

APPRO. NO. 2076

AN ORDINANCE 19,428

ADOPTING THE ANNUAL BUDGET OF THE CITY FOR THE FISCAL YEAR 1953-54 ESTIMATING THE REVENUES FOR SAID FISCAL YEAR, AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES OF THE CITY OF SAN ANTONIO FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF VARIOUS DEPARTMENTS AND FOR THE VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY

WHEREAS, Section 83 of the Charter of the City of San Antonio requires the City Council to adopt an Annual Budget and, as adopted, such Budget shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriation and authorization of the amount to be raised by taxation for the purposes of the City, plus any encumbered balance from previous years; and

WHEREAS, the City Council has fully complied with the requirements of Section 83, with respect to reviewing the Budget and the holding of a public hearing thereon, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

Section 1. The Budget to which this ordinance refers and by reference made a part thereof, is hereby adopted as the Annual Budget of the City of San Antonio, for the fiscal year 1953-54.

Section 2. A general budget summary as required by Section 82 of the City Charter is set forth in pages V and VI, for the ensuing fiscal year 1953-54.

Section 3. The detailed estimated expenditures of the City for the ensuing fiscal year 1953-54 are set forth in pages 1 through 159, inclusive.

Section 4. The detailed estimated revenues of the City for the ensuing fiscal year 1953-54 are as set forth in said Budget in pages VII through X, inclusive.

Section 5. By the adoption of said Annual Budget, there is hereby appropriated for the purposes stated therein, the sums set forth in pages 1 through 159, inclusive, by activity accounts and the total sum appropriated for each such account as divided to the extent only of the following classifications thereof, to-wit: (1) Personal Services, (2) Contractual Services, (3) Commodities, (4) Other Charges, (5) Capital Outlay.

And, said appropriations as set forth shall be strictly applied for the uses and purposes of the respective departments and agencies, to-wit: as follows:

SUMMARY OF PROPOSED EXPENDITURES BY DEPARTMENTS AND ACTIVITIES 1953-54

GENERAL FUND

Departments and agencies

Mayor and Council	\$	17,290
City Manager		39,340
City Clerk		16,069
Corporation Court		171,484
Legal Department		83,170
Finance Department		602,672
Police Department		1,828,462
Fire Department		2,163,483
Public Works Department		3,473,101
Public Health Department		665,000
Parks and Recreation Department		978,295
Aviation Department		287,848
Personnel Department		32,359
City Planning Department		192,150
Library Department		299,070
Witte Museum		70,000
Municipal Defense		9,000
TOTAL DEPARTMENTS AND AGENCIES	\$	10,928,793

Other Functions

Public Functions	3,000
Elections	12,000
Legal Advertising	3,500
Board of Equalization	10,900
Texas Municipal Retirement System	170,000
Police & Firemen's Pension Administration	1,088
Insurance Contributions	10,000
Suits, Judgments and Settlements	20,000
Claims and Refunds	5,000
Special Investigations	10,000
Auditing	15,000
Insurance	67,474
Interest on Loans	55,000
Charges for Debt Services	5,000
Legal Counsel on Short Term Debt	500
Gas and Lights	245,000
Street Lighting	195,000

Other Functions (Continued)

Local Telephone Service	15,000
Civil Air Patrol	200
State Department of Public Welfare	800
Texas State Guard	9,000
Right-of-Way for Stephenson Road	25,000
Engineering Requirements for Expressway from Martin to Guadalupe	5,000
TOTAL OTHER FUNCTIONS	\$ 883,462

Contingencies

Unallotted Appropriations	\$ 174,533
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Special Assessment Funds

Civic Advertising	89,250
City-County Hospital	559,300
City-County T.B. Control Board	136,850
TOTAL SPECIAL ASSESSMENT FUNDS	\$ 785,400

General Obligation Debt Service

Redemption and Interest	\$ 1,988,060
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TOTAL GENERAL BUDGET	\$ 14,760,248
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Revenue Bond Funds

Health Center - 1943 (Commerce Building)	7,260
Park Revenue - 1945 (Willow Springs)	44,359
Park Revenue - 1949 (McAllister Building)	5,784

TOTAL REVENUE BONDS	\$ 57,403
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Working Capital Fund

Central Stores	223,425
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AGGREGATE APPROPRIATION	\$ 15,041,076
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Section 6. In conformity with Section 85 of the Charter of the City of San Antonio, the transfer of an unencumbered balance of an appropriation made for the use of a department or agency or purpose to any other department, agency or purpose may be made by the Council upon the written recommendation of the City Manager, provided, however,

(1) That the City Manager may, by written notice to the Director of Finance, transfer an unneeded surplus in the amount budgeted for one account classification or for one division or activity to another within the same department or agency in which a deficiency exists;

(2) And that if and when in the judgment of the City Manager, actual and/or probable receipts are less than the amount estimated and herein appropriated for expenditure, the City Manager shall forthwith effect a like reduction in the expenditures of the several departments and/or activities in order that, as contemplated by the City Charter, expenditures during the fiscal year shall not exceed the income for such period;

(3) It is the intention of the Council, by the passage of this ordinance, to merely appropriate the funds provided for herein above, and shall never be construed to create any office or position.

Section 7. PASSED AND APPROVED this 31st day of July A. D. 1953.

Henry B. Gonzalez
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,429

AN ORDINANCE AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED; THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO RE-ZONE: CASE 269, PROPERTY IN SHEARER HILLS, NORTH SHEARER HILLS AND EAST SHEARER HILLS; CASE 292, PROPERTY IN UNIT 6 SHEARER HILLS; CASE 297, PROPERTY ON BRIGHTON AVENUE;

ORDINANCE NO. 19,429 continued.

CASE 298, PROPERTY EAST OF PROBANDT EXTENSION; CASE 301, PROPERTY AT MERIDA AND ELMENDORF STREETS. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED THIS 6TH DAY OF AUGUST, A.D. 1953.

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

1. That an ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.", passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, A. D. 1938, be and the same is hereby amended as follows:

2. CASE NO. 269

"To re-zone property in Shearer Hills, North Shearer Hills and East Shearer Hills as follows:

From "B" Residential to "A" Residential:

NCB	LOTS	NCB	LOTS
10101	1-7	10054	Blk. 7, Lots 10-19
10035	ALL	10055	ALL Blk. 8
10036	ALL	10056	1-12 and 17-27 Blk. 9
10037	ALL	10059	ALL Blk. 12
10038	ALL	10061	ALL Blk. 14
10039	ALL	10062	6-17
10040	ALL	10063	5-8
10041	ALL	10066	ALL
10042	ALL	10064	6-9
10043	ALL	10065	ALL
10044	ALL	10067	1-12, Blk. 20
10045	1-A through 8-A and 21 through 22 and 27 through 30 and 37 through 41 inclusive	10069	10-16, BLK. 22
10046	ALL	10070	1-6
10047	3, 3-A through 7		
10052	5-24		
10053	1-9		

To re-zone from "D" Apartment to "A" Residential:

NCB 10070 Lots 7-10

To re-zone from "F" Local Retail to "A" Residential:

NCB 10071 All Lots

3. CASE NO. 292:

To re-zone property in Unit 6, Shearer Hills out of Schmidt Survey and Wilson Simpson Survey #148, County Block 5009 from "A" Residential to "F" Local Retail as follows:

Lots 1-6 and 8-21	Blk. 1
South one-half (s 1/2)	
Lot 7	Blk. 1
Lots 1-14 and Lot B	Blk. 2

4. CASE NO. 297:

To re-zone property on south side of Brighton Avenue east of Nogalitos from "E" Apartment to "F" Local Retail as follows:

Lots 25-26-27 Block 19 NCB 7941

5. CASE NO. 298:

To re-zone lots east of the new extension of Probandt Street and known as 1002 Probandt Street from "C" Residential to "F" Local Retail as follows:

Lots 1 & 2 NCB 6866

6. CASE NO. 301:

To re-zone property at northwest intersection of Merida and Elmendorf Streets and known as 802 Merida Street from "C" Residential to "J" Commercial as follows:

Lot 47 NCB 3699

7. CASE NO. 215-A

The City Council disapproved the recommendation of the Planning Commission to change the zoning of property known as Lot A, NCB 10101 at San Pedro Avenue and Jackson Keller Road.

8.

CASE NO. 299:

The City Council disapproved the recommendation of the Planning Commission to change the zoning of property known as Lots 4-5-6-7 & 8, NCB 2745 in the 200 block of Beal Street.

9.

CASE NO. 300:

The City Council disapproved the recommendation of the Planning Commission to change the zoning of property known as Lots 16-17, Block 18, NCB 7333 at 114 and 118 Dean Street.

10. All ordinances and parts of ordinances in conflict herewith are repealed and the present classifications of the areas ordered changed herein are discontinued.

11. The Building Inspector is ordered to change his records and zoning maps accordingly.

12. The City Clerk shall publish the descriptive caption of this ordinance which states in summary the purpose of the ordinance, and the penalty for violation thereof in the "Commercial Recorder" a newspaper published in the City of San Antonio.

13. PASSED AND APPROVED this 6th day of August, A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,430

REJECTING ALL BIDS RECEIVED ON JULY 28, 1953 FOR
THE PURCHASE OF A CITY-OWNED HOUSE LOCATED AT 621
STEPHENSON ROAD; AND DIRECTING THE CITY CLERK TO
RETURN ALL BIDDER'S CHECKS RECEIVED ON SAME

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

1. That all bids received on July 28, 1953 for the purchase of a City-owned house located at 621 Stephenson Road be and the same are hereby rejected.

2. That the reason said bids are being rejected is that the Director of Parks and Recreation has requested that this particular house be returned over to his Department for use as a bath house at the recreation center located on Centre Street.

