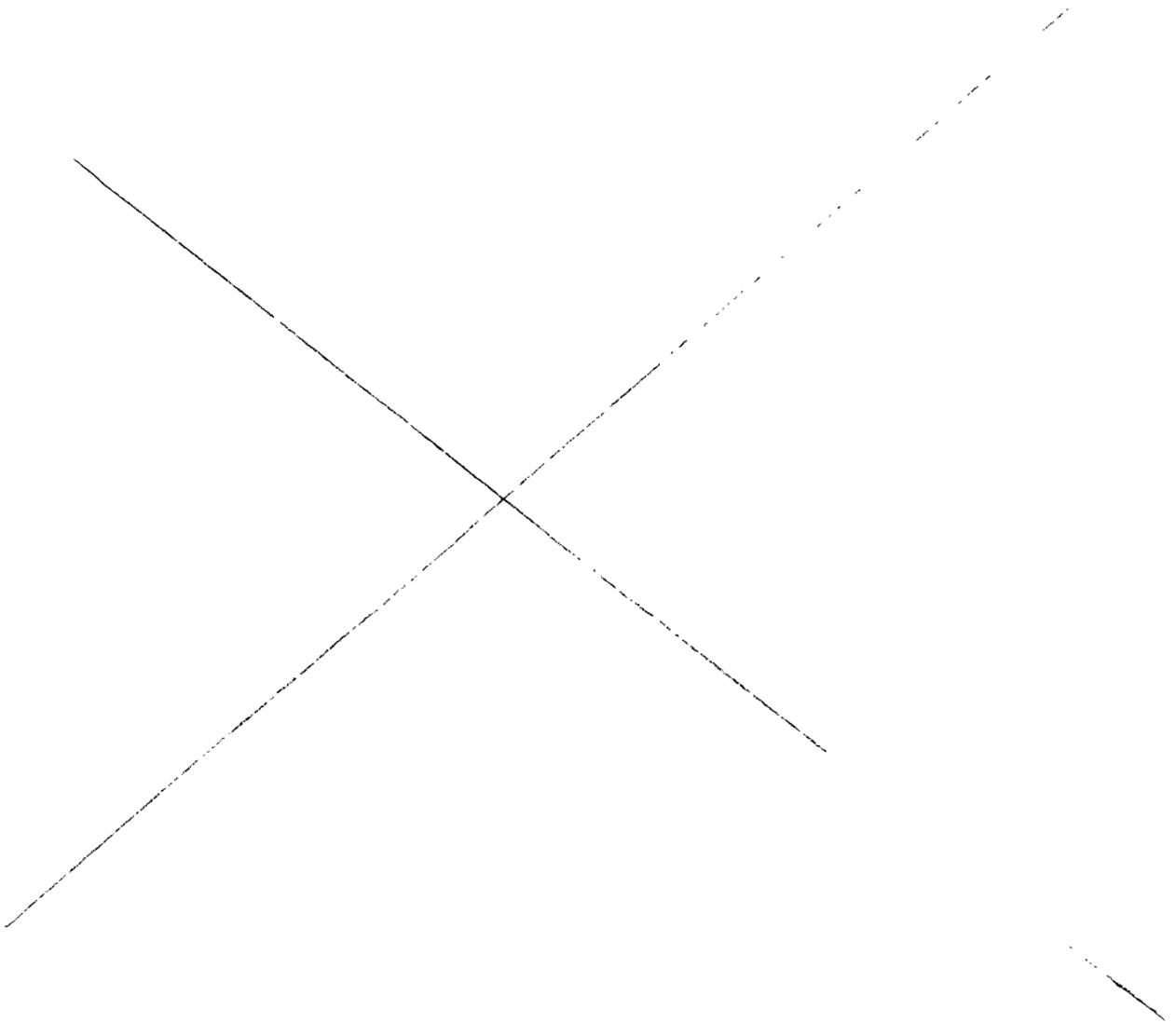
EXHIBIT 1

LOCATION (S)

Intersection of I.H. 10 with Hildebrand Ave., in San Antonio.

EXHIBIT 2

Maps



e. Lessee shall not sell, assign or sublease the premises or any part thereof without the written consent of Lessor.

f. Lessee Covenants and Agrees that at the termination of this lease, it will surrender said premises without further notice than as herein provided in as good condition as same was obtained by Lessee, reasonable wear and tear excepted. In case of any hold-over of the premises, or any part thereof, after the termination of this lease, Lessee shall be a tenant at sufferance and will pay triple rentals per each month, or part thereof, of hold-over.

g. Should Lessee at any time be in default in payment of any monies provided to be paid by it in this contract, or should be in default in any other obligation or agreement on its part herein contained and shall fail to cure and remedy such default within ten (10) days after written notice by the Lessor to it of the violation; Lessor may, at its option, at the expiration of such ten (10) days, cancel this agreement and all of Lessee's rights hereunder shall thereupon cease and be of no further force or effect. Any written notice required or provided by the terms of this agreement to be given Lessee shall be sufficient if it is by registered mail, addressed to Lessee at its usual mailing address in San Antonio, Texas, and shall be presumed to have been received upon the next business day following the day of its deposit in the mail. Nothing contained hereing, however, shall prevent the giving of actual notice in any other lawful manner.

