

1. That the general warranty deed of Leon Levy and wife, Mary Levy, dated the 5th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$7,500.00, certain property described as follows:

2. The North 110 feet of Lot 16, New City Block 214, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;

3. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

AN ORDINANCE 5451

CHANGING THE NAME OF EVANS STREET FROM EAST MAGNOLIA AVENUE NORTH TO ALLEY, TO HOME AVENUE.

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

1. That the street known as Evans Street, from East Magnolia Avenue north one-half block to alley, be changed to Home Avenue.

2. The City Engineer and the City Assessor are directed to change their records accordingly.

3. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

AN ORDINANCE 5452

ACCEPTING DEED OF HARLANDALE HOUSING CORPORATION, A PRIVATE CORPORATION, TO CERTAIN PROPERTY TO WIDEN ALLEY.

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

1. That the deed of Harlandale Housing Corporation, a private corporation, dated the 7th day of July, 1947, conveying to the City of San Antonio the north 15 feet of New City Block 8579, within the corporate limits of the City of San Antonio, Bexar County, Texas, for the purpose of widening the alley on the north side of said block, to be used for street purposes.

2. Be and the same is hereby accepted.

3. The City Clerk is directed hereby to have said deed recorded in the Deed Records of the County of Bexar; and the City Engineer and the City Assessor are directed hereby to change their records accordingly.

4. PASSED AND APPROVED this 15th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

A RESOLUTION 5453

CALLING FOR BIDS FOR THE CONSTRUCTION OF TEN OR MORE REINFORCED CONCRETE BUS STOPS TO BE LOCATED WITHIN THE CITY LIMITS AS DIRECTED, TO BE SUBMITTED ON THE 31ST DAY OF JULY, A.D. 1947.

fa.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, City Hall, San Antonio, 5, Texas, for all materials and labor for the construction of ten or more reinforced concrete bus stops to be located within the city limits as directed.

2. The bids shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Construction of Bus Stops".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The construction bond shall be 50 per cent of the total cost of the job. No Maintenance bond will be required.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A.M. CST.

Thursday, the 31st of July, A. D. 1947.

and then publicly opened and read aloud in the City Council Chamber. Any bids received after the closing time will be returned unopened.

5. The work shall be done and completed in accordance with the plans and specifications and directions of the City Engineer.

6. The successful bidder will be required to execute the Standard City Form Construction Contract prepared and supplied by the City of San Antonio.

7. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall have the exclusive power to construe and apply the meaning thereof.

8. No bids may be withdrawn less than three weeks after the scheduled closing time.

9. The City reserves the right to reject any or all bids and waive formality.

10. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid.

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORD".

12. PASSED AND APPROVED this 15th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk.

\* \* \*

A RESOLUTION 5454

DIRECTING THE ADVERTISEMENT FOR SALE OF TWO PIECES OF CITY PROPERTY.

\* \* \*

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

1. That the City Clerk is directed to advertise for bids for the sale of certain property belonging to the City of San Antonio, as follows:

Lot 14, Block 6042 on Menchaca Street, size 25' by 75'  
Lot 2-A, Block 179, on Nueva Street and the San Antonio River, size 122.37' by 172'.

2. Sealed proposals to purchase said property be received until 10:00 o'clock A.M. CST Thursday, the 31st day of July, A. D. 1947.

at which time the bids will be opened and read aloud in the Council Chamber of the City Hall in San Antonio, Bexar County, Texas.

3. A cashier's check or certified check payable unconditionally to the City of San Antonio for the full amount of the purchase price must accompany each bid. The City will deliver to the successful bidder a quit claim deed to said property as it is, in the standard form approved by the City Attorney.

4. The City reserves the right to reject any or all bids.

5. Advertisement shall be made by the publication of this Resolution on five separate days in the official newspaper of the City.

6. PASSED AND APPROVED THIS 15th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk.

AN ORDINANCE 5455

APPRO, NO. 130

APPROPRIATING \$ 35,081.73, out of the 1947 GENERAL FUND, for Per Diem Payrolls.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$35,081.73, be and the same is hereby appropriated out of the 1947 GENERAL FUND, for per diem payrolls for the period ending July 15, 1947, as follows:

PUBLIC AFFAIRS IN GENERAL-----	\$ 469.93
TAXATION DEPARTMENT-----	195.00
SANITATION, PARKS & PUBLIC PROPERTY-----	24, 948.54
STREETS & PUBLIC IMPROVEMENTS-----	9, 253.26
FIRE & POLICE DEPARTMENTS-----	<u>215.00</u>
	\$ 35,081. 73

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,  
M A Y O R

\* \* \*

AN ORDINANCE 5456

APPRO. NO. 131

APPROPRIATING \$1,515.44 OUT OF THE 1947 GENERAL FUND TO PAY FOR THE TELEPHONE SERVICES FOR THE MONTHS OF MARCH, APRIL & MAY 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,515.44, be and the same is hereby appropriated out of the 1947 General Fund-various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the months of March, April & May 1947, for the following departments:

Department of Public Affairs in General.....	\$ 281.83
Department of Sanitation, Parks & Public Property.....	312.10
Department of Streets & Public Improvements.....	34.70
Department of Fire & Police.....	<u>886.81</u>
	\$ 1, 515.44

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,  
M A Y O R

\* \* \*

AN ORDINANCE 5457

APPRO. NO. 132

APPROPRIATING \$900.25, OUT OF THE PARK REVENUE BOND- 1945 FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$900.25, be and the same is hereby appropriated out of the PARK REVENUE BOND- 1945 FUND, for payroll for the Willow Springs Golf Course for the period ending July 15, 1947, in the amount of .....\$900.25.

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,  
M A Y O R

APPRO. No. 133

AN ORDINANCE 5458

APPROPRIATING \$5, 589. 35 OUT OF THE 1947 GENERAL FUND BRACKENRIDGE ESTATE NOTE AND INTEREST DEPARTMENT TO PAY THE ESTATE OF GEORGE W. BRACKENRIDGE, DECEASED, NOTE NO. 3 AND SEMI-ANNUAL INTERST ON EIGHT NOTES.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that the sum of \$5,589.35, be and the same is hereby appropriated out of the 1947 General Fund, Brackenridge Estate Note and Interest Department, payable to the Estate of George W. Frackenridge, DECEASED, Note No. 3 and semi-annual interest at 3% on eight (8) Notes in the total sum of \$39,290.00 from February 1, 1947 to August 1, 1947, for 346.45 acres of land purchased from said estate as per ordinance dated July 27, 1944.

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,

M A Y O R

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APPRO. NO. 134

AN ORDINANCE 5459

APPROPRIATING \$1,620.00 OUT OF THE 1947 GENERAL FUND- ENGINEERING DEPARTMENT, TO PAY FRANK T. DROUGHT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH MAKING BOUNDRY SURVEY OF THE NEWLY ANNEXED AREA TO THE CITY OF SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,620.00, to be and the same is hereby appropriated out of the 1947 General Fund- Engineering Department- to pay Frank T. Drought, the 1st. and final estimate for professional services in connection with making boundary suevey of the newly annexed areas to the City of San Antonio.

Invoice #0045.....	\$ 970.00
Invoice #0046.....	\$ 650.00
	<u>\$ 1, 620.00</u>

PASSED AND APPROVED ON THE 17th day of July, 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,

M A Y O R

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APPRO. NO, 135

AN ORDINANCE 5460

APPROPRIATING \$1,006.23 TO KELLY CONSTRUCTION COMPANY FOR LIMESTONE ROCK ASPHALT COVERING MATERIAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That \$1,006.23 be and the same is appropriated hereby out of the 1947 General Fund- Street Maintenance, to pay Kelly Construction Company for 335.41 tons of Limestone Rock Asphalt covering material, as per statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 17th day of July, A. D. 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,

M A Y O R

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APPRO. NO. 136

AN ORDINANCE 5461

APPROPRIATING \$70.00 OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT, FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$70.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account for Refunds and Repairs, as per City Engineer's letter of July 17, 1947, as follows:

Refugio Zapata-----Refund-----	\$	15.00
Mrs. M.E. McDonald	"	4.25
Victorino Garza Jr.	"	9.00
R. W. Sadler	"	4.00
Daphne Bowman	"	4.00
City of San Antonio Repairs		<u>33.75</u>
Total.....	\$	70.00

## Council Appropriation

No. \_\_\_\_\_

PASSED AND APPROVED ON THE 17TH DAY of July, 1947.

ATTEST:

Alfred Callaghan,

J. Frank Gallagher  
City Clerk.

M A Y O R

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APPRO. NO, 137

AN ORDINANCE 5462

APPROPRIATING \$10,000.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY DANIEL SAN MIGUEL AND WIFE, VELIA SAN MIGUEL, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTER-REGIONAL HIGHWAY.)