3. That the City Clerk is hereby directed to return all bidder's checks received on the above house.

4. PASSED AND APPROVED this 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,431

ACCEPTING THE ATTACHED BID OF MOORE BUSINESS FORMS, INC.
TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH
TRAFFIC VIOLATION SUMMONS FOR THE SUM OF \$1490.60

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

1. That the bid of Moore Business Forms, Inc., 521 Bedell Building, San Antonio, Texas, dated July 16, 1953 to furnish the City of San Antonio Police Department with 150,000 traffic violation summons for a net total of \$1490.60, be and the same is accepted hereby.

2. That the bid of Moore Business forms, Inc., is attached hereto and made a part thereof.

3. Payment is to be made from 1001 General Fund - Police Department - Bureau of Safety - Traffic Control, Account No. 07-04-01.

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

5. PASSED AND APPROVED this 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,432

CANCELLING \$178.92 BEING THE UNUSED PORTION OF
ORDINANCE NO. 18,959 DATED APRIL 23, 1953, FOR
\$3680.00 OUT OF THE GENERAL FUND 11-04-21 (5-98)

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

1. That, the part of Ordinance No. 18,959, passed and approved on April 23, 1953, amounting to \$178.92, included in \$3,680.00 appropriation out of the GENERAL FUND- 11-04-21 (5-98), NOT USED, to Bruce Ellison, for construction of Three (3) Multiple-Use Concrete Slabs located at Lockwood Park, Highland Park and South San Antonio Recreation Center, as set forth in contract dated May 11, 1953, be and the same is hereby CANCELLED; and the sum of \$178.92 be and the same is directed hereby to be credited to GENERAL FUND 11-04-21 (5-98), being the unused portion of the original appropriation of \$3,680.00 out of said fund, to Bruce Ellison, for the work mentioned above.

2. PASSED AND APPROVED on the 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,433 ✓

APPROPRIATING THE SUM OF \$125.00 OUT OF ACCOUNT
NO. 63-05-03, CODE 5, PAYABLE TO FRED W. HUNTRESS,
COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS A DEPOSIT FOR
COURT COSTS IN CONDEMNATION CAUSE NO. 42272, CITY OF
SAN ANTONIO VS. CLARENCE C. STEDSON, ET AL, IN COUNTY
COURT AT LAW NO. 1 OF BEXAR COUNTY, TEXAS

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

1. That the sum of \$125.00 be and is hereby appropriated out of Account No. 63-05-03 Code 5, payable to Fred W. Huntress County Clerk of Bexar County, Texas, as a deposit for Court costs in Cause No. 42272, City of San Antonio vs. Clarence C. Stedson, et al, in County court at Law No. 1 of Bexar County, Texas.

2. PASSED AND APPROVED this 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,434

APPROPRIATING \$5,270.00 OUT OF 1953 GENERAL FUND-
ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY, TO
COMMERCIAL ABSTRACT & TITLE COMPANY IN PAYMENT OF LAND
TO BE CONVEYED BY GEORGE S. NALLE TO CITY OF SAN ANTONIO
FOR RIGHT-OF-WAY PURPOSES, STEPHENSON ROAD PROJECT

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

1. That the sum of \$5,270.00 be and the same is hereby appropriated out of the 1953 General Fund-Account No. 59-01-02, Stephenson Road Right-of-Way, to Commercial Abstract & Title Company in payment of land to be conveyed by George S. Nalle to the City of San Antonio for right-of-way purposes, Stephenson Road Project, being a portion of Tract "A" O.C.L. 1, Range 3, District 6, New City Block 8535, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more fully described in said conveyance to which reference is hereby made for a more particular description of the same.

2. PASSED AND APPROVED this 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 19,435

APPROPRIATING \$235.00 OUT OF THE 1953 GENERAL FUND-
ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY
TO COMMERCIAL ABSTRACT & TITLE COMPANY IN PAYMENT OF
LAND TO BE CONVEYED BY THOMAS MAHER TO CITY OF SAN
ANTONIO FOR RIGHT-OF-WAY PURPOSES, STEPHENSON ROAD PROJECT

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

1. That the sum of \$235.00 be and the same is hereby appropriated out of the 1953 General Fund - Account No. 59-01-02, Stephenson Road Right-of-Way, to Commercial Abstract & Title Company in payment of land to be conveyed by Thomas Maher to the City of San Antonio for right-of-way purposes, Stephenson Road Project, being an irregular tract of land off the West side of Lot 25, Block 5, Jennings Addition, County Block 5519, situated in Bexar County Texas, and being more fully described in said conveyance, to which reference is hereby made for a more particular description of the same.

2. PASSED AND APPROVED this 6th day of August, A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,436

APPROPRIATING \$1750.00 OUT OF THE 1952 GENERAL
FUND ACCOUNT NO. 63-05-03 STEPHENSON ROAD, TO
GUARDIAN ABSTRACT & TITLE CO., IN PAYMENT FOR
LAND TO BE CONVEYED BY L. N. BOAL AND WIFE, LOTTIE
BOAL TO THE CITY OF SAN ANTONIO, FOR STEPHENSON
ROAD WIDENING

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

1. That the sum of \$1750.00 be and the same is appropriated hereby out of the 1952 General Fund Account No. 63-05-03 Stephenson Road, to Guardian Abstract & Title Co. in payment for land to be conveyed by L. N. Boal and wife, Lottie Boal, to the City of San Antonio, for Stephenson Road Widening; being the East 5.0 feet of Lot No. 17, in New City Block 9236, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows:

BEGINNING at a point which is the Southeast corner of Lot 17, in New City Block 9236;
THENCE in a Northerly direction along a line, said line being the East line of said Lot 17, and the old West line of Stephenson Road, a distance of 102.0 feet to a point of curve;
THENCE Continue along the East line of Lot 17, along a (20.0 foot radius) curve to the left, a distance of 14.46 feet to a point in the New proposed West line of Stephenson Road;
THENCE in a Southerly direction along the said new proposed West line of Stephenson Road, 5.0 feet West of and parallel to the old West line of Stephenson Road, a distance of 115.23 feet to a point in the South line of said Lot 17;
THENCE in an Easterly direction along the South line of Lot 17, a distance of 5.0 feet to point of BEGINNING.

2. PASSED AND APPROVED on the 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,437

APPROPRIATING THE SUM OF \$550.00 OUT OF 1953
GENERAL FUND, ACCOUNT NO. 59-01-02, STEPHENSON
ROAD RIGHT-OF-WAY, PAYABLE TO W. W. PALMER FOR
LEGAL SERVICES RENDERED IN CERTAIN CONDEMNATION
PROCEEDINGS IN ACCORDANCE WITH ORDINANCE PASSED
AND APPROVED JUNE 18, 1953

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

1. That the sum of \$550.00 be and the same is hereby appropriated out of the 1953 General Fund, Account No. 59-01-02, Stephenson Road Right-of-Way, payable to W. W. Palmer for legal services rendered in certain condemnation proceedings in accordance with contract and ordinance passed and approved June 18, 1953, as shown in attached

statement and account of W. W. Palmer, dated July 31, 1953, which said statement and account is made a part hereof.

2. PASSED AND APPROVED this 6th day of August A. D. 1953

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,438

ACCEPTING THE PROPOSAL AND MEMORANDUM OF INTENT
OF THE SAN ANTONIO RIVER AUTHORITY FOR THE CONTROL
OF FLOODS ON THE SAN ANTONIO RIVER AND ITS TRIBUTARIES
AND AUTHORIZING AND DIRECTING THE SAID AUTHORITY TO PROCEED
WITH THE WORK

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

1. That the proposal and memorandum of intent of the San Antonio River Authority, Project No. 1, dated June 23, 1953, for the control of floods on the San Antonio River and its tributaries, which is attached hereto and made a part hereof is hereby accepted in full by the City of San Antonio.

2. That the City of San Antonio, under and by virtue of its powers as a Home Rule City, does hereby authorize and direct the said above described authority to proceed with the work and the project which is fully described in the memorandum and proposal attached hereto.

3. PASSED AND APPROVED this 6th day of August, A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

This agreement is accepted in full by the San Antonio River Authority this the _____ day of _____, 1953.

San Antonio River Authority

By: _____

MEMORANDUM OF INTENT ON PROJECT NO. 1

This Memorandum of Intent by the San Antonio River Authority, a public agency of the State of Texas, to the City of San Antonio, Texas, has for its purposes, the accomplishment of the Construction of the following element of an improvement program on the San Antonio River and its tributaries, for the reduction of flood hazards and to delineate the responsibilities to be borne by each of the two agencies named above.

a. The San Antonio River Authority proposes to widen, straighten and deepen, the channel of the San Pedro Creek from a point where it runs into the San Antonio River, up to its junction with the Apache Creek, and to do similar corrective work on the San Antonio River immediately below its junction with the San Pedro Creek.

The San Antonio River Authority proposes to do the excavation for the above channel changes at its own expense and to furnish funds not to exceed \$267,354.00 for the purchase of right-of-way and not to exceed \$275,508.00 for the reconstruction or alteration of bridges, and not to exceed \$15,000.00 for the necessary changes in public utilities structures.

b. The San Antonio River Authority proposes to employ a Right-of-Way Agent to make the necessary appraisals and agreements as to obtaining said right-of-way, said appraisals and easements to be concurred in by an authorized agency of the City of San Antonio, and when not so concurred in, the City will be obligated to take necessary action, by condemnation or otherwise, which may be required to obtain right-of-way. The City of San Antonio will be obligated, additionally, to provide any funds in excess of the \$267,354.00 to be made available by the San Antonio River Authority, as may be necessary to acquire in such right-of-way.

The City of San Antonio will also be obligated to provide any funds in excess of the \$275,508.00 to be made available by the San Antonio River Authority and estimated for bridge changes or construction.

c. The City of San Antonio will be obligated to take the necessary steps to obtain all right-of-way within the proposed channel lines according to surveys to be provided by the San Antonio River Authority and verified by the City of San Antonio, such channel lines to accord approximately with those recommended by the corpos of Engineers in their report on Flood Control dated October 20, 1950. The City will further be obligated to furnish, at its own cost, such additional disposal areas by title or easement as may be necessary to the performance of the proposed work.