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

3. ACCEPTED in all things by the undersigned this 13th day of January, 1961.

PARKING INC.

By: Ernest McAshan

AN ORDINANCE 29, 181

ABANDONING AND CLOSING A PORTION OF LINN STREET AND A PORTION OF AN ALLEY LOCATED BETWEEN LINN AND LOUISE STREETS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED THEREFOR TO EDWARD H. KNOWLTON, LLOYD M. KNOWLTON AND S. E. KNOWLTON FOR AND IN CONSIDERATION OF \$4,470.00

\* \* \* \* \*

WHEREAS Edward H. Knowlton, Lloyd M. Knowlton and S. E. Knowlton have petitioned the City of San Antonio to abandon and close a portion of Linn Street and a portion of the alley located between Linn and Louise Streets; and

WHEREAS, Edward H. Knowlton, Lloyd M. Knowlton and S. E. Knowlton have agreed to pay the City of San Antonio the sum of \$4,470.00 for the abandoning and closing of portions of the above mentioned street and alley; and,

WHEREAS, the abandoning and closing of portions of this street and alley has been recommended and approved by the various City Department, Planning Commission, and the Petitioners own all of the property abutting said property to be abandoned and closed; NOW, THEREFORE:

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

1. A portion of Linn Street and a portion of the alley located between Linn and Louise Streets, the same being more particularly described in the quitclaim deed attached hereto and made a part hereof, is hereby abandoned and closed.

2. The City Manager is hereby authorized to execute a quitclaim deed to the property mentioned in Paragraph 1 hereof, to Edward H. Knowlton, Lloyd M. Knowlton and S. E. Knowlton ~~until~~ for and in consideration of \$4,470.00.

3. The quitclaim deed will not be delivered to Edward H. Knowlton, Lloyd M. Knowlton and S. E. Knowlton until such time as proper replatting has been accepted by the City of San Antonio.

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

ATTEST: J. Frank Gallagher, City Clerk

J. EDWIN KUYKENDALL, M A Y O R

AN ORDINANCE 29, 182

APPROPRIATING \$125.00 FOR THE PURCHASE OF A PARCEL OF LAND IN CONNECTION WITH STORM DRAINAGE PROJECT 58A, 57.

\* \* \* \* \*

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

1. \$125.00 is hereby appropriated out of Storm Sewer and Drainage Bond, 1957, No. 479-13 payable to the Commercial Abstract and Title Company as escrow agent for Inocente R. Sanchez and Maria Sanchez for the acquisition of a triangular tract off the southern part of Lot 2, New City Block 8887, Cenizo Park Addition, San Antonio, Bexar County, Texas, Parcel 4076.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 183

ASSIGNING THE NAME "BELFAIR DRIVE" TO THAT STREET WHICH EXTENDS FROM WEST WOODLAWN AVENUE SOUTH TO BANGOR DRIVE BETWEEN HILLCREST DRIVE AND N. W. THIRTY-SIXTH STREET.

\* \* \* \* \*

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

1. The name "Belfair Drive" is hereby assigned to that street which extends from West Woodlawn Avenue south to Bangor Drive between Hillcrest Drive and N.W. Thirty-Sixth Street, bisecting New City Blocks 9653, 9652, 9651 and 9650.

2. PASSED AND APPROVED this 29th day of January, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 184

AUTHORIZING THE PAYMENT OF THE SUM OF \$225.00, OUT OF SEWER RENTAL PLEDGED FUND NO. 204, TO REIMBURSE CERTAIN INDIVIDUALS FOR THE SEWER CONNECTION FEE THEY PAID TO BUSBY THE BUILDER, INC.

\* \* \* \* \*

WHEREAS, Busby the Builder, Inc., is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by Busby the Builder, Inc.; and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby the Builder, Inc., for said connection, NOW, THEREFORE:

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

1. The sum of \$225.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund No. 204, to reimburse the following named parties for the fee they paid Busby the Builder, Inc., for a sanitary sewer connection:

- a. \$75.00 payable to Vignes Plumbing Company, 8423 S. Flores Street, San Antonio, Texas.
- b. \$75.00 payable to W. H. Bagwell, 351 E. Sunset Road, San Antonio, Texas.
- c. \$75.00 payable to Willis Monroe, 307 E. Sunset Road, San Antonio, Texas.