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That \$10,000.00 is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company for land to be conveyed by Daniel San Miguel and wife, Velia San Miguel, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being lots 1 and 2 (2-A and 2-B), New City Block 1993, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of July, A. D. 1947.

ATTEST:

Alfred Callaghan,

J. Frank Gallagher,  
City Clerk.

M A Y O R

\* \* \*

APPRO. NO. 138  
P.O. #2024

AN ORDINANCE 5463

ACCEPTING PROPOSAL CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH TREASURER OF THE UNITED STATES, WAR ASSETTS ADMINISTRATION, GRAND PRAIRIE REGIONAL OFFICE, REGION 26, P. O. BOX 6030, DALLAS, 2, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio;

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with TREASURER OF THE UNITED STATES, WAR ASSETTS ADMINISTRATION, GRAND PRAIRIE REGIONAL OFFICE, REGION 26, P.O. BOX 6030, DALLAS, 2, TEXAS.

2. An appropriation is made hereby in the amount of \$1580.84 from the 1947 General Fund FIRE DEPT. Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of the City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance,

5. Miscellaneous Fire Fighting Equipment as per U. S. Sales Document #3626383, in the amount of \$1580.84.

PASSED AND APPROVED THIS 17th day of July, A. D. 1947.

ATTEST:

Alfred Callaghan,

J. Frank Gallagher,  
Chief Clerk.

M A Y O R

## AN ORDINANCE 5464

APPRO. NO. 139

APPROPRIATING \$430.00 OUT OF THE PARK REVENUE BOND- 1945 Fund-  
PAYABLE TO SAN ANTONIO MACHINE & SUPPLY CO., FOR EMERGENCY REPAIRS  
TO WAUKASHA MOTOR & PUMP AT WILLOW SPRINGS GOLD COURSE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$430.00, be and the same is hereby appropriated out of the Park Revenue Bond- 1945 Fund, payable to San Antonio Machine & Supply Co., for emergency repairs to Waukasha Motor & Pump at the Willow Springs Gold Course, as per statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:  
J. Frank Gallagher,  
City Clerk

Alfred Callaghan,  
M A Y O R

\* \* \*

APPRO. NO. 140

## AN ORDINANCE 5465

APPROPRIATING \$36.94 OUT OF THE 1947 GENERAL FUND TO DEFRAY EXPENSES OF  
MARGUERITE VELA, PUBLIC HEALTH NURSE, ON ASSIGNMENT TO TEACHER'S COLLEGE  
AT COLUMBIA UNIVERSITY- NEW YORK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$36.94, be and the same is hereby appropriated out of the 1947 General Fund- Health Department, payable to Marguerite Vela, Public Health Nurse of the City of San Antonio, Texas, to re-imburse amount expended by her for necessary expenses on assignment to Teacher's College at Columbia University, New York, as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 17th day of July, 1947.

Alfred Callaghan,  
M A Y O R

ATTEST:  
J. FRANK GALLAGHER,  
CHIEF CLERK.

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APPRO. NO. 141

## AN ORDINANCE 5466

APPROPRIATING \$8.15 OUT OF THE 1947 GENERAL FUND- AIRPORT DEPARTMENT TO  
DEFRAY EXPENSES OF HAROLD L. CLARK, ASSISTANT AIRPORT DIRECTOR, ON TRIP TO AND FROM AUSTIN  
ON OFFICIAL AIRPORT BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$8.15, be and the same is hereby appropriated out of the 1947 General Fund- Airport Department- payable to Harold L. Clark, Assistant Airport Director, of the City of San Antonio, Texas, to reimburse amount expended by him for necessary expenses on trip to and from Austin, Texas, as per sworn statement on file with the City Auditor.

PASSED AND APPROVED on the 17th day of July, 1947.

Alfred Callaghan,  
M A Y O R

ATTEST:  
J. Frank Gallagher,  
City Clerk.

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## AN ORDINANCE 5467

APPRO. NO. 142

APPROPRIATING \$38.69 OUT OF THE 1947 GENERAL FUND TO DEFRAY  
EXPENSES OF ADEL CHACON, PUBLIC HEALTH NURSE, ON ASSIGNMENT TO  
TEACHER'S COLLEGE AT COLUMBIA UNIVERSITY- NEW YORK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$38.69, be and the same is hereby appropriated out of the 1947 General Fund- Health Department, payable to Adel Chacon, Public Health Nurse of the City of San Antonio, Texas, to re-imburse amount expended by her for necessary expenses on assignment to Teacher's College at Columbia University, New York, as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 17th day of July, 1947.

Alfred Callaghan,  
M A Y O R

ATTEST:  
J. FRANK GALLAGHER,  
CITY CLERK.

AN ORDINANCE 5468

APPRO. NO. 143

APPROPRIATING \$1,425.00 out of the 1947 General Fund- to pay Membership Fees for the 1947 Fiscal Year.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,425.00, be and the same is hereby appropriated out of the 1946 General Fund-Variou Departments- to pay membership fees for the 1947 Fiscal Year as follows:

Mayor's Dept....	The U.S. Conference of Mayors.....	\$ 500.00
	The League of Texas Municipalities.....	690.00
Auditing Dept.	Municipal Finance Officers Ass'n.....	60.00
City Attorney..	National Institute of Municipal Law Officers.....	175.00
		\$ 1,425.00

PASSED AND APPROVED on the 17th day of July, 1947.

ATTEST:

Alfred Callaghan

J. FRANK GALLAGHER,  
CITY CLERK.

M A Y O R

\* \* \*

AN ORDINANCE 5469

MAKING CONTRACT WITH FOWLER & COMPANY, ENGINEERS, FOR PROFESSIONAL SERVICES.

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

1. That this ordinance makes a contract, in duplicate, between the City of San Antonio and Fowler and Company, Engineers, for professional services.
2. The term of this contract is for six months beginning the 10th day of June, A. D. 1947 and expiring on the 10th day of December, A. D. 1947, at the rate of \$350.00 per month, payable monthly by appropriation drawn on the Street and Bridge C-45 Fund. Either party may terminate this contract on fifteen days notice in writing, to the other.
3. The Engineers will design, make and supply the City with certain necessary plans, specifications and detailed engineering data for street and bridge work to be built under the C-45 Bond Issue, the immediate work to locate two south side arteries, the bridge at Guadalupe Street, the low water crossing at Furnish Avenue, and such other matters as may be directed by the Commissioner of Streets of the City of San Antonio.
4. The Engineers shall prepare preliminary estimate of cost and sketches of the proposed improvements for the purpose of enabling the City to decide upon the type and character of the structure.
5. When requested to do so, the Engineers will make or procure preliminary estimates on the cost of the work. Upon the receipt of bids by the City for the Construction, the Engineers shall make the City a full and complete report on all bids received, together with the recommendation of the Engineers of the best bid.
6. The Engineers shall deliver to the City all drawings and specifications, in order that the City Engineer shall have within his custody a complete detailed record of these improvements.
7. All information collected under the provisions of this agreement shall be the property of the City of San Antonio, and shall not be divulged to any person, and all original data delivered to the City.
8. Any element that may have been omitted in the description of the work of the Engineers, but which is fairly implied, shall be deemed to be included in this contract, and shall be done by the Engineers as if the same had been specifically stated; without any additional charge to the City,
9. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written or parole agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance.

10. PASSED AND APPROVED this 17th day of July, A. D. 1947.

Alfred Callaghan,

ATTEST:

M A Y O R

J. Frank Gallagher,  
City Clerk.

## AN ORDINANCE 5470

GRANTING LEAVE OF ABSENCE TO MAYOR ALFRED CALLAGHAN, JULY 17TH, 1947, to July 23rd. 1947, INCLUSIVE. sive, or so much

\* \* \*

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

1. That Mayor Alfred Callaghan is excused by the Commissioners of the City of San Antonio for absence from the City from July 17th, 1947, to July 23rd, 1947, both inclusive, or so much thereof as may be necessary.

2. PASSED AND APPROVED THIS 17th day of July, A. D. 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk.

Alfred Callaghan,

M A Y O R

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## AN ORDINANCE 5471

MAKING A LEASE BETWEEN RICHARD H. FRIEDRICH AND THE CITY OF SAN ANTONIO FOR LAND FOR DISPOSAL OF GARBAGE.

BE IT ORDAINED b y the Commissioners of the City of San Antonio:

1. That this ordinance makes and manifesta a lease and contract between the City of San Antonio, Lessee, and Richard H. Friedrich, Lessor, for land on which the City of San Antonio shall have the right to dispose of garbage and rubbish of the City of San Antonio by the Sanitary fill method.