- d. The San Antonio River Authority proposes to begin actual construction of this project when all necessary right-of-way and easements have been purchased and paid for.
- e. The San Antonio River Authority proposes to put its engineers to work on the detailed surveys to determine the location and area of right-of-way and spoil dumps, the City of San Antonio to provide the legal authority for such work.
- f. The San Antonio River Authority proposes to give legal assistance to the City Attorney, if requested, in the preparation of the necessary ordinances to bring about the accomplishment of this project.
- g. The City of San Antonio will be obligated, upon completion of this improvement, to assume operation and maintenance, and additionally, to indemnify the San Antonio River Authority against any loss or claim due to the construction, operation and maintenance of such project.

The San Antonio River Authority

By W. B. Tuttle, Chairman

WBT/mc

AN ORDINANCE 19,439

ACCEPTING THE PROPOSAL AND MEMORANDUM OF INTENT OF THE SAN ANTONIO RIVER AUTHORITY FOR THE CONTROL OF FLOODS ON THE SAN ANTONIO RIVER AND ITS TRIBUTARIES AND AUTHORIZING AND DIRECTING THE SAID AUTHORITY TO PROCEED WITH THE WORK

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

1. That the proposal and memorandum of intent of the San Antonio River Authority, Project No. 2, dated July 22, 1953, for the control of floods on the San Antonio River and its tributaries, which is attached hereto and made a part hereof is hereby accepted in full by the City of San Antonio.
2. THAT the City of San Antonio, under and by virtue of its powers as a Home Rule City, does hereby authorize and direct the said above described authority to proceed with the work and the project which is fully described in the memorandum and proposal attached hereto.
3. PASSED AND APPROVED this 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

This agreement is accepted in full by the San Antonio River Authority this the _____ day of _____, 1953.

San Antonio River Authority

By: _____

MEMORANDUM OF INTENT ON PROJECT #2

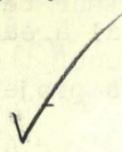
This memorandum of Intent by the San Antonio River Authority, a public agency of the State of Texas, to the City of San Antonio, Texas, has for its purposes, the accomplishment of the construction of the following element of an improvement program on the San Antonio River and its tributaries, for the reduction of flood hazards and to delineate the responsibilities to be borne by each of the two agencies named above.

- a. The San Antonio River Authority proposes to put in a Tainter gate in the San Antonio River cut-off between Commerce Street and Market Street, such Tainter gate to be constructed according to plans and specifications for similar structure designed by the Corps of Engineers for other similar projects, and to remove the present concrete dam at the cut-off and make such changes in the river channel immediately above and below the tainter gate as are necessary to comply with the plan of the U. S. Engineers dated October 20, 1953.
- b. The tainter gate is to occupy the entire width of the present river channel. The gate will rotate on trunnions located 13 feet above the bottom of the present channel. The gate will be 8 1/2 feet high which agrees with the height of the existing dam. When open the bottom of the gate will be approximately 3 1/2 feet above street level. The lifting mechanism will be located approximately 11 feet above street level and carried on a steel bridge which will span the existing channel and will be approximately over the edge of the date. The gate will be operated by means of an electric hoist and will automatically open when the water surface rises one foot above the top of the gate and will be automatically lowered when the water surface drops to normal elevation. A hand operated mechanism will be provided in case of a power failure. The gate will be constructed entirely of metal and the electric operated mechanism will be rain proofed.

- c. At the point where the gate is to be installed the existing walls will be removed and replaced by concrete structures which will be extended approximately 3 feet back from the face of the present walls. It may be necessary to go back 8 or 10 feet on each side of the river to provide sufficient space for construction purposes but after the work is completed it is possible not more than 5 feet from the face of the wall will be required. All existing walls for a distance of approximately 30 feet have to be removed during the construction.
- d. The San Antonio River Authority proposes to build a tainter gate and make the necessary channel changes at its own expense provided the City of San Antonio assumes all responsibility for obtaining any right of way or easements necessary to carrying out of this project.
- e. The City of San Antonio will be obligated to take the necessary steps by ordinance or otherwise to enable the San Antonio River Authority to carry on this project within the channel lines above and below the gate as determined by surveys to be provided by the San Antonio River Authority and verified by the City of San Antonio, such channel lines to accord approximately with those recommended by the Corps of Engineers in their report on Flood Control dated October 20, 1950. The City will further be obligated to furnish at its own cost such disposal areas within a reasonable distance from Project #2 as may be necessary to the performance of the necessary work.
- f. The City of San Antonio will be obligated, upon the completion of this project, to assume operation and maintenance, and additionally, to indemnify the San Antonio River Authority against any loss or claim due to the construction, operation and maintenance of the project.
- g. The San Antonio River Authority proposes to put its engineers to work on the detailed surveys and plans for this project as soon as the City of San Antonio provides the legal authority for the San Antonio River Authority to proceed.

The San Antonio River Authority
 By _____
 W. B. Tuttle, Chairman

WBT/mc



AN ORDINANCE 19,440

ACCEPTING THE PROPOSAL AND MEMORANDUM OF INTENT OF THE SAN ANTONIO RIVER AUTHORITY FOR THE CONTROL OF FLOODS ON THE SAN ANTONIO RIVER AND ITS TRIBUTARIES AND AUTHORIZING AND DIRECTING THE SAID AUTHORITY TO PROCEED WITH THE WORK

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

- 1. That the proposal and memorandum of intent of the San Antonio River Authority, Project No. 3, dated July 21, 1953, for the control of floods on the San Antonio River and its tributaries, which is attached hereto and made a part hereof is hereby accepted in full by the City of San Antonio.
- 2. That the City of San Antonio, under and by virtue of its powers as a Home Rule City, does hereby authorize and direct the said above described authority to proceed with the work and the project which is fully described in the memorandum and proposal attached hereto.
- 3. PASSED AND APPROVED this 6th day of August, A. D. 1953.

Henry B. Gonzalez
 Mayor Pro-tem

ATTEST:
 J. Frank Gallagher
 City Clerk

This agreement is accepted in full by the San Antonio River Authority this the _____ day of _____, 1953.

SAN Antonio River Authority

By: _____

MEMORANDUM OF INTENT ON PROJECT #3

This Memorandum of Intent by the San Antonio River Authority, a public agency of the State of Texas, to the City of San Antonio, Texas, has for its purposes, the accomplishment of the construction of the following element of an improvement program on the San Antonio River and its tributaries, for the reduction of flood hazards and to delineate the responsibilities to be borne by each of the two agencies named above.

- a. The San Antonio River Authority proposes to widen, straighten

and deepen the channel of the San Antonio River from a point just below Jones Avenue to a point on the San Antonio River bounded on the West by the projection of the West line of Lot A13, CB 449 and on the East by the East line of Lot A11, CB 449.

The San Antonio River Authority proposes to do the excavation for the above channel changes at its own expense and to furnish funds for the purchase of right-of-way not to exceed \$35,000.00

- b. It is understood that the City plans to put in a new bridge over the proposed new channel where it crosses 9th Street. The River Authority does not propose to finance the construction of this bridge. The City will also have to put in an extension of the storm water sewer from its present terminal on the bend of the river East of St. Marys Street near the intersection of Dallas Street, down to a point near the intersection of the West line of Lot A13, CB 449, with the old channel of the San Antonio River.

It is believed that the City can obtain sufficient funds from the sale of the old river channel, which will be filled up under this project, to pay for the construction of the new bridge on 9th Street and the extension of the storm water sewer line.

- c. The San Antonio River Authority proposes to employ a Right-of-Way agent to make the necessary appraisals and preliminary agreements for the proposed right-of-way, said appraisals and agreements to be concurred in by an authorized agency of the City of San Antonio and when not so concurred in, the City will be obligated to take necessary action, by condemnation or other ways, which may be required to obtain said right-of-way. The City of San Antonio will be obligated additionally to provide any funds, in excess of the \$35,000 which will be made available by the San Antonio River Authority, which will be required to obtain such right-of-way.
- d. The City of San Antonio will be obligated to take the necessary steps to obtain all right-of-way within the proposed channel lines according to surveys to be provided by the San Antonio River Authority and verified by the City of San Antonio, such channel lines to accord approximately with those recommended by the corps of Engineers in their report on Flood Control dated October 20, 1950.

The City will further be obligated to furnish at its own cost, such additional disposal areas by title or easement, as may be necessary to the performance of the proposed work and which are at a reasonable distance from this project.

- e. The San Antonio River Authority proposes to take bids of the Channel Work as soon as all necessary right-of-way have been purchased and paid for and to start construction as promptly as possible.
- f. The San Antonio River Authority requests the cooperation of the representative of the City who has heretofore been assigned to negotiate for right-of-way and the sale of surplus land in or adjacent to the area in which this project is located.
- g. The City of San Antonio will be obligated, upon completion of this improvement, to assume operation and maintenance, and additionally, to indemnify the San Antonio River Authority against any loss or claim due to the construction, operation and maintenance of such project.

The San Antonio River Authority

By _____
W. B. Tuttle, Chairman

WBT/mc

AN ORDINANCE 19,441 ✓

ACCEPTING THE PROPOSAL AND MEMORANDUM OF INTENT OF THE SAN ANTONIO RIVER AUTHORITY FOR THE CONTROL OF FLOODS ON THE SAN ANTONIO RIVER AND ITS TRIBUTARIES AND AUTHORIZING AND DIRECTING THE SAID AUTHORITY TO PROCEED WITH THE WORK

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

1. That the proposal and memorandum of intent of the San Antonio River Authority, Project No. 4, dated July 22, 1953, for the control of floods on the San Antonio River and its tributaries, which is attached hereto and made a part hereof is hereby accepted in full by the City of San Antonio.