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

ATTEST: J. Frank Gallagher, City Clerk

J. EDWIN KUYKENDALL, M A Y O R

AN ORDINANCE 29, 185

GRANTING THE CITY OF SAN ANTONIO PERMISSION TO USE AND OCCUPY CERTAIN LAND AND BUILDINGS AT INTERNATIONAL AIRPORT FOR USE AS A SERVICE CENTER AND MAINTENANCE SHOP SUBJECT TO THE APPROVAL OF THE FEDERAL AVIATION AGENCY.

*amended  
11/13/61  
Ord 29395*

\* \* \* \* \*

WHEREAS, the City of San Antonio has undertaken to improve and enlarge the San Antonio International Airport in cooperation with the United States of America (Federal Aviation Agency); and,

WHEREAS, the expansion program of said International Airport has been financed through the issuance of bonds and the financial cooperation of the City and said Federal Agency; and

WHEREAS, the City of San Antonio now needs the use of certain areas within said Airport for a public purpose, namely the establishment of an area service center, together with maintenance shops, shower room and change house and meeting room facilities for its employees; and,

WHEREAS, the Federal Aviation Agency has determined that certain premises at International Airport would not be needed for airport purposes for a five year period; NOW, THEREFORE,

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

1. Permission is hereby granted the City of San Antonio for the use of the following described premises for a five year period beginning on the 29th day of December, 1960, for the stated purposes subject to the approval of the Federal Aviation Agency:

A. For the purpose of maintaining a city area service center:

Beginning at a steel fence post at the N.W. corner of the intersection of Northern Boulevard and Airport Boulevard.

THENCE: Proceed N 1° 20' E, a distance of 323.8' to a corner;

THENCE: Proceed S 88° 40' E, a distance of 285.0' to a corner;

THENCE: Proceed S 1° 20' W, a distance of 323.8' to a corner;

THENCE: Proceed N 88° 40' W, a distance of 285.0' to the point of beginning and containing 92,283 square feet more or less.

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

B. For the operation of A Maintenance Shop:

From a metal fence post at the N.W. corner of intersection of Northern Boulevard and Airport Boulevard, proceed with the N. line of Northern Boulevard, N 88° 40' W, a distance of 300.0' to the point of beginning.

THENCE: Continue N 88° 40' W, a distance of 346.0' to a corner;

THENCE: Proceed N 1° 20' E, a distance of 500.0' to a corner;

THENCE: Proceed S 88° 40' E, a distance of 346.0' to a corner;

THENCE: Proceed S 1° 20' W, a distance of 500.00' to the point of beginning, and containing 173,000 square feet, more or less.

The location and description of the leased premises are set forth on Exhibit 2, which is attached hereto and made a part hereof.

2. Rentals paid by the City for the permission herein granted shall be paid into the Airport Revenue Fund.

3. The premises shall be used solely for the maintenance and construction of a service center, a maintenance shop, a parking area, shower change house and meeting room facilities, and for no other purposes whatsoever. Such use and occupancy and all improvements, equipment and appurtenances thereto shall comply with all applicable codes, rules, regulations and ordinances.

4. The City will maintain the premises including all improvements and appurtenances thereon, in a presentable condition consistent with good business practices and equal in appearance and character to similar improvements on International Airport. In this connection, all structures will be kept in good repair; grass, weeds and lawn will be maintained and no waste or other materials will be allowed to accumulate in such a manner as to be unsightly or hazardous.

5. PASSED AND APPROVED this 29th day of December, 1960.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 186

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF HOBBS TRAILERS TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH HYDRAULIC DUMP BODIES FOR A TOTAL OF \$11,384.75.

\* \* \* \* \*

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

1. The attached low qualified bid of Hobbs Trailers, dated 22 December, 1960, to furnish the City of San Antonio, various departments with hydraulic dump bodies for a total of \$11,384.75, net, is hereby accepted.

2. Payment to be made from General Fund 1-01 from the following departments and account numbers:

<u>Department</u>	<u>Account No.</u>	<u>Amount</u>
Public Works	09-04-02	\$ 8,757.50
Parks & Recreation	11-02-01	<u>2,627.25</u>
		\$11,384.75

3. All other bids received are hereby rejected.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 187

APPOINTING ROY PADILLA A MEMBER OF THE CITY COUNCIL, PLACE NO. 7.

\* \* \* \* \*

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

1. Roy Padilla is hereby appointed a member of the City Council, Place No. 7, to fill the vacancy created by the resignation of Joe Olivares.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk.

AN ORDINANCE 29, 188

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,