2. The land to be used by the City is described as follows:

3. A tract of 16.23 acres out of the George W. Brackenridge Estate tract in the G. Nunez Survey 151, beginning at a fence corner in the intersection of the north line of the Brackenridge Tract with the west line of the Salado Road for the northeast corner; thence south 6° 28' west with a fence, the west line of the Salado Road, 710.5 feet to a fence corner of the southeast corner; thence south 88° 29' west with a fence, the south line of the Brackenridge Tract, 783. feet to the southwest corner in the center of the Salado Creek; thence up the center of the Salado Creek with its meanders north 27° 38' west, 215.5 feet, north 29° 12' west, 366.8 feet and north 0° 55' east 195 feet to the northwest corner in the north line of the Brackenridge Tract; thence north 88° 56' east with a fence, the north line of said tract, 1138.8 feet to the place of beginning.

4. Said land is to be used by the City for the disposal of garbage and rubbish by the City by the sanitary fill method.

5. The City reserves the right to erect, place and maintain on the said premises any and all improvements it may deem necessary or advisable, and may remove any and all of such improvements at the expiration or termination of this lease which it has erected, except those which are permanent in character attached to the realty and which cannot be removed from the realty without considerable damage to same.

6. The Lessor acknowledges that he understands fully the purpose for which this land is to be used, and in consideration of the terms of this contract does hereby release the City of San Antonio from all damages to the realty resulting directly or indirectly from the use herein described.

7. This contract shall terminate when the City of San Antonio has deposited garbage and rubbish to the capacity of this land, in the opinion of the Commissioner of Parks, Sanitation, and Public Property.

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

9. PASSED AND APPROVED THIS 17th day of July, A. D. 1947.

Alfred Callaghan,

MA Y O R

ATTEST:

J. Frank Gallagher,  
City Clerk.

10. ACCEPTED as the contract between the City of San Antonio and Richard H. Friedrich, this 17th day of July, A. D. 1947.

R. H. Friedrich,

Lessor

## AN ORDINANCE 5472

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND  
SOL WEST, JR., LEASING THE OLMOS DRIVING RANGE.

\* \* \*

BE IT ORDAINED by the Commissioners of the City of San Antonio:

1. That this ordinance makes and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and Sol West, Jr., of the County of Bexar and State of Texas, hereinafter called "LESSEE", as follows:
2. That the City grants and the Lessee accept a lease on that certain tract of land known and designated as the Olmos Driving Range, in Bexar County, Texas, more particularly described as follows:
3. Beginning at a point on the vertical face of the upstream side of the Olmos Dam, said point being at Station 12 plus 40 as shown on construction plans of said Dam; thence in a northeasterly direction along said vertical face of the Olmos Dam 1000 feet to a point for a corner; thence angle left 90 degrees 00' a distance of 200 feet to a point for a corner; thence angle right 90° 00' a distance of 355.6 feet to a point for a corner; thence angle left 125° 50' a distance of 582.3 feet to a point for a corner; thence angle left 66° 10' a distance of 1037.4 feet to a point for a corner; thence angle left 78° 00' a distance of 456 feet to the place of beginning.
4. For the term beginning June 1st, 1947 and ending May 31, 1949, for a total rental of \$1200.00, said rental to be paid in advance monthly installments on the first of each and every month, each installment being \$50.00 per month, and Lessee shall pay all utility bills for the operation of said business.
5. All payments shall be made at the office of the License and Dues Collector of San Antonio, and this contract is performable exclusively in Bexar County, Texas.
6. Lessee is leasing said premises for the purpose of operating a golf driving range, and agrees that he will conduct no other type or line of business on said premises, or allow same to be conducted; provided, that the Lessee is hereby given the right to sell merchandise, refreshments, sandwiches, confectionery, tobacco products, golf balls and clubs, and all items which may legally be sold.
7. Lessee acknowledges that he has examined the property leased and that it is suitable for all purposes for which it is leased, and that it is leased as it is, regardless of any defects which may exist, whether the same are apparent or otherwise.
8. Lessee agrees that all statutes of the State of Texas which apply to him in the conduct of said business or any business conducted on said premises by him will be obeyed and observed by him, his agents, servants and employees; and Lessee further agrees that he will not make, or suffer any unlawful, improper or offensive use of the premises to be made by him, nor any use which shall be injurious to any person or property.
9. Lessee shall not erect any new buildings on said premises. Lessee agrees at his own expense to make such improvements and or additions as are reasonably necessary to maintain the premises in a clean modern and sanitary manner, provided that at the expiration of this lease or any renewal thereof, or upon cancellation thereof, tenant may remove any buildings erected thereon or now situated thereon which can be removed without substantial damage to the property or to the City. In the event of such removal, lessee shall restore the premises in good condition. Any building which cannot be removed without substantial damage to the property shall become the property of the City without any cost or obligation on the part of the City.
10. The following is hereby declared to be a true and correct inventory of the property now belonging to the tenant, on said premises, which may be removed upon the expiration of this lease or any renewal thereof or upon cancellation hereof: 3 buildings, 2 sheds, poles, posts, shrubs, trees, flowers, sights wiring, tees and all other improvements or trade fixtures which have been or may be in the future installed, water mains and pipe connections.
11. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Tenant further agrees that he will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, or in any way growing out of the use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Lessee, his heirs and assigns, agents, servants and employees.
12. That all property of any kind that may be on the premises during the term of this lease, or any extension or renewal thereof, shall be at the risk of the Lessee and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to any property of any person from any cause on said premises; this provision to be in addition to the provisions of the preceding paragraph and other parts of this lease, and shall not modify said other parts or provisions in any way or manner.
13. That no assent, expressed or implied, by the City of any breach of Lessee's covenants, premises and/or conditions shall be deemed to be a waiver thereof. Any written assent or consent to such a breach by Lessee shall not be deemed to be a waiver of any succeeding breach of the same or any other covenant, promise and/or condition of this lease contract.
14. Lessee agrees that in the event of a sale of said premises by the City of San Antonio to any person, firm or corporation, or in the event the City desires to use said premises for any public purpose, other than driving range, the City may cancel this agreement by giving 60 days advance notice in writing to the Lessee; provided, that in time of public calamity or emergency in connection with any flood, the City may immediately take possession

for such purposes of flood control as it may deem necessary, and the rental thereof shall be abated for such period.

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

16. The Lessee acknowledges that the leased property is in the area of the Olmos Flood Detention Basin and is subject to recurrent inundation; and does hereby release the City from all debts, demands and causes of action caused by water; and will remove everything that will float when a flood is anticipated.

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

18. This contract shall be accepted and binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

19. PASSED AND APPROVED this 17th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST:

J. Frank Gallagher,  
City Clerk.

20. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and Sol West, Jr., is accepted in all things by the undersigned this 17th day of July, A. D. 1947.

Sol West Jr.

Lessee.

\* \* \*

AN ORDINANCE 5473

AMENDING PARAGRAPH 36 OF THE CIVIL SERVICE CODE CONCERNING  
PHYSICAL QUALIFICATIONS.

1. WHEREAS, at the regular meeting of the Fire and Police Civil Service Board, on the 10th of July, 1947, the Board voted to recommend that the ordinance of the 29th of August, 1946 be repealed and reduce the minimum height and weight requirements for Fire, Police and Fire Alarm Operators Departments from 5 feet 10 inches and 165 pounds, to 5 feet 8 inches and 150 pounds;

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

2. That Section 36 of the Civil Service Code, adopted April 27, 1932, and approved by the City Commission on the 9th of May, 1932, as amended, be amended so as to read hereafter as follows:

3. "36. Entrance into the Fire and Police and Fire Alarm Operators Departments: Applicants must be 5 feet, 8 inches tall on bare feet, and not under 150 pounds weight stripped, and shall be of proportionate build. The chest measurement between forced inspiration and forced expiration must be at least three inches. Waist measurement in excess of chest measurement constitutes cause for rejection, suspension or discharge."

4. All ordinances and regulations of the Fire and Police Civil Service Board in conflict herewith are hereby repealed and annulled.

5. PASSED AND APPROVED this 17th day of July, A. D. 1947.

ATTEST:

J. Frank Gallagher,  
City Clerk,

Alfred Callaghan,  
M A Y O R

O.K. C. Ray Davis, Henry F. Hein, James W. Knight, Raymond South

## AN ORDINANCE 5474

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND JOHN H. KRUEGER,  
LEWIS B. YATES AND EDDIE J. DUERIER, A PARTNERSHIP.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and John H. Krueger, Lewis B. Yates and Eddie J. Duerler, a Partnership, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of July 1947, and ending on the 30th day of June 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to wit:

3. Building 522. Said structure located on Stinson Field, San Antonio, Texas, and is to be used for the operation of a Laundry, Grocery, Beauty Shop, Barber Shop and Butcher Shop for retail trade.