2. That the City of San Antonio, under and by virtue of its powers as a Home Rule City, does hereby authorize and direct the said above described authority to proceed with the work and the project which is fully described in the memorandum and proposal attached hereto.

3. PASSED AND APPROVED this 6th day of August A. D. 1953.

ATTEST:

J. Frank Gallagher, City Clerk

Henry B. Gonzalez
Mayor Pro-tem

MEMORANDUM OF INTENT ON PROJECT #4

This Memorandum of Intent by the San Antonio River Authority, a public agency of the State of Texas, to the City of San Antonio, Texas, has for its purposes, the accomplishment of the construction of the following dement of an improvement program on the San Antonio River and its tributaries, for the reduction of flood hazards, and to delineate the responsibilities to be borne by each of the two agencies named above.

- a. The San Antonio River Authority proposes to put in a cut-off channel eliminating the long bend in the San Antonio River above the intersection of the extension of Roosevelt Avenue and Riverside Drive.
- b. The owner of the property, thru which the major part of this cut-off will run, has proposed to deed this channel right-of-way to the City of San Antonio in exchange for the major part of the land embraced by the old San Antonio River bed in the loop to be cut-off and the additional property that lies between the old river bed and Riverside Drive from the East line of Lot #12 to the Extension of Roosevelt Avenue. It is understood that this tract of land, in part, belongs to the County of Bexar. The land owner reserves the right to remove such pecan trees as he may select and to excavate for gravel prior to the time when channel excavation begins.
- c. The San Antonio River Authority proposes to do the excavation of the above channel changes at its own expense provided that the City of San Antonio obtains the new channel right-of-way and makes available the old channel as the disposal area for material from the new channel.
- d. The City of San Antonio will be obligated, upon the completion of this project, to assume operation and maintenance, and additionally, to indemnify the San Antonio River Authority against any loss or claim due to the construction, operation and maintenance of the project.
- e. The San Antonio River Authority proposes to start construction as promptly as possible after all right-of-way has been deeded to the City.

The San Antonio River Authority

By _____
W. B. Tuttle, Chairman

AN ORDINANCE 19,442 ✓

CHANGING THE NAME OF STEPHENSON ROAD, FROM LACKLAND BOULEVARD TO CINCINNATI AVENUE, AND ST. CLOUD ROAD, FROM CINCINNATI AVENUE TO BANDERA ROAD, TO GENERAL CLEMENTS MCMULLEN DRIVE

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

1. That the following named streets located within the corporate limits of the City of San Antonio be and the same are hereby changed as hereinafter indicated:

<u>Old Name</u>	<u>From</u>	<u>To</u>	<u>New Name</u>
Stephenson Road	Lackland Boulevard	Cincinnati Ave	
St. Cloud Road	Cincinnati Avenue	Bandera Road	General Clements McMullen Drive

2. The City Engineer and the City Tax Assessor are directed to change their records accordingly and the City Clerk is directed to forward a certified copy of this Ordinance to the local Post Master and to the Publisher of the City Directory.

3. PASSED AND APPROVED on the 6th day of August A. D. 1953.

Henry B. Gonzalez
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,443 ✓

FIXING AND CHANGING THE BOUNDS, BOUNDARY LINES AND LIMITS OF THE CITY OF SAN ANTONIO IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE I, SECTION 3, PARAGRAPHS 1 AND 2 OF THE CHARTER OF THE CITY OF SAN ANTONIO AND SUBDIVISION 2 OF ARTICLE 1175, VERNONS CIVIL STATUTES OF THE STATES OF TEXAS

WHEREAS, the Planning Commission of the City of San Antonio has recommended to the City Council that the boundaries and limits of said City be changed; and,

WHEREAS, the City Council in the exercise of its legislative functions is of the opinion that the bounds and limits of the City of San Antonio should be changed and fixed, as hereinafter prescribed, in order to promote the welfare and for the best interests of the inhabitants and citizens of said city; and

WHEREAS, the governing body of the City, in the exercise of its discretion, has found that it would be for the best interest of the City of San Antonio, financially and governmentally, to fix and change, its limits and bounds in accordance with the provisions of Article I, Section 3, paragraphs 1 and 2 of the Charter of the Civil Statutes of the State of Texas; NOW, THEREFORE:

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

1. That the bounds, boundary limits and limits of the City of San Antonio be, and the same are hereby, fixed and changed, as shown by a plat and map attached hereto and made a part hereof; and that the bounds, boundary limits and limits of the City of San Antonio shall hereafter be, as more particularly described hereinafter, as follows:

2. BEGINNING at the intersection of the South line of Urban Crest Drive and West line of the Harry Wurzbach Highway;

THENCE West along the South line of Urban Crest Drive to the East line of Haskin Road;

THENCE South with the East line of Haskin Road to a point 150 feet North of the North line of the Klaus Road;

THENCE East along a line 150 feet North of the North line of the Klaus Road, and parallel thereto, to a point which is 604.8 feet west from the West line of the Fey Road extended North;

THENCE South, along a line parallel to and 604.8 feet West from the West line of the Fey Road extended North, and the West line of the Fey Road, to a point 216.0 feet South from the South line of the Klaus Road;

THENCE East, parallel to and 216.0 feet South from the South line of the Klaus Road, to a point in the East line of the Fey Road;

THENCE South along said East line of the Fey Road to the Northwest corner of Lot 3, Block A, Austin Highway Heights Subdivision, County Block 5078, according to plat filed with the Tax Assessor - Collector of Bexar County, Texas;

THENCE East along the North lines of Lots 3, 2 and 1, Block A, said Austin Highway Heights subdivision to the West line of Rainbow Drive;

THENCE Northerly along the West line of Rainbow Drive to the Northeast corner of Lot 9, Block A, said Austin Highway Heights Subdivision;

THENCE Northeasterly across Rainbow Drive to the Northwest corner of Lot 2, Skyline Addition, a plat of which is recorded in Volume 2575 on Page 70, of the Bexar County Plat Records;

THENCE East along the North lines of Lots 2 and 10, said Skyline Addition and continuing across Cloudbaven Drive, and along the North lines of Lots 3 and 4, Block 4, Austin Highway Heights Subdivision, and along said North lines extended Eastward, to the Northwest line of U. S. Highway 81;

THENCE Northerly along said Northwest line, and along the west line of the Harry Wurzbach Highway to its intersection with the North line of the Klaus Road;

THENCE East along the North line of the Klaus Road, crossing the Harry Wurzbach Highway and continuing East along the North line of the Klaus Road crossing U. S. Highway 81, to the intersection of the North Line of the Klaus Road and the Southeast line of U. S. Highway 81;

THENCE Southwesterly along the Southeast line of U. S. Highway 81 to its intersection with the East line of the Harry Wurzbach Highway;

THENCE Southerly along the East line of the Harry Wurzbach Highway to its intersection with the Northwest line of the Old Austin Road;

THENCE Northeast along the Northwest line of the Old Austin Road to its intersection with the westward projection of the North line of Preston Hollow Subdivision, Unit No. 1, a plat of which is recorded in Volume 3025 on Page 285 of the Bexar County Plat Records;

THENCE East crossing the old Austin Road and continuing along the North line of said Preston Hollow Subdivision Unit No. 1, to the Northeast corner of same on the Southwest bank of the Salado Creek;

THENCE Southeasterly along the Southwest bank of the Salado Creek and its meanders, same being the Northeast line of the Preston Hollow Subdivision Unit 1, and continuing across the Rittiman Road to the South line of the Rittiman Road;

THENCE West along the South line of the Rittiman Road and the Westward extension of same to a point 150 feet Southeasterly from and measured perpendicular to the Northward extension of the Southeast line of the Town of Terrell Hills;

• THENCE Southwesterly, parallel to the Southeast line of the Town of Terrell Hills and 150 feet Southeast therefrom and parallel with the Austin Post Road (Harry Wurzbach Highway) to the original City limits line as fixed by the Charter which was adopted by the people on the 24th day of February, 1914;

THENCE South along the above described 1914 City limits line to a point in the North line of the old Seguin Road;

THENCE Northeasterly along the Northwest line of the old Seguin Road crossing the M K & T Railroad to a point opposite the intersection of the East line of Artesia Avenue and the Southeast line of the old Seguin Road;

THENCE Southeast across the old Seguin Road to a point 150 feet from, and measured perpendicular to, the East line of Artesia Avenue;

THENCE Southerly along a line 150 feet east of the East line of Artesia Avenue to a point South $5^{\circ}-06'$ West approximately 1006 feet from the North line of the Gemblor Road, said point being in the North line of the Willow Springs Golf Club tract, a deed for said Willow Springs Golf Club Tract having been recorded on June 20, 1945, and recorded in Volume 2127 on Pages 381 to 391 of the Bexar County Deed Records;

THENCE Easterly with said North line of the Willow Springs Golf Club tract to the Northeast corner of same on the Northwest bank of the Salado Creek;

THENCE In a Southwesterly direction along the meanders of said north-west bank as follows:

S 48° - $00'$ W 168.0 feet;
 S 32° - $20'$ W 230.0 feet;
 S 54° - $00'$ W 550.0 feet;
 S 63° - $18'$ W 356.0 feet;
 S 50° - $00'$ W 200.0 feet;
 S 22° - $30'$ W 268.0 feet;
 S 10° - $30'$ E 118.0 feet;
 S 10° - $20'$ W 163.0 feet;
 S 12° - $30'$ W 111.0 feet;
 S 40° - $12'$ W 128.0 feet;

THENCE North $89^{\circ}-41'$ East 120.0 feet across the Salado Creek to a point on the Southeast bank;

THENCE Southwesterly along the Southeast bank of the Salado Creek and its meanders as follows:

S 65° - $00'$ W 100.0 feet;
 S 56° - $00'$ W 306.0 feet;
 S 51° - $30'$ W 282.0 feet;
 S 60° - $30'$ W 70.0 feet;

THENCE Leaving the Southeast bank of the Salado Creek S $0^{\circ}-20'$ W 552.0 feet to a point in the north line of the St. Hedwig Road for the Southeast corner of the Willow Springs Golf Club tract;

THENCE Westerly along the North line of the St. Hedwig Road to a point 300 feet Eastward from and at right angles to the intersection of said North line and the center line of the Salado Creek sewer main, Section III;

THENCE In a Southerly direction along a line which is 300 feet eastward at right angles, and parallel to said center line of Salado Creek sewer main, Section III, to a point which is extended 300 feet south of the center line of "F" Street;

THENCE Westerly along a line 300 feet Southward and parallel to the Centerline of said "F" Street to a point which is 300 feet Eastward at right angles from the center line of said Salado Creek sewer main;

THENCE Southerly along said line 300 feet eastward, at right angles and parallel to the center line and parallel to the center line of said Salado Creek sewer main, to an intersection with a line which is 150 feet in a southwesterly direction, at right angles and parallel to the Southwest line of the New Sulphur Springs Road;

THENCE Northwesterly along a line which is 150 feet in a southwesterly direction at right angles and parallel to the southwest line of the New Sulphur Springs Road to a point in the east line of Amanda Avenue;

THENCE South along the East line of Amanda Avenue to a point in the North line of a 346.45 acre tract of land conveyed by the Estate of George W. Brackenridge, deceased, to the City of San Antonio, Texas on the 28th day of July, 1944, by deed recorded in Volume 2065 on Pages 265-266 of the Bexar County Deed Records;

THENCE Easterly along the North line of the above described 346.45 acres tract of land to the Northeast corner of same;

THENCE in a Southwesterly direction with the meanders of Salado Creek as follows:

S 8° - 22' E 303 feet, S 16° - 26 feet W 228.2 feet,
 S 31° - 31' W 323.4 feet, S 25° - 11 feet W 168.3 feet,
 S 35° - 05' W 297.4 feet, S 31° - 42 feet W 338.9 feet,
 S 23° - 10' W 326.0 feet, S 7° - 38 feet W 279.1 feet,
 S 32° - 08' W 118.3 feet, S 81° - 03 feet W 295.8 feet,
 N 82° - 20' W 144.3 feet, S 66° - 39 feet W 143.1 feet,
 S 59° - 42' W 198.3 feet, S 40° - 58 feet W 175.5 feet,
 S 8° - 44' W 193.31 feet, S 39° - 15 feet W 205.0 feet,

to a point which is the Southeast corner of said 346.45 acre tract of land;

THENCE South 88° - 54' West along the South line of said 346.45 acre tract of land to the intersection of the East line of a north-south alley extending North from the intersection of Chesterfield Drive and Kashmir Place, and the North line of an alley located North of Kashmir Place;

THENCE Southerly along the East line of said north-south alley, and continuing along the East line of Chesterfield Drive to the South line of Cravens Place;

THENCE West along the South line of Cravens Place to the East line of Stringfellow Avenue;

THENCE Southerly along the East line of Stringfellow Avenue to a point on the North line of an alley that is North of Menlo Blvd;

THENCE Easterly along the north line of said alley to the Southeast line of Blackwood Drive;

THENCE Southwesterly along the Southeast line of Blackwood Drive to the Northeast line of the Goliad Road;

THENCE Southeasterly along the Northeast line of the Goliad Road to a point in the South line of Meadowbrook Estates extended Eastward, a plat of said Meadowbrook Estates being recorded in Volume 2805 on Page 129 of the Bexar County Plat Records;

THENCE West along said extension, and along the South line of said Meadowbrook Estates, and continuing along the South line of Meadowbrook Addition, a plat of which is recorded in Volume 2575 on Page 188 of the Bexar County Plat Records, to the Southwest corner of said Meadowbrook Addition, a total distance of approximately 2700 feet;

THENCE North along the West line of said Meadowbrook Addition a distance of 682.5 feet to a point in the West line of Lot 17, Meadowbrook Addition; the Southwest corner of said Lot 17;

THENCE East along the South line of said Lot 17 a distance of 274 feet to a point in the South line of said Lot 17;

THENCE North along the East line of said Lot 17 approximately 216 feet to a point in the North line of said Lot 17, and continuing for a distance of 81 feet along the West line of Lot 1 to the Northwest corner of said Lot 1;

THENCE East along the North lines of Lots 1, 2, and 3, a distance of 179 feet to a point in the North line of Lot 3;

THENCE North along the Southward extension of the West lines of Lots 8 and 7, Meadowbrook Estates, No. 9 subdivision, a plat of which is recorded in Volume 2575 on Page 90 of the Bexar County Plat Records, across Lot 6 and continuing along the West lines of Lots 7 and 8 a total distance of 195 feet to the Northwest corner of Lot 8;

THENCE East along the North line of said Lot 8, and continuing across the Crawford Road, a distance of 200 feet to a point in the East line of the Crawford Road;

THENCE South along the East line of Crawford Road a distance of 355 feet to the intersection of the East line of the Crawford Road and the North line of Linn Road;

THENCE East along the North line of the Linn Road approximately 1569 feet to its intersection with the Southwest line of the Goliad Road;

THENCE Northwesterly along the Southwest line of the Goliad Road to its intersection with the South line of Ophelia Avenue;

THENCE West along the South line of Ophelia Avenue and continuing across Clarke Avenue to a point in the West line of Clarke Avenue;

THENCE North along the West line of Clarke Avenue to its intersection with the Southwest line of the Goliad Road;

THENCE Northwest along the Southwest line of the Goliad Road to its intersection with the South line of the Dauchy Road;

THENCE West along the South line of the Dauchy Road to its intersection with the East line of S. Gevers St.;

THENCE South along the East line of S. Gevers St., to the North line of Lot 17, Block 1, Montcalm Subdivision, a plat of which is recorded in Volume 642 on Page 98 of the Bexar County Plat Records;

THENCE East along the North line of said Lot 17 to the East line of said Lot 17;

THENCE South along the East line of said Lot 17 to the North line of Avondale Avenue;

THENCE across Avondale Avenue to the Northeast line of Lot 23, Block 2, Montcalm Subdivision;

THENCE South along the East line of said Lot 23 and Lot 16, Block 2, Montcalm Subdivision to the North line of Hot Wells Blvd.;

THENCE South across Hot Wells Blvd., to the Northeast corner of Lot 11, Block 3, Montcalm Subdivision;

THENCE South along the East line of Lot 11 and Lot 20, Block 3, Montcalm Subdivision to the North line of the Asylum Lands, County Block 5157;

THENCE West along the North line of the Asylum Lands to the East line of Groos Court;

THENCE South along the East line of Groos Court to the South line of Exposition Avenue, the North line of Lot 5, County Block 5156;

THENCE West along the South line of Exposition Avenue across U. S. Highway 181 to the Northeast line of the San Antonio and Aransas Pass Railway right-of-way;

THENCE Northwesterly along the Northeast line of the San Antonio and Aransas Pass Railway right-of-way to a point in the 1914 City Limits line;

THENCE West along the 1914 City Limits line to a point 150 feet East of and measured at right angles to U. S. Highway No. 281;

THENCE South along a line parallel to U. S. Highway 281, and 150 feet East thereof, to its intersection with the South line of Military Drive, Loop 13;

THENCE Westerly along the South line of Military Drive, Loop 13, to its intersection with the East line of U. S. Highway No. 281;

THENCE South along the East line of U. S. Highway No. 281, to the North Line of March Avenue;

THENCE East along the North line of March Avenue to its intersection with the West line of the Mission Road;

THENCE Along the West line of the Mission Road as follows:

S 5° - 28' East approximately 1789.07 feet to an angle in same
 S 41° - 44' East 2683.42 feet to an angle in same
 S 2° - 59' West 771.5 feet to an angle in same
 S 33° - 43' East 578.77 feet to an angle in the South line
 of the Mission Road;

THENCE South 89° - 58' East 540.25 feet along the South line of the Mission Road to its intersection with the West line of the Ashley Road;

THENCE Along the West, North, Northeast and North lines of the Ashley Road, as follows:

S 12° - 01' W 720.76 feet to an angle in same
 N 89° - 57' W 591.42 feet to an angle in same
 N 34° - 30' W 934.27 feet to an angle in same
 N 89° - 53' W 857.01 feet to an angle in same
 S 71° - 39' W 221.86 feet to an angle in same
 N 78° - 43' W 361.07 feet to an angle in same
 N 89° - 56' W 2821.03 feet to an angle in the east
 line of U. S. Highway 281;

THENCE Continuing Westerly across U. S. Highway 281 to a point in the West line of U. S. Highway 281, same being the West line of South Flores Road (State Highway 9), where it intersects the South line of the Ashley Road;

THENCE Northerly along the West line of South Flores Road to its intersection with the westward projection of the North line of March Avenue;

THENCE West along the South boundary of Water Improvement District No. 5 to its intersection with the East line of Gladnell Avenue;

THENCE South along the East line of Gladnell Avenue to its intersection with the South line of the alley South of Block 4, Bellaire Subdivision No. 1, a plat of which is recorded in Volume 2805 on Page 170 of the Bexar County Plat Records;

THENCE West along the South line of said alley to its intersection with the East line of the Pleasanton Road;

THENCE North along the East line of the Pleasanton Road to a point in the Eastward extension of a line that is 150 feet South of the South line of that portion of Formosa Blvd., located West of the Pleasanton Road;

THENCE West along said extension, crossing Pleasanton Road, and continuing along a line 150 feet South of the South line of Formosa Blvd., and parallel thereto, to the Northeast right-of-way line of the Missouri Pacific Railroad (S.A.U. & G);

THENCE In a Northwesterly direction along said Northeast right-of-way line of the Missouri Pacific Railroad (S.A.U. & G.) to the intersection with the South line of Military Drive, Loop 13;

THENCE Westerly along the South line of Military Drive, Loop 13, to its intersection with the Southeast line of the Quintana Road;