4. The amount of the rent for this property is \$120.00, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$120.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 2½ per cent of the amount of all gross sales made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

6. Lessor shall have the right at all reasonable times to inspect the books, records and receipts of the Lessee, covering items sold where the Lessor receives a percentage therefrom and the Lessee shall maintain a standard system of bookkeeping to facilitate this inspection.

7. The Lessee agrees that it will take good care of said premises and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises in a clean, sanitary and attractive condition.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

9. The Lessee will not permit malt, vinous, or alcoholic beverages on the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, store, m.m. inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

10. Lessee agrees that prices charged for things sold shall at all times be reasonable and not exorbitant, and comparable with prices charged for the same articles at similar places in the City, and that he will at his own expense furnish all fixtures and equipment necessary to conduct modern, up-to-date, and high class services.

11. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.

12. The Lessee agrees that he will not add to this lease not sublet and will not transfer or sell it in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.

13. The Lessee acknowledged that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".

14. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

15. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises and business conducted therein, and all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

17. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudices to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resum possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall

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

18. Lessee shall hold and save the City harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted hereunder, whether such claim results from negligence of the Lessee or not. In this connection, it is understood and agreed that the Lessee will obtain suitable and appropriate public liability insurance and property damage insurance.

19. Lessee covenants and agrees that at the termination of this lease, it will surrender said premises to the Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised herein after the termination of this lease, and after Lessee has been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

20. In testimony whereof, the parties have hereunto set their hands in duplicate.

21. PASSED AND APPROVED this 17th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

22. APPROVED AND ACCEPTED this 17th day of July, A. D. 1947.

Lessee: /s/ Eddie J. Duerler,  
/s/ Lewis B. Yates &  
John H. Krueger

\* \* \*

AN ORDINANCE 5475

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO  
AND SAN ANTONIO AVIATION SCHOOL.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and San Antonio Aviation School, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessee leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of July 1947, and ending on the 30th day of June 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 609 and Building 615. Said structures are located on Stinson Field, San Antonio, Texas, to be used as a Flying school and service.

4. The amount of the rent for this property is \$180.00 payable in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$180.00 each month for the term thereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. If Lessee engages in flying training, an operation charge shall be paid as follows: \$35.00 for the 1st aircraft used; \$35.00 for the 2nd aircraft used; \$25.00 for the 3rd aircraft used; \$20.00 for the 4th aircraft used; \$15.00 for the 5th aircraft used; \$10.00 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for Lessee and his employees.

8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article in similar places in the City.

10. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the premises by arrangement with representatives of these public utilities.

11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".

12. The Lessee agrees that he will take care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demises premises in good order upon the termination of this lease, ordinary wear and tear excepted.

13. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

14. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises and business conducted therein, and all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

16. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or its, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

17. The Lessee further agrees that he will at his own expense and cost indemnify and hold harmless the Lessor against the claim or claims of any person or persons, natural or corporate, arising out of any injuries to person or property where such injuries or any part thereof have occurred during the term of this contract and on or in the premises described in Paragraph 3 of this contract.

18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 17th day of July, A.D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

20. APPROVED AND ACCEPTED this 17th day of July, A. D. 1947.

SAN ANTONIO AVIATION SCHOOL

/s/ Rob't Wilcut, Lessee

\* \* \*

AN ORDINANCE 5476

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND  
MARION P. HAIR.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Marion P. Hair, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration herein set out, for the term beginning on the 1st day of July 1947, and ending on the 30th day of June 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-

3. Hangar 604, Bldg. 628(1/2). Said structure located on Stinson Field, San Antonio, Texas to be used for storage and service of aircraft and student training.

4. The amount of the rent for this property is \$140.00 per mo, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$140.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. I Lessee engages in flying training, an operation charge shall be paid as follows: \$35.00 for the 1st aircraft used; \$35.00 for the 2nd aircraft used; \$25.00 for the 3rd aircraft used; \$20.00 for the 4th aircraft used; \$15.00 for the 5th aircraft used; \$10.00 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom designated for the Lessee and his employees.

8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of any such designation.

9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.

10. The Lessee shall pay gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.

11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit (A), and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit (B).

12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

13. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all premanent additions or alterations made by the Lessee shall become the property of the Lessor.

14. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent paid to the time of the fire.

15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises, and business conducted therein, and all orders and requirements imposed by the borad of health, sanitary and police departments for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

16. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and it, its agent or attorney, shall have the right, without further notive or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for atrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency, and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, chattels, wares, implements, fixtures, tools and other presonal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

17. The Lessee further agrees that he will at his own expense and cost indemnify and hold harmless the Lessor against the claim or claims of any person or persons, natural or corporate, arising out of any injuries to person or property where such injuries or any part thereof have occurred during the term of this contract and on or in the premises described in Paragraph 3, of this contract.

18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 17th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

20. APPROVED AND ACCEPTED this 17th day of July, A.D. 1947.

/s/ Marion P. Hair, Lessee

\* \* \*

AN ORDINANCE 5477

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO  
AND REICHSTEIN, STINSON AND YAGER.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Reichstein, Stinson and Yager, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of July 1947, and ending on the 30th day of June 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 558. Said structure located on Stinson Field, San Antonio, Texas and to be used for Shop purposes.

4. The amount of the rent for this property is \$60.00, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Texas, Bexar County, at the rate of \$60.00 each month for the term hereof, and in addition to the charges specified herein.

5. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom designated for the Lessee and his employees.

6. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

7. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.

8. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.

9. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in the attached Exhibit "B".

10. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

11. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

12. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

13. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises, and business conducted therein, and all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

14. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

15. The Lessee further agrees that he will at his own expense and cost indemnify and hold harmless the Lessor against the claim or claims of any person or persons, natural or corporate, arising out of any injuries to person or property where such injuries or any part thereof have occurred during the term of this contract and on or in the premises described in Paragraph 3 of this contract.

16. In testimony whereof, the parties have hereunto set their hands in duplicate.

17. PASSED AND APPROVED this 17th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

18. APPROVED AND ACCEPTED this 17th day of July, A. D. 1947.

| S. W. Reichstein

/s/ | Edward Stinson

| Ray A. Yager

Lessee

\* \* \*



18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 17th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

20. APPROVED AND ACCEPTED this 17th day of July, A.D. 1947.

/s/ W. G. Craig, Lessee

\* \* \*

AN ORDINANCE 5479

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO  
AND EDGAR TOBIN AERIAL SURVEYS.

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

1. That this makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Edgar Tobin Aerial Surveys, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of July 1947, and ending on the 30th day of June 1948, the following described property situated in the City of San Antonio in the County of Bexar and the State of Texas, as follows, to-wit:
3. Hangar 605. Said structure located on Stinson Field, San Antonio, Texas, and to be used for the storage and service of aircraft.
4. The amount of the rent for this property is \$190.00, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$190.00 each month for the term hereof, and in addition to the charges specified herein.
5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.
6. If Lessee engages in mapping surveys, aerial photography, or similar business, he will pay as scheduled flights the average daily landings of such flights over a period of 30 days, test, and transition landings being excluded therefrom, on the basis of gross weight of aircraft used, to-wit; Single engine aircraft \$35.00 each per month per aircraft; light twin engine aircraft, 15,000 pounds gross weight or over, \$75.00 each per month per aircraft, on the 15th day of each month following the operation.
7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom designated for the Lessee and his employees.
8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.
10. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.
13. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
14. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises, and business conducted therein, and all orders for requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

16.16. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice, or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

17. The Lessee further agrees that he will at his own expense and cost indemnify and hold harmless the Lessor against the claim or claims of any person or persons, natural or corporate, arising out of any injuries to person or property where such injuries or any part thereof have occurred during the term of this contract and on or in the premises described in paragraph 3 of this contract.

18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 17th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

20. APPROVED AND ACCEPTED this 8th day of July, A. D. 1947

/s/ Edgar Tobin Aerial Surveys, Lessee

By Edgar Tobin, Owner

\* \* \*

A RESOLUTION 5480

CALLING FOR BIDS TO DRILL A WATER WELL AT THE MUNICIPAL AIRPORT, TO BE SUBMITTED JULY 31, 1947.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, San Antonio, 5, Texas to supply all labor, equipment and surface casing to drill a well to a minimum depth of 600 feet, and additional charge per foot to final depth not to exceed 900 feet.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid to Drill Water Well at the Municipal Airport".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The construction bond shall be 50 per cent of the total cost of the job. The construction bond shall be 50 per cent of the total cost of the job. No maintenance bond will be required.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A.M. CST

Thursday, the 31st of July, A.D. 1947

and then publicly opened and read aloud in the City Council Chamber. Any bids received after the closing time will be returned unopened.