THENCE Southwesterly along the Southeast line of the Quintana Road to a point that is 1630.37 feet S 39°-14' West, measured along the Southeast line of the Quintana Road, from the intersection of said Southeast line with the South line of Pitluk Avenue (Virginia Avenue);

THENCE South 83°-48' East 1229.86 feet to an angle;

THENCE South 6°-46' West 740.54 feet to an angle;

THENCE North 83°-48' West 1704.04 feet to a point in the Southeast line of the Quintana Road, and continuing across the Quintana Road to a point in the Northwest line of same;

THENCE Northeasterly along the Northwest line of the Quintana Road to its intersection with the North line of Dwight Avenue;

THENCE West along the North line of Dwight Avenue 165.1 feet;

THENCE North at right angles to Dwight Avenue 150 feet;

THENCE West to a point in the West line of Lot 55, South San Antonio Factory Sites, an addition to the City of San Antonio, Bexar County, Texas, according to a plat thereof recorded in Volume 368, Page 216, of The Deed and Plat records of Bexar County, Texas;

THENCE North along the West line of said Lot 55 to the Northwest corner thereof and the Southwest corner of Lot 54;

THENCE East along dividing line of Lots 54 and 55 to a point in the Northwest line of the Quintana Road;

THENCE Northeast along the Northwest line of the Quintana Road to its intersection with the North line of the Bexar County Water Control and Improvement District No. 5;

THENCE Easterly along the North line of the Bexar County Water Control and Improvement District No. 5 to its intersection with the 1914 City limits line of the City of San Antonio projected to the South;

THENCE North along the 1914 City limits line of the City of San Antonio projected to the South and continuing along the 1914 City limits line, to a point in the Northwest line of the Southern Pacific Railroad;

THENCE South 36° - 13' - 30" West 1729.24 feet along the Northwest line of the Southern Pacific Railroad to its intersection with the South line of Lot 20, Block 16, Brentwood Village Subdivision, a plat of which is recorded in Volume 2222 on Page 65 of the Bexar County, Plat Records;

THENCE North 83°-45' West along the South lines of said Lots 20 to 1, inclusive, Block 16, Brentwood Village Subdivision, and said South line projected across the Cupples Road, a total distance of 1045.5 feet to a point in the West line of the Cupples Road;

THENCE Northerly along the West line of the Cupples Road to its intersection with the boundary line between the North and South tiers of Lots in the block between Dever (Patton) Blvd., and Parkhurst (Brady) Blvd., said boundary line being the South line of New City Block 8115;

THENCE West along said boundary line between Lots 1 to 23 and 24 to 46 between Dever (Patton) Blvd., and Parkhurst (Brady) Blvd., projected to its intersection with the West line of the Stephenson Road;

THENCE South along the West line of the Stephenson Road to a point in the South line of the Villa Guadalupe Subdivision, Third Filing, a plat of which is recorded in Volume 1625 on Page 82 of the Bexar County Plat Records;

THENCE West and North around said Villa Guadalupe Subdivision Third Filing to the North line of Ceralvo St., and the South line of Southlawn Park Subdivision, a plat of which is recorded in Volume 1625 on Page 60 of the Bexar County Plat Records;

THENCE West along the North line of Ceralvo St., and the South line of said Southlawn Park Subdivision to the West line of said Southlawn Park Subdivision;

THENCE North along the West line of said Southlawn Park Subdivision to a point in a line parallel to and 150 feet Southeast of the Southeast line of the Castroville Road;

THENCE Southwest along a line parallel to and 150 feet Southeast of the Southeast line of the Castroville Road to an intersection with the East line of Dahlgreen Avenue;

THENCE South 446.74 feet along the East line of Dahlgreen Avenue to its intersection with the Eastward projection of the South line of Lot 13, Block 17, West Gardendale Addition, a plat of which is recorded in Volume 2222 on Page 73 of the Bexar County Plat Records;

THENCE West with the South line of said Lot 13 produced, and the South lines of Lots 13 and 40, Block 17, said West Gardendale Addition, 305.4 feet to a point in the East line of Aphel Avenue, said point being the Southwest corner of said Lot 40;

THENCE North along the East line of Aphel Avenue 328.64 feet to the Northwest corner of Lot 46, said corner being 150 feet Southeast of, and at right angles to, the Southeast line of the Castroville Road;

THENCE Southwest, along a line parallel to, and 150 feet south east of and at right angles to the Southeast line of the Castroville Road, to an intersection with the East line of the Acme Road;

THENCE North along the east line of the Acme Road to an intersection with the North line of West Commerce St., said intersection being the place of beginning of the field notes describing the City limits line of the City of San Antonio as shown by an Ordinance passed and approved on the 25th day of September, 1952, and recorded in Ordinance Book "Y" on page 66;

THENCE Continuing North along the East line of the Acme Road and its extension to a point in the North line of the Culebra Road;

THENCE East, Northeast, and East along the North, Northwest, and North lines of the Old locations of the Culebra Road to an intersection with the West line of Hillcrest Drive;

THENCE North 3088.18 feet along the West line of Hillcrest Drive to its intersection with the North line of West Woodlawn Avenue;

THENCE Westerly 51.3 feet along the North line of West Woodlawn Avenue to an angle in same;

THENCE Westerly 441.45 feet along the North line of West Woodlawn Avenue to its intersection with the Northeast line of Vernon Avenue (Colfax Ave.);

THENCE Northwesterly 800 feet along the Northeast line of Vernon Avenue (Colfax Ave.) to its intersection with the East line of Mt. Vernon Ave.;

THENCE North with the East line of Mt. Vernon Avenue 535.34 feet to a point in the Northeast line of Block 11, Block "C" Woodlawn Hills Addition, a plat of which is recorded in Volume 980., on Page 192 of the Bexar County Plat Records;

THENCE Southeast 679.82 feet along the Northeast line of said Block 11 to a point 17.65 feet Northwest of the Northwest line of Lot 68, Block "C" Woodlawn Hills Addition;

THENCE Northeast parallel to and 17.65 feet Northwest of the Northwest line of said Lot 68 a distance of 377.2 feet to a point in the Southwest line of Woodlawn Drive (Freeman Drive);

THENCE Northeasterly across Woodlawn Drive (Freeman Drive) and continuing along the Southeast line of an established drain (Drain Drive) to the South line of Valley Drive (Repose Lane);

THENCE Easterly along the South line of Valley Drive (Repose Lane) projected and continuing along the South line of Piper Drive, projected, to the East line of Hillcrest Drive;

THENCE Southerly along the East line of Hillcrest Drive to the North line of Woodlawn Avenue;

THENCE Easterly along the North line of Woodlawn Avenue, to a point where it intersects a line which is parallel to and 150 feet Northeast of the Bandera Road;

THENCE Northwesterly along said line which is parallel to and 150 feet Northeast of the Bandera Road to an intersection with a line which is parallel to and 150 feet Westward from the West line of Main Drive East (Quill Drive);

THENCE Northeasterly along said line which is parallel to and 150 feet Westward from the West line of Main Drive East (Quill Drive) to an intersection with the North line of Crest Avenue;

THENCE North along a line which is at a right angle to the North boundary line of Block "G" Woodlawn Hills Subdivision, a plat of which is recorded in Volume 642 on Page 149 of the Bexar County Plat Records, to an intersection with the Westward extension of the said North line of Block "G";

THENCE East along said extension, and continuing along the said North line of Block "G" and along the North line of Block "H" Woodlawn Hills Subdivision, a plat of which is recorded in Volume 642 on Pages 152 and 153 of the Bexar County Plat Records, to the West line of the St. Cloud Road;

THENCE North along the West line of the St. Cloud Road to its intersection with a line that is 150 feet Southwest of the Southwest line of the Babcock Road;

THENCE Northwesterly along a line that is 150 feet Southwest of the Southwest line of the Babcock Road and parallel thereto, to its intersection with the Westward projection of a line that is 200 feet South of and parallel to the South line of the Balcones Heights Road;

THENCE East along the Westward projection of a line that is 200 feet South of, and parallel to, the South line of the Balcones Heights Road to a point in the Northeast line of the Babcock Road;

THENCE Northwesterly along the Northeast line of the Babcock Road to a point in the South line of the Balcones Heights Road;

THENCE East and Northeast along the South and Southeast lines of the Balcones Heights Road; to its intersection with the Southwest line of the Fredericksburg Road;

THENCE Southeast along the Southwest line of the Fredericksburg Road to its intersection with the Westward projection of the south line of Spencer Lane;

THENCE East along the projection of the South line of Spencer Lane, and continuing along the South line of the Spencer Lane to a point 200 feet East of the Southward projection of the Dewhurst Road;

THENCE Northerly along a line 200 feet East of at right angles, and parallel to the East line of the Dewhurst Road to a point in the South line of Bobby Drive;

THENCE West 200 feet along the South line of Bobby Drive to its intersection with the East line of the Dewhurst Road;

THENCE Northerly along the East line of the Dewhurst Road to its intersection with the South line of the Landa Road (Beryl Drive);

THENCE Easterly along the South line of the Landa Road (Beryl Drive) to a point 200 feet East of the Southward projection of the East line of the Dewhurst Road;

THENCE North along a line which is 200 feet East of at right angles, and parallel to the East line of the Dewhurst Road to a point which is 200 feet East of a point in the East line of the Dewhurst Road where it intersects a line that is 200 feet northeast of at right angles, and parallel to the Northeast line of the Ketchum Road;

THENCE West 200 feet to a point in the East line of the Dewhurst Road;

THENCE North along the East line of the Dewhurst Road to an angle in same;

THENCE North $30^{\circ} - 57'$ East 881.98 feet to an angle;

THENCE South $89^{\circ} - 40'$ East 589.11 feet to an angle;

THENCE South $0^{\circ} - 18'$ West 484.33 feet to an angle;

THENCE South $89^{\circ} - 42'$ East 1705.37 feet to a point in the West line of the Vance-Jackson Road;