5. The work shall be done and completed in accordance with plans and specifications prepared by Harold L. Clark, Airport Engineer. Specifications will be available at the office of the Airport Engineer on Municipal Airport.

6. The successful bidder will be required to execute the Standard City Forms Construction Contract prepared and supplied by the City of San Antonio.

7. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall have the exclusive power to construe and apply the meaning thereof.

8. No bids may be withdrawn less than three weeks after the scheduled closing time.

9. The City reserves the right to reject any or all bids and waive formality.

10. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid,

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER".

12.. PASSED AND APPROVED this 17th day of July, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 144

AN ORDINANCE 5481

APPROPRIATING \$69,441.92 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, FOR MATERIALS AND SUPPLIES FOR THE MONTH OF JUNE 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$69,441.92 be, and the same is hereby appropriated out of the 1947 General Fund, Various Departments, for materials and supplies for the month of June 1947, as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 145

AN ORDINANCE 5482

APPROPRIATING \$31.26 IN REFUND TO P. N. SPILLER FOR LICENSE FEE PAID IN ERROR.

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

1. That \$31.26 be and the same is appropriated hereby out of the 1946 General Fund, Taxes, Licenses and Fines Account, in refund to P. N. Spiller for license fee paid in error, on 1946 license No. 253, in the amount of \$41.68, in the name of Phil's Package Store (P. N. Spiller).

2. Upon surrender of said license, the Auditor is directed to deliver to P. N. Spiller city warrant in the amount of \$31.26, and the License and Dues Collector is directed to cancel said license.

3. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 146

AN ORDINANCE 5483

APPROPRIATING \$50,046.02 OUT OF THE 1947 GENERAL FUND TO PAY TWO NOTES NOS. 7 & 8 INCLUSIVE, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay two notes, 7 & 8 inclusive, of the 1947 General Fund Series, maturing on or before May 31st, 1948; and that the sum of \$46.02, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, to pay interest on 1947 General Fund Notes Nos. 7 & 8 inclusive.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 147

AN ORDINANCE 5484

APPROPRIATING \$1,724.74 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY GOVERNMENT TAX ON ADMISSIONS FOR THE MONTH OF JUNE 1947

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,724.74, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to the Collector of Internal Revenue, being tax on admissions from June 1st, 1947, to June 30th, 1947 inclusive, as per statement on file in the City Auditor's office as follows:

1947 General Fund.

Attest:

J. Frank Gallagher

City Clerk

Governor's Palace.....\$55.82  
Witte Museum 62.56  
Swimming Pools 1,606.36

Alfred Callaghan

PASSED AND APPROVED on the 24th day of July, 1947.

M A Y O R

APPRO. NO. 148

AN ORDINANCE 5485

APPROPRIATING \$101.95 OUT OF THE 1946 GENERAL FUND, AUDITING DEPT., TO PAY VARIOUS MERCHANTS FOR SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$101.95, be and the same is hereby appropriated out of the 1946 General Fund, Auditing Department, for supplies and miscellaneous expenditures, payable to the person, persons or firms, as per approved purchase orders on file in the City Auditor's Office as shown below:

Blue & Blue, Printers.....	\$ 9.50
The Clegg Co.	8.75
Carleton Printing Co.	53.10
" " "	20.90
San Antonio Rubber Stamp Co.	9.70
	<u>\$101.95</u>

Payable out of Council Appropriation 1142 dated May 31, 1947.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 149

AN ORDINANCE 5486

APPROPRIATING \$403.75 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$403.75, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for perios July 1st, 1947 to July 15th, 1947, incl. as per approved Engineer's estimates on file in the City Auditor's Office, out of the following Departments.

Parks & Plazas.....	\$199.75
Rivers & Ditches	78.00
Garbage & Sanitation	<u>126.00</u>
Total.....	\$403.75

PASSED AND APPROVED on the 24th day of July, 1947

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 150

AN ORDINANCE 5487

APPROPRIATING \$204.90 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, FOR MATERIALS AND SUPPLIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$204.90, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, payable to Builders-Providence Inc., Post Office Box 1342, Providence, Rhode Island, for materials and supplies as per purchase order #2282 , Invoice #3351 WS:

<u>For 60" Tube</u>	<u>For 24" Tube</u>	<u>For 6" Tube</u>
6 Handles	8 Handles	4 Handles
6 Inlet Stems	8 Inlet Stems	4 Inlet Stems
6 Throat Stems	8 Throat Stems	4 Throat Stems
6 Bodies less Stems and Handles		

\$204.90

PASSED AND APPROVED on the 24th day of July, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

APPRO. NO. 151

AN ORDINANCE 5488

APPROPRIATING \$250.70 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE DEPARTMENT, TO PAY SOUTHWEST STONE SOMpany FOR 200.56 TONS OF CRUSHED ROCK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.70, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance Department to pay Southwest Stone Company for 200.56 Tons of Crushed Rock as per statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 152

AN ORDINANCE 5489

APPROPRIATING \$233.33 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY FOWLER & COMPANY, ENGINEERS, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$233.33, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund to pay Fowler & Company, their first estimate for professional services in accordance with contract on file in the office of the City Clerk.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 153

AN ORDINANCE 5490

APPROPRIATING \$440.00 IN PAYMENT TO JACK SKELTON FOR USE OF BULLDOZER IN STRIPPING AIRPORT GRAVEL PIT.

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

1. That \$440.00 is appropriated hereby out of the 1947 General Fund, Street Maintenance, in payment to Jack Skelton for use of bulldozer in stripping Airport Gravel Pit, as per statement attached hereto and made a part hereof.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 154

AN ORDINANCE 5491

APPROPRIATING \$837.00 TO STEWART TITLE GUARANTY COMPANY, FOR LAND TO BE CONVEYED BY W. C. CURTIS FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$837.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by W. C. Curtis, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being a 26.00 foot strip from the south side of Lot 32, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 155

AN ORDINANCE 5492

APPROPRIATING \$1,500.00 TO BE DEPOSITED WITH THE COUNTY CLERK IN CAUSE STYLED CITY OF SAN ANTONIO VS MRS. NELL ALEXANDER, A SINGLE WOMAN, IN CONDEMNATION.

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

1. That the sum of \$1,500.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, payable to the County Clerk of Bexar County, Texas, to be deposited with the County Clerk of Bexar County, Texas, for the avvount of Mrs, Nell Alexander, a single woman, in the condemnation proceedings by the City of San Antonio to acquire Part of Lot 5, Block 3, New City Block 6292, for right-of-way purposes for the Urban Expressway (Interregional Highway).

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 156

AN ORDINANCE 5493

APPROPRIATING \$705.00 TO STEWART TITLE GUARANTY COMPANY, FOR LAND TO BE CONVEYED BY SAM WILLIAMS AND WIFE, HENRIETTA WILLIAMS, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$705.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Sam Williams and wife, Henrietta Williams, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway). being a 26.00 foot strip of land from the south side of Lot 2 8, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 157

AN ORDINANCE 5494

APPROPRIATING \$1,375.00 TO BE DEPOSITED WITH THE COUNTY CLERK IN CAUSE STYLED CITY OF SAN ANTONIO VS J. B. GUERRERO AND WIFE, VIRGINIA GUERRERO, IN CONDEMNATION.

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

1. That the sum of \$1,375.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, payable to County Clerk of Bexar County, Texas, to be deposited with the County Clerk of Bexar County, Texas, for the account of J. B. Guerrero and wife, Virginia Guerrero, and Kansas City Life Insurance Company as its interest may be established by law, in the condemnation proceedings by the City of San Antonio to acquire the East Part of Lot 21, New City Block 1197, for right-of-way purposes for the Urban Expressway (Interregional Highway).

2. PASSED AND APPROVED this 24th day of July, A. D. 1947

Alfred Callaghan

ATTEST

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 158

AN ORDINANCE 5495

APPROPRIATING \$1,800.00 TO STEWART GUARANTY TITLE COMPANY, FOR LAND TO BE CONVEYED BY EARL GOODRICH AND WIFE, MARY E. GOODRICH, FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,800.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Earl Goodrich and wife, Mary E. Goodrich, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 27, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 159

AN ORDINANCE 5496

APPROPRIATING \$655.00 TO STEWART TITLE GUARANTY COMPANY, FOR LAND TO BE CONVEYED BY TOM REEVES AND WIFE, ETHEL MAE REEVES, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY (Interregional Highway)

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

1. That \$655.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed to Tom Reeves and wife, Ethel Mae Reeves, for right-of-way for Urban Expressway (Interregional Highway), being a 26.00 foot strip off the south side of Lot 29, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 160

AN ORDINANCE 5497

APPROPRIATING \$655.00 TO STEWART TITLE GUARANTY COMPANY, FOR LAND TO BE CONVEYED BY CRUZ C. SORIANO, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$655.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Cruz C. Soriano, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being a 26.00 foot strip of land from the south side of Lot 30, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 161

AN ORDINANCE 5498

APPROPRIATING \$10,500.00 TO BE DEPOSITED WITH COUNTY CLERK IN CAUSE STYLED CITY OF SAN ANTONIO VS LEONA H. BETHEA, A WIDOW, IN CONDEMNATION.

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

1. That \$10,500.00 be and the same is hereby appropriated out of the Interregional Highway A-45 fund, payable to the County Clerk of Bexar County, Texas, to be deposited with the County Clerk of Bexar County, Texas, for the account of Leona H. Bethea, a widow, in the condemnation proceedings by the City of San Antonio to acquire parts of Lots 26, 27 & 28, Block 4, New City Block 6483, for right-of-way purposes for the Urban Expressway (Interregional Highway).

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 162

AN ORDINANCE 5499

APPROPRIATING \$575.00 TO BE DEPOSITED WITH THE COUNTY CLERK IN CAUSE STYLED CITY OF SAN ANTONIO VS GEORGE HOPPER AND WIFE, MARY JANE HOPPER, IN CONDEMNATION.

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

1. That the sum of \$575.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, payable to the County Clerk of Bexar County, Texas, to be deposited with the County Clerk of Bexar County, Texas, for the account of George Hopper and wife, Mary Jane Hopper, in the condemnation proceedings by the City of San Antonio to acquire Part of Lot 31, Block 1, New City Block 6480, for right-of-way purposes for the Urban Expressway (Interregional Highway).

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 163

AN ORDINANCE 5500

APPROPRIATING \$755.00 TO STEWART TITLE QUARANTY COMPANY, FOR LAND TO BE CONVEYED BY MAUD PERRY, A WIDOW, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$755.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Maud Perry, a widow, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being a 26.00 foot strip from the south side of Lot 33, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 164

AN ORDINANCE 5501

APPROPRIATING \$1,105.00 TO STEWART TITLE GUARANTY COMPANY, FOR LAND TO BE CONVEYED BY MIKE MEJIO AND WIFE, SANTOS MEJIO, TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,105.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Mike Mejio and wife, Santos Mejio, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being 26.00 foot strip from the south side of Lot 31, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 165

AN ORDINANCE 5502

APPROPRIATING \$2,695.55 OUT OF THE INTERREGIONAL HIGHWAY A-45 FUND TO PAY JOHN E, ZELLER, FIVE PER CENT FEE FOR LAND AND IMPROVEMENTS PURCHASED FOR THE URBAN EXPRESSWAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,695.55, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay John E. Zeller, five per cent fee on \$53,911.00 being amount paid by the City for land and improvements acquired for the Urban Expressway in accordance with contract and ordinance passed and approved on Feb. 14, 1947, and approved statement on file in City Auditor's Office. PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 166

AN ORDINANCE 5503

APPROPRIATING \$1,653.18 OUT OF THE COMMERCE BUILDING FUND TO PAY VARIOUS MERCHANTS FOR SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,653.18, be and the same is hereby appropriated out of the Commerce Building Fund for supplies and miscellaneous expenditures payable to the person, persons or firms, as per approved purchase orders on file in the City Auditor's Office as shown below:

Carpenter Paper Co.....	\$ 54.33
City Public Service Board	111.53
The Clegg Co.	19.80
Davis Manufacturing Co., Inc.	16.17
Fox & Ratliff Sash & Door Co.	17.00
General Hotel Supply Co.	36.00
Improved Mailing Case Co., Inc.	142.50
R. P. Kincheloe Co.	192.30
Martin Linen Supply Co.	7.22
Otis Elevator Co.	66.00
Physicians & Surgeons Supply Co.	15.00
Pittsburgh Plate Glass Co.	2.25
Standard Electric Co., Inc.	1.50
San Antonio Broom Factory	10.14
San Antonio Drug Co.	3.25
Shiner-Sien Paper Co., Inc.	114.38
M. M. Smith	167.50
Noa Spears Co.	47.23
Standard Printing Co.	17.85
Star Chemical Co., Inc.	68.75
Texas Wiping Cloth Co.	12.50
Sylvan G. Underleider Co.	6.00
Martin Wright Electric Co.	<u>524.00</u>
	\$1,653.18

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 167

AN ORDINANCE 5504

ACCEPTING PROPOSAL OF BART MOORE COMPANY TO CONSTRUCT BRIDGE ACROSS APACHE CREEK AT SOUTH SAN MARCOS STREET, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT: AND APPROPRIATING \$36,430.00 IN PAYMENT FOR SAME.

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

1. That the proposal of Bart Moore Company, dated July 17, 1947, attached hereto and made a part hereof, to construct bridge across the Apache Creek at South San Marcos Street, furnishing all labor, equipment, materials and services for a total price of \$36,430.00, be and the same is accepted hereby.
2. That the Mayor is authorized hereby to execute contract with said Bart Moore Company, on the standard City form Construction Contract, covering this construction.
3. That all other bids are rejected hereby.
4. That \$36,430.00 is appropriated hereby out of the Street and Bridge C-45 Fund, in payment to said Bart Moore Company, for said construction, payments to be made on estimates approved by the Commissioner of Streets and Public Improvements.

5. PASSED AND APPROVED this 24th day of July, A.D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

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APPRO. NO. 168

AN ORDINANCE 5505

APPROPRIATING \$469.50 OUT OF THE 1947 GENERAL FUND, TO PAY CITY'S SHARE OF GROUP INSURANCE FOR THE MONTH OF JUNE 1947, COVERING VARIOUS EMPLOYEES IN THE POLICE & FIRE DEPARTMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$469.50, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay Aetna Life Insurance Company the City's Share of Group Insurance for the month of June 1947, covering various employees in the following departments.

Comm. Fire & Police.....	\$ 6.36
Police Dept.	318.24
Fire Dept.	142.26
Fire Alarm Dept.	<u>2.64</u>
	\$ 469.50

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

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APPRO. NO. 169

AN ORDINANCE 5506

APPROPRIATING \$1,661.00 OUT OF THE 1947 GENERAL FUND, FIRE DEPARTMENT FUND, FOR ONE (1) G.P.M. INTERNATIONAL FIRE TRUCK, 1-1/2 TON-CAPACITY, 1942 MODEL, MODEL #K5, SERIAL #26895, ENGINE #GKd233-36805, USA #506892, 4x2 DRIVE, 160" WHEEL BASE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,661.00, be and the same is hereby appropriated out of the 1947 General Fund, Fire Department Fund, payable to the Treasurer of the United States, Accounting Division, WAA, Grand Prairie Regional Office, P. O. Box 6030, Dallas, 2, Texas, in payment for one (1) International Fire Truck, 1-1/2 ton capacity, 1942 Model, Model #K85, Serial #26895, Engine #GKd233-36805, USA #506892, 4x2 Drive, 160" Wheel Base. DECL. AGENCY: SA-336-CE-11

Purchase Order #2086, dated July 3rd, 1947. Sales Document #3659385, dated July 16, 1947

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

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APPRO. NO. 170

AN ORDINANCE 5507

APPROPRIATING \$9,687.30 OUT OF THE 1947 GENERAL FUND, FIRE DEPARTMENT, FOR ONE (1) TYPE 85-750 G.P.M. MACK TRIPLE COMBINATION PUMPER, CHASSIS #85LS1098, ENGINE #ENF707A-163-77

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9,687.30, be and is hereby appropriated out of the 1947 General Fund, Fire Department, payable to the Mack-International Motor Truck Corporation, 3005 Harrisburg Blvd., P. O. Box 103, Houston, Texas, in payment for one (1) Type 85-750 G.P.M. Mack Triple Combination Pumper, Chassis #85LS1098, Engine #ENF707A-163-77. Purchase Order #6144, dated Dec. 5, 1945. BR. Order #1QH1-28, dated July 8, 1947.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