THENCE Eastward and at right angles across the Vance-Jackson Road to a point in the East line of the Vance-Jackson Road;

THENCE South along the East line of the Vance-Jackson Road to a point in same that is 2135.65 feet measured Northerly along the East line of the Vance-Jackson Road from its intersection with the North line of Savannah Drive;

THENCE North $89^{\circ} - 48'$ East 1855.51 feet to an angle;

THENCE East 1009.8 feet to a point in the West line of West Avenue;

THENCE Along the West line of West Avenue as follows:

S 0°-16' West 354.51 feet to an angle
S 0°-09' West 1226.95 feet to an angle;

THENCE North 89°-58' West 625 feet to an angle;

THENCE South 0°-17' West 1673.21 feet to an angle;

THENCE South 89°-49' East approximately 631.57 feet to a point in the West line of West Avenue;

THENCE South along the West line of West Avenue to an intersection with the Westward projection of the North line of the alley that is North of Edgebrook Lane;

THENCE East along the Westward projection of the North line of the alley that is north of Edgebrook Lane, and continuing East 554.76 feet along the North line of said alley to a point in same;

THENCE North 1265.0 feet to a point in the North line of the Alley that is North of Dryden Drive, said alley being in New City Block 10959;

THENCE West along the Westward projection of the North line of the alley that is North of Dryden Drive to its intersection with the East line of West Avenue;

THENCE North along the East line of West Avenue to a point that is 4015.71 feet Northerly measured along the East line of West Avenue from the North line of the Basse Road;

THENCE East 524.75 feet to an angle;

THENCE North 664.23 feet to an angle;

THENCE East approximately 1120 feet to a point in the Southwest right-of-way line of the T. & N.O.R.R. Co.;

THENCE Continuing East across the T. & N.O. R.R. Co., right-of-way to a point in the Northeast line of same;

THENCE Northwesterly approximately 2050 feet along the Northeast right-of-way line of the T. & N.O. R. E. Co., to a point in same;

THENCE East approximately 1685 feet to an angle;

THENCE North approximately 718 feet to an angle;

THENCE East approximately 580 feet to an angle;

THENCE North approximately 430 feet to a point in the Southwest line of the Jackson-Keller Road;

THENCE Southeast along the Southwest line of the Jackson-Keller Road to its intersection with the West line of the Blanco Road;

THENCE South along the West line of the Blanco Road to a point in the center line of Olmos Creek;

THENCE Easterly along the center line of Olmos Creek and its meanders to a point in the West line of Shearer Hills Addition, a plat of which is recorded in Volume 2222 on Page 63 of the Bexar County Plat Records;

THENCE Northerly along the West line of said Shearer Hills Addition, crossing the Jackson-Keller Road, and continuing along the West line of North Shearer Hills Addition, a plat of which is recorded in Volume 2222 on Page 230 of the Bexar County Plat Records, crossing Oblate Drive, to a point in the North line of Oblate Drive;

THENCE Easterly along the North line of Oblate Drive to the West line of the Jones-Maltsberger Road;

THENCE Southerly along the West line of the Jones-Maltsberger Road to a point 150 feet North of the City of Alamo Heights;

THENCE East parallel to the North line of the City of Alamo Heights and 150 feet therefrom to a point in a line which is parallel to and 150 feet Northwest of the Northwest line of the Nacogdoches Road;

THENCE In a Northeasterly direction along said line which is parallel to and 150 feet Northwest of the Northwest line of the Nacogdoches Road to an intersection with the West line of Broadway;

THENCE Northerly along the West line of Broadway to a point in the South line of Ridgecrest Drive;

THENCE Westerly along the South line of Ridgecrest Drive and Ridgecrest Drive projected to a point in the West line of Stella Road (Everest);

THENCE South 516.2 feet along the West line of Stella Road (Everest) to the Northeast corner of Lot 35 Olmos Park Heights Subdivision, a plat of which is recorded in Volume 980 on Page 29, of the Bexar County Plat Records;

THENCE South $89^{\circ}-03'$ West 1482.1 feet along the North lines of Lots 35 to 44 inclusive, said Olmos Park Heights Subdivision, to a point in the Southeast right-of-way line of the M.P. RR.;

THENCE along the Southeast right-of-way line of the M.P.R.R. as follows:

N $30^{\circ}-28'$ East 346.5 feet to an angle in same
 N $33^{\circ}-29'$ East 230.2 feet to an angle in same
 N $34^{\circ}-48'$ East 400.0 feet to an angle in same
 N $34^{\circ}-58'$ East 1726.2 feet to the West line of Broadview

Acres, a plat of which is recorded in Volume 642 on Page 112 of the Bexar County Plat Records;

THENCE South $0^{\circ}-26'$ East 1642.2 feet along the East line of said Broadway Heights, a plat of which is recorded in Volume 2805 on Page 32, of the Bexar County Plat Records, said East line also being the West line of Broadview Acres, to a point in the North line of Ridgecrest Drive;

THENCE Easterly along the North line of Ridgecrest Drive to its intersection with the West line of Broadway;

Northerly along the
 THENCE West line of Broadway to the Southwest line of the North Loop Road;

THENCE Northwesterly along the Southwest line of the North Loop Road to its intersection with the Southeast line of the Wetmore Road;

THENCE Southwest and West along the Southeast and South line of the Wetmore Road to its intersection with the East line of the Jones-Maltsberger Road;

THENCE Northerly along the East line of the Jones-Maltsberger Road projected to its intersection with the Northeast line of the North Loop Road, and the Southwest line of the San Antonio Municipal Airport;

THENCE Northwesterly along the North line of the North Loop Road and the Southwest line of the San Antonio Municipal Airport 520.79 feet to an angle in the San Antonio Municipal Airport;

THENCE With the West line of the San Antonio Municipal Airport as follows:

N $40^{\circ}-44'$ E 1640.90 feet to an angle; N $49^{\circ}-16'$ W 450.0 feet; S $40^{\circ}-44'$ W 9.70 feet to an angle; N $49^{\circ}-16'$ W 400.0 feet to an angle; S $40^{\circ}-44'$ W 0.40 feet to an angle; N $49^{\circ}-16'$ W 371.60 feet to a point in the Southeast line of the North Loop Road;

THENCE Northeast with the Southeast line of the North Loop Road to its intersection with the Southeastward projection of the Southwest line of the North Loop Road;

THENCE Northwesterly along the projection of the Southwest line of the North Loop Road and continuing along the Southwest line of the North Loop Road to an intersection with the Southeast line of U. S. Highway 281;

THENCE Northeasterly along the Southeast line of U. S. Highway 281 to its intersection with the Southwest line of the Bitters Road;

THENCE Southwesterly along the Southwest line of the Bitters Road to its intersection with the Northwest line of the Wetmore Road, being the East corner of the San Antonio Municipal Airport;

THENCE Across the Wetmore Road to the Southeast line of the Wetmore Road and the Northwest line of the M.P.R.R. Co., right-of-way;

THENCE Southwesterly along the southeast line of the Wetmore Road to the Northeast line of the North Loop Road;

THENCE Southeast along the Northeast line of the North Loop Road to an intersection with the East line of Broadway projected North;

THENCE Southerly along the projection of the East line of Broadway, and continuing along the East line of Broadway to its intersection with the South line of Lorenz Road;

THENCE East along the South line of Lorenz Road to its intersection with the Northwest line of the Nacogdoches Road;

THENCE Southwest along the Northwest line of Nacogdoches Road to its intersection with the Westward projection of a line that is 150 feet North of, and parallel to the North line of E. Nottingham Place;

THENCE East along the projection of said line, and continuing along a line 150 feet North of, and parallel to the North line of E. Nottingham Place, to the West line of N. New Braunfels Avenue;

THENCE Northerly along the West line of N. New Braunfels Avenue, and its projection to the intersection with the North line of Oak Park Estates, Unit 3, projected Westward, a plat of said Oak Park Estates, Unit 3, being of record in Volume 3025 on Page 347 of the Bexar County Plat Records;

THENCE Easterly with said Westward projection, and continuing Easterly with the North line of said Oak Park Estates, Unit 3, to its intersection with the Northwest line of the Nacogdoches Road;

THENCE Southwesterly along the Northwest line of the Nacogdoches Road to its intersection with the South line of Oak Park Estates, Unit 1, a plat of which is recorded in Volume 2805 on Page 254 of the Bexar County Plat Records;

THENCE Westerly along the south line of said Oak Park Estates, Unit 1, to its intersection with the East line of N. New Braunfels Avenue;

THENCE Southerly along the East line of N. New Braunfels Avenue, to the North line of Oakcrest Subdivision, a plat of which is recorded in Volume 2222, on Page 171 of the Bexar County Plat Records;

THENCE East along the North line of Oakcrest Subdivision, and said line extended, to the East line of Alexander Road;

THENCE North and Northeast along the East line of Alexander Road to its intersection with the South line of Frederick Road;

THENCE East along the South line of Frederick Road to the West line of Northwood Estates, Unit No. 1, a plat of which is recorded in Volume 3025 on Page 329 of the Bexar County Plat Records;

THENCE North along the West line of said Northwood Estates, Unit No. 1

and continuing along the West line of the H. B. Zachry property to a point, in the South line of Loop 13;

THENCE Easterly and Southerly along the South and West lines of Loop 13 and of the Harry Wurzbach Highway to an intersection with the South line of Urban Crest Drive, the place of BEGINNING.

3. That the area within the above bounds, boundary limits and limits shall include the territory over which the City of San Antonio shall have, and has, jurisdiction as a Home Rule City created and existing by virtue of the Constitution and General Laws of the State of Texas and its Charter; provided, however, that no city, town or village, lawfully incorporated prior to the 12th day of March, 1952, under the provisions of Title 28 of the Revised Civil Statutes of the State of Texas, 1925, or any General or Special Law of the State of Texas or the Home Rule Enabling Act of the State of Texas, nor any of its territory shall be included within the above described bounds, boundary lines and limits of the City of San Antonio, but, on the contrary, any such city, town or village and its territory is specially excepted and excluded from the above described limits of the City of San Antonio.