APPRO. NO. 171

AN ORDINANCE 5508

APPROPRIATING \$2.50 OUT OF THE 1947 GENERAL FUND, REFUND ACCOUNT, TO REIMBURSE MRS. ALEJANDRO SANCHEZ FOR FINE PAID IN ERROR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.50, be, and the same is hereby appropriated out of the 1947 General Fund, Refund Department, payable to Mrs. Alejandro Sanchez, to reimburse her for fine paid in error on Receipt No. 130-215, Case No. 93416, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 172

AN ORDINANCE 5509

APPROPRIATING \$13.25 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO REIMBURSE J. FRANK GALLAGHER, CITY CLERK, AMOUNTS PAID TO COUNTY CLERK FOR FILING FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13.25, be and the same is hereby appropriated out of the 1947 General Fund, out of the departments shown below, payable to J. Frank Gallagher, City Clerk, for filing fees paid to County Clerk for recording deeds, sewer easements, etc., as per receipts on file in the City Auditor's Office:

Stinson Field.....	\$2.00
Sewer Dept.	1.75
La Villita	2.00
Street Dept.	<u>7.50</u>
Total.....	\$13.25

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 173

AN ORDINANCE 5510

APPROPRIATING \$617.65 OUT OF PARK REVENUE BOND, 1945 FUND TO PAY VARIOUS DEPARTMENTS FOR SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$617.65, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for supplies and miscellaneous expenditures, payable to the person, persons or firms, as per approved purchase orders on file in the City Auditor's Office, as shown below:

City Public Service Board.....	\$ 93.70
Golden West Oil Co.	129.10
Shiner-Sien Paper Co.	71.28
West Disinfecting Co.	73.00
R, N. White Co.	<u>215.45</u>
	\$617.65

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 175

AN ORDINANCE 5512

APPROPRIATING \$1,188.35 OUT OF THE ADVERTISING FUND TO PAY VARIOUS FIRMS FOR ADVERTISING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,188.35, be and the same is hereby appropriated out of the Advertising Fund, payable to the person, persons or firms for advertising, as per approved purchase orders on file in the City Auditor's Office, as shown below:

Maverick Clarke Litho Co.,,,,	\$1,178.35
Arthur Pfeil	10.00
	<u>\$1,188.35</u>

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 174

AN ORDINANCE 5511

APPROPRIATING \$250.00 OUT OF THE 1946 GENERAL FUND, STINSON FIELD DEPARTMENT, TO PAY CATTO & PUTTY, JULY INSTALLMENT NO. 2, DUE JULY 19th, 1947, ON HANGAR DOORS AT STINSON FIELD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.00, be and the same is hereby appropriated out of the 1946 General Fund, Stinson Field Department, to pay Catto & Putty July Installment No. 2, due for doors on Hangars 601 & 602 at Stinson Field in accordance with the ordinances passed and approved on November 14th and 21st, 1946.

(To be paid out of Appropriation No. 1142, dated May 31, 1947)

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 176

AN ORDINANCE 5513

APPROPRIATING \$20.00 OUT OF THE 1947 GENERAL FUND, HEALTH DEPARTMENT, PAYABLE TO W. T. QUILLIN, CASHIER OF THE HEALTH DEPARTMENT, FOR INCIDENTAL EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.00, be and the same is hereby appropriated out of the 1947 General Fund, Health Department, payable to W. T. Quillin, Cashier of the Health Department, to be used for incidental expenditures or the Health Department, as provided by Section 16 of the Finance Ordinance.

PASSED AND APPROVED on the 24th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

## AN ORDINANCE 5514

MAKING AND MANIFESTING CONTRACT WITH  
SAN ANTONIO ZOOLOGICAL SOCIETY, INC.

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

1. That this ordinance makes and manifesta a contract by and between the City of San Antonio, a municipal corporation, and San Antonio Zoological Society, Inc., a Texas corporation domiciled in San Antonio, Texas, said Corporations hereinafter referred to, respectively, as "CITY" and "ZOOLOGICAL SOCIETY".
2. That the City agrees that an admission fee of 17 cents, plus tax, for adults and 8 cents, plus tax, for children from 12 to 18 years of age, be charged daily and Sunday for admission to the Zoological Park adjoining Brackenridge and Koehler Parks in San Antonio, Texas, subject to the following exceptions:
3. That each and every Wednesday of each and every week of each and every month throughout the calendar year be a free day; provided, however, that in the event any free day falls upon a legal holiday, the admission fees herein set forth shall be charged. The holidays referred to herein shall be designated as follows; New Year, January 1st; Washington's Birthday, February 22nd; Texas Independence Day, March 2nd; San Jacinto Day, April 21st; Decoration Day, May 30th; Declaration of Independence, July 4th; Labor Day, 1st Monday in September; Armistice Day, November 11th; Thanksgiving Day, 4th Thursday in November; Christmas Day, December 25th.
4. That teachers in the Schools of San Antonio May take pupils into the Zoological Park at all times excepting Sundays, but that tax must be paid for each teacher and pupils from twelve (12) to eighteen (18) years of age entering said park.
5. That free admission of special groups, such as visitors, convention delegates, etc., may be granted at all times except Sundays at the discretion of the Mayor or Park Commissioner of the City of San Antonio, excepting that tax must be paid for each person so entering into the Zoological Park.
6. The City agrees to pass an ordinance requiring the admission fees above mentioned, and that all revenues obtained from said fees to be divided one-half (1/2) to the City and one-half (1/2) to the Zoological Society, subject to the conditions contained herein.
7. The City agrees to furnish the necessary food for the animals exhibited and to employ guards and keepers of same, and to supply the physical properties necessary for the proper exhibition thereof, but shall not be held liable for any act of negligence in that respect.
8. The Zoological Society agrees that its part of the revenue from admission fees will be spent in the purchase of new animals for exhibition from time to time and for such repairs, additions or improvements in and around said premises or other purposes for benefit of Zoological Society.
9. The Zoological Society shall have the exclusive right to sell ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts, popcorn, etc., in and upon the premises hereby leased, but it being distinctly understood and agreed that sales shall be made only to persons in the Zoological Park and no sales shall be made outside or through the gates, fences or outside windows, it being further understood and agreed that such concession may be operated by the Zoological Society or such rights may be assigned by it without the written consent or permission of the City. The Zoological Society agrees to pay the City of San Antonio for such concession the sum of \$50.00 per month during the entire term of this contract.
10. The term of this contract shall begin on the 1st day of June A. D. 1947 and shall end May 31st., 1949.
11. The Zoological Society agrees that it will furnish to the City of San Antonio public liability insurance to be approved by the Mayor of the City of San Antonio.

PASSED AND APPROVED THIS 24th DAY OF JULY, 1947.

ATTEST:  
J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

12. The foregoing instrument, constituting a contract with San Antonio Zoological Society, Inc., is accepted in all things by the undersigned duly authorized to do so, this \_\_\_\_\_ day of July, A. D. 1947.

SAN ANTONIO ZOOLOGICAL SOCIETY, INC.

BY

President

\* \* \*

## AN ORDINANCE 5515

ORDINANCE CLOSING PART OF GEORGE STREET AND CLOSING  
ALLEY IN NEW CITY BLOCK No. 959, AND AUTHORIZING QUIT-CLAIM  
THEREOF TO SAMUELS GLASS COMPANY.

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

1st. That George Street, from the north line of Newell Avenue to the north or north-east line of Lot Firty-six (46) in New City Block No. Nine Hundred Fifty-eight (958), as prolonged and extended, and being that part of said Street abutting Lots Nos. 40 to 46, inclusive, in New City Block No. 958, and Lots Nos. 33 to 39, inclusive, in New City Block



## AN ORDINANCE 5518

CONVEYING INTERNATIONAL FARMALL TRACTOR AND  
MOWER AT THE MUNICIPAL AIRPORT TO HUGO GROTE.

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

1. That the City of San Antonio grants, sells and conveys 1 International Farmall 20 Tractor and Mower, City number 2684, to Hugo Grote, for \$100.00.

2. Upon the delivery of the purchase price to the City, the Airport Manager is authorized to deliver said tractor to Hugo Grote.

PASSED AND APPROVED this 24th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST:  
J. Frank Gallagher,  
City Clerk

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## AN ORDINANCE 5519

MAKING A LEASE WITH THE UNITED STATES OF AMERICA  
FOR INTERSTATE AIRWAY COMMUNICATION STATION, AT  
THE SAN ANTONIO MUNICIPAL AIRPORT.

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

1. That the Mayor is authorized to execute a lease between the City of San Antonio and the United States of America for 6 rooms in the East Lean-to of Hangar No. 2, at the Municipal Airport, as quarters for the interstate Airway Communication Station, Department of Commerce, Civil Aeronautics Administration, from the 1st of July, 1947 to the 30th of June, 1948, at the rate of \$1.00 per year.

2. PASSED AND APPROVED this 24th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST  
J. Frank Gallagher  
City Clerk

\* \* \*

## AN ORDINANCE 5520

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE  
UNITED STATES OF AMERICA FOR A LEASE FOR THE WEATHER  
BUREAU OFFICE AT THE SAN ANTONIO MUNICIPAL AIRPORT,  
CONTRACT Cwb-6233.

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

1. That the Mayor be authorized to execute lease between the City of San Antonio and the United States of America, for a lease of Rooms 1, 2 and 3 in Hangar No. 2 and certain other space for a Weather Bureau Office, Storage and Instrument Exposure, at the San Antonio Municipal Airport, from the 1st of July, 1947 to the 30th of June, 1948, at a rental of \$1.00 per annum.

2. PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:  
J. Frank Gallagher  
City Clerk

\* \* \*

## AN ORDINANCE 5521

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF JOHN H. HALL  
& MRS. LORITA HALL NAYLOR.

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

1. That the petition of John H. Hall & Mrs. Lorita Hall Naylor, 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. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in formormity 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 \_\_\_\_\_ ARCADIA STREET, LOT W. 33 1/3' Lot 7- E 33 1/3' Lot 6, BLOCK 5538-7B, Terrell Hills, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST

J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

John H. Hall  
Lorita Hall Naylor  
Joe O. Naylor  
Lola O. Hall  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5522

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMTS, ON THE PETITION OF JOHN H. HALL & LOLA O. HALL.

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

1. That the petition of John H. Hall & Lola O. Hall, 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. 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 not situated on said premises at NUMBER \_\_\_\_\_ ARCADIA STREET, LOT E $\frac{1}{2}$  Lot 11 & 12 & 13, BLOCK 5538-7B, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with the 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 24th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST:

J. Frank Gallagher,  
City Clerk.

The foregoing permit and the conditions are accepted.

John H. Hall

Lola O. Hall

Petitioner and Licensee

\* \* \*

AN ORDINANCE 5523

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF MRS. ROSE BERNARD.

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

1. That the petition of Mrs. Rose Bernard, 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. 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 \_\_\_\_\_ ARCADIA STREET, LOT East 16 2/3' Lot 7 & 8, BLOCK 5538-7B, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk.

The foregoing permit and the conditions are accepted.

Rose Bernard

Petitioner and Licensee

## AN ORDINANCE 5524

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF MISS CLAUDIA DUKE.

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

1. That the petition of Miss Claudia Duke, 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. 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 \_\_\_\_\_ ARCADIA STREET, LOT 5 & W 16 2/3' Lot 6, BLOCK 5538-7B, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewers connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

Miss Claudia Duke  
Petitioner and Licensee

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## AN ORDINANCE 5525

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF RICHMOND LUMBER CO.

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

1. That the petition of the Richmond Lumber Co. 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. 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 701 Bandera Road, COUNTY BLOCK 5328, (see attached description), 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 sewers connection shall be subject to the regulation of the City, 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 judgement shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:  
J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

Richmond Lumber Co.  
By H. C. Jung, Gen. Mgr.  
Petitioner and Licensee.

\* \* \*

AN ORDINANCE 5526

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF CHAS. J. WOLFF.

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

1. That the petition of Chas. J. Wolff, 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. 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 720 Wiltshire STREET, LOT E & S 3' of Lot 2, BLOCK 5742, Terrell Hills Subdivision, 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, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan  
M A Y O R

ATTEST:  
J. Frank Gallagher

The foregoing permit and the conditions are accepted. Charles J. Wolff- Mrs. Chas. J. Wolff  
Petitioner and Licensee

## AN ORDINANCE 5527

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF JOHN P. LAWSON.

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

1. That the petition of John P. Lawson, 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. 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 789 BURR ROAD, Lot 2, BLOCK C COLONIAL ESTATES, TERRELL HILLS, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan,  
M A Y O R

ATTEST:  
J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

John P. Lawson  
Irene Lawson  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 5528

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF HAROLD M. SCHERR.

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

1. That the petition of Harold M. Scherr, 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. 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 124 MORNINGSIDE STREET, LOT 27, BLOCK 19; TERRELL HILLS COMPANY'S SUBDIVISION OF TERRELL HILLS, BEXAR COUNTY, TEXAS, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause

same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with the 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 24th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:  
J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

Harold M. Scherr  
Louise Scherr  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5529

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF JOHN P. SCOTT.

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

1. That the petition of John P. Scott, 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. 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 853 BURR ROAD, LOT 8, BLOCK A TERRELL HILLS SUBDIVISION, 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, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the Licensee and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rat a amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the dontinuance 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 24th day of July, A. D. 1947.

Alfred Callaghan  
M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

John P. Scott, Col.U.S.A (Ret.)  
Helen D. Scott  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5530

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF L. G. STARK &  
WIFE, FRANCES STARK.

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

1. That the petition of L. G. Stark and Frances Stark, for a license to use the sanitary sewerage system of the City of San Antonio 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. 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 628 TERRELL ROAD, LOT 7, BLOCK B, COLONIAL ESTATES, 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, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk.

The foregoing permit and the conditions are accepted.

L. G. Stark  
Frances Stark  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 5531

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE  
PETITION OF SYLVAN NORDHAUS.

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

1. That the petition of Sylvan Nordhaus, 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. 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 200 RIDGEMONT STREET, LOT 16, BLOCK 26, TERRELL HILLS, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulations of the City, 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 judgement shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

ALFRED CALLAGHAN

M A Y O R

ATTEST:  
J. Frank Gallagher  
City Clerk.

The foregoing permit and the conditions are accepted.

Sylvan Nordhaus  
Mrs. Patricia Nordhaus

\* \* \*

## AN ORDINANCE 5532

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF CALVERT GRAEBER

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

1. That the petition of Calvert Graeber, 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. 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 120 TERRELL STREET, LOT 4, BLOCK 71, Subdivision of Lot 515, Harlandale Acre Tracts, 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, 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 judgement shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher, City Clerk

The foregoing permit and the conditions are accepted.

C. Graeber  
Mrs. C. Graeber  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5533

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF WALTER J. ACHNING AND WIFE.

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

1. That the petition of W. J. Achning, 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. 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 at 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 534 GENESCO ROAD, LOT 8, CT. BLOCK 5093, 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, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST:  
J. Frank Gallagher  
City Clerk.

The foregoing permit and the conditions are accepted.

Walter J. Achning  
Mrs. Walter J. Achning  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5534

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF THOS. E. BARNES JR.

1. That the petition of Thos. E. Barnes Jr., 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. 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 211 LILAC LANE, LOT 3, BLOCK 28, TRACT 33, SUBDIVISION TERRELL HILLS, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:  
J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

T. E. Barnes Jr.  
Betty Barnes  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 5535

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF O. NEATHERY JR.

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

1. That the petition of O. Neathery Jr., 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. The house plumbing and the connection with the City sewer, shall be made and maintained at the cost and the 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 219 TUTTLE ROAD, LOT 20, BLOCK 1, Subdivision of Tracts 64 & 65, TERRELL HILLS, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 24th of July, A. D. 1947.

Alfred Callaghan,

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

O. Neathery Jr.  
Pamela Johns Neathery  
Petitioner and Licensee

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AN ORDINANCE 5536

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF ROY E. PHILLIPS.

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

1. That the petition of Roy E. Phillips, 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. The house plumbing and the connection with the City Sewer, shall be made and maintained at the cost and the 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 not situated on said premises at NUMBER 871 BURR ROAD, LOT 6, BLOCK A C.B. SUR. 5791, BEXAR COUNTY, TEXAS, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City on the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and

the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:  
J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

Roy E. Phillips  
Mrs. Laura O. Phillips  
Petitioner and Licensee

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AN ORDINANCE 5537

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF V.W. BRINKERHOFF Jr.

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

1. That the petition of V. W. Brinkerhoff Jr., 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. 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 not situated on said premises at NUMBER 420 RIDGEMONT STREET, LOT 4, BLOCK 30, 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, 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 judgement shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the 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 rate amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:  
J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

V. W. Brinkerhoff Jr.  
Petitioner and Licensee



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 shall be subject to the regulation of the City, 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 judgement shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 24th day of July, A. D. 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher  
City Clerk

The foregoing permit and the conditions are accepted.

Dorothy Lee Doss  
Arthur M. Doss  
Petitioner and Licensee

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AN ORDINANCE 5540

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF LEONARD COOPER

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:—

1. That the petition of Leonard Cooper, 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. 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 437 AVONDALE STREET, LOT 19, BLOCK 1, MONTCALM ADDITION, 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 sewers connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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