4. That the City of San Antonio shall be and is hereby liable for the payment of all legal indebtedness, or pro rata part thereof, owing by said area, territory or district in the above described bounds, boundary limits and limits for which it is justly liable.

5. That all of the citizens, inhabitants and residents of the above described territory and area shall be entitled to all of the rights and privileges of citizens, inhabitants and residents of the City of San Antonio; and shall be bound by the acts, ordinances and regulations of the City of San Antonio.

6. That the Director of Public Works and the City Engineer shall change the records of their offices to conform to the new bounds, boundary limits and limits of the City of San Antonio as they have been changed and fixed by the provisions of this ordinance.

7. That the Finance Director and the Chief Deputy Assessor of Taxes shall change the records in their offices to conform to the new bounds, boundary limits and limits of the City of San Antonio, and they shall proceed to assess and collect taxes on the property included in the new bounds, boundary limits and limits for the next taxable year in accordance with the General Laws of the State of Texas and the Charter and Ordinances of the City of San Antonio.

8. After the introduction of this Ordinance, and after it has been amended as desired by the City Council of the City of San Antonio, for final passage, it shall be published in the "COMMERCIAL RECORDER", in the City of San Antonio, one time; and shall not be passed finally until at least thirty days have elapsed after said publication.

9. APPROVED FOR PUBLICATION this 2nd day of July, A. D. 1953.

/s/ A. C. White
Mayor

ATTEST:
/s/ J. Frank Gallagher
City Clerk

10. PASSED AND APPROVED this 11th day of August A.D. 1953.

/s/ A. C. White
MAYOR.

ATTEST:
/s/ J. Frank Gallagher

City Clerk

AN ORDINANCE 19,444

AN ORDINANCE AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO RE-ZONE: CASE NO. 228-A, LOT 1, BLOCK 13, NEW CITY BLOCK 10,397, AT CULEBRA ROAD AND 36TH STREET FROM "C" RESIDENTIAL TO "F" LOCAL RETAIL DISTRICT. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED THIS 13TH DAY OF AUGUST, A. D. 1953.

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

1. That an ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC", passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, A. D. 1938 be and the same is hereby amended as follows:

2. CASE NO. 228-A

"To re-zone property on the SE intersection of Culebra Road and 36th Street and fronts 132 feet (plus or minus) on the south side of Culebra Road and 224 feet on the east side of 36th Street, from "C" RESIDENTIAL to "F" LOCAL RETAIL DISTRICT as follows:

Lot 1 Block 13 New City Block 10,397

3. All ordinances and parts of ordinances in conflict herewith are repealed and the present classifications of the areas ordered changed herein are discontinued.

4. The Building Inspector is ordered to change his records and zoning maps accordingly.

5. The City Clerk shall publish the descriptive caption of this ordinance which states in summary the purpose of the ordinance and the penalty for violation thereof in the "Commercial Recorder" a newspaper published in the City of San Antonio.

6. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,445

ACCEPTING THE BID OF H. G. MUELLER FOR BARBER AND BEAUTY SHOP CONCESSION IN THE NEW TERMINAL AND ADMINISTRATION BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE YEARS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT THEREFOR

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

1. That the bid of H. G. Mueller, 710 Avant Street, dated July 27, 1953, for a barber and beauty shop concession privilege in the new Terminal and Administration Building in San Antonio International Airport is hereby accepted.
2. That the City Manager is hereby authorized to enter into the contract attached hereto and made a part hereof granting the barber and beauty shop concession privilege above mentioned to H. G. Mueller.
3. Said contract is for a period of five years, commencing September 1, 1953, and ending on August 31, 1958, the consideration being payment by H. G. Mueller of 10 per cent of the gross receipts from said concession each month with a guarantee to the City of a minimum rental of \$75.00 per month should minimum exceed the 10 per cent of the gross receipts.
4. H. G. Mueller shall be required to execute a performance bond covering the above contract before the same shall become effective.
5. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT this day made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter referred to as City and H. G. Mueller hereinafter referred to as Lessee,

WITNESSETH:

I.

The City does hereby GRANT, DEMISE and LEASE to Lessee the following described premises located in the New Terminal and Administration Building:

464 square feet more or less on the ground floor of the new International Airport Terminal Building and located South of the East Corridor Restrooms. This space is bounded on the West by the Western Shop, on the South by the Terminal Building South Wall and Sidewalk, on the East by the East Corridor Janitors' Closet and Supply Room and on the North by the East Corridor and Restrooms.

II.

The premises hereinabove described and hereinafter referred to as the "leased premises" may be used exclusively by lessee as a Barber and Beauty Shop, it being the intention of the Lessor to grant to Lessee the privilege of making installations on the leased premises of all equipment necessary for purposes incidental to the operation and the conduct of the business and activities herein described.

III.

The term of this agreement shall be for a period of five years commencing on the 1st day of September 1953. This lease shall be subject to cancellation by Lessee in the event of the happening of any one or more of the following:

- (a) The permanent abandonment of the said airport for use as a terminal or intermediate stop on inter-state airline flights, the discontinuance of use of said Airport for a period of 30 consecutive days being construed as permanent abandonment.
- (b) The failure or refusal by the Post Office Department to receive or dispatch U. S. Mail by Air at the Airport as a terminal point for San Antonio.
- (c) Issuance by any Court of Competent jurisdiction of an injunction any way preventing or restraining the use of the Airport or any part thereof, or of the Administration Building, and the remaining in force of such injunction for a period of at least 15 days.

(d) The breach by the City of any of the Covenants or agreements herein contained and the failure of the City to remedy such breach for a period of 30 days after written notice thereof.

IV.

In the event the City should build a new Airport passenger terminal at the said San Antonio International Airport, or in the event of the abandonment of the said Airport by the airlines or the City or both, and the building of a new Airport passenger terminal at some other location, then the City will provide for the unexpired term of this agreement and under the same terms as herein, space in such terminal in an amount not less than the space provided herein and similarly located.

V.

As consideration for this Lease, Lessee agrees to pay during the entire life of the lease 10 per cent of the gross receipts received from its operations under this lease including receipts received from the sale of merchandise. Such percentage is to be payable without demand at the office of tax assessor and collector in the City Hall, San Antonio, Texas on or before the 10th day of each month for the gross income of the previous month with a minimum guarantee of \$75 per month. If at the end of any month the percentage of gross income provided for herein is less than the monthly guarantee of \$75.00 then and in that event the rent due for the month shall be the sum of \$75.00.

VI.

The City hereby grants to Lessee the right to use, in common with others having such right, the waiting rooms, hallways, restrooms and other passenger conveniences in the Terminal building for Lessee's patrons, guests, and invitees, provided that the City does not surrender the right to prohibit any excess loitering in the above place.

VII.

The Shop to^{be} operated on the leased premises is to be operated for the convenience of airline patrons and the general public, and night operations to service these passengers and the public will be provided as and when it reasonably appears that the potential business will justify such operations. Merchandise offered the public is to be of good quality and prices charged for such merchandise shall at all times be reasonable and not exorbitant, and comparable with prices charged for same articles at similar places in the City.

VIII.

Lessee shall take good care of the leased premises and at the termination of this agreement by expiration or otherwise, shall yield and deliver to the City the leased premises promptly and in as good condition as when originally entered upon by Lessee, reasonable wear and tear excepted, and Lessee does hereby agree to install upon the premises leased herein fixtures, interior decoration and machinery which said equipment shall cost not less than and be worth \$2000.00 on the

open market. Said fixtures must be in keeping with the general environs of the new Terminal Building. Lessee shall have the right within 30 days after termination of this lease or any renewal or extension thereof to remove its machinery, equipment, fixtures and improvements from the leased premises, subject to any lien which the City may have to secure any unpaid rents or charges due under this lease, provided, however, the City shall have the right to purchase at fair market value any such fixture or equipment, the removal of which would mar or deface the walls or building. The Director of Aviation shall have the right to approve all advertising matter of lessee displayed on the premises, or in connection therewith. Lessee shall carry a minimum stock inventory of \$500.00.

IX.

The City shall have the right at all reasonable times to inspect the books, records and receipts of the Lessee, or designate a duly authorized representative to make a check or investigation of the daily, weekly and monthly gross receipts accruing from said business.

X.

The City reserves the right to exercise general supervision over the Lessee and the leased premises insofar as insuring proper maintenance of the premises, and guaranteeing employment of clean and polite employees, and for this purpose, the City reserves the right through its authorized agents to at all reasonable times enter upon the demised premises to view the condition of the premises and fixtures contained therein.

XI.

It is hereby agreed that Lessee and its employees shall remain on the leased premises during their working hours, unless their official duties require their presence elsewhere and they shall use only the utility facilities and restrooms designated for lessee and its employees.

XII.

In the event that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Lessee to be performed, kept and observed, the City may give Lessee written notice to correct such conditions or cure such default, and if any such condition or default shall continue for 30 days after the receipt of such notice by Lessee, the City may, after the lapse of said 30 days period and prior to the correction or curing of such condition or default, terminate this lease by a 10 day written notice; and the term hereby demised shall thereupon cease and expire at the end of such 10 days in the same manner and to the same effect as if it were the expiration of the original term.

XIII.

Lessee agrees to save and hold harmless the City of San Antonio 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 granted hereunder, whether such claim results from the negligence of the Lessee or not. Lessee agrees to obtain public liability and property damage insurance in amounts satisfactory to the City Manager.

XIV.

Lessee covenants and agrees to observe and obey all Federal, State, County and City laws and ordinances pertaining to the operation of Lessee's business and Lessee also agrees to comply with all uniform rules and regulations of the International Airport unless said rules conflict with any provision of this Contract in which event this Contract will prevail.

XV.

The Lessee shall not assign, sub-let or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the City.

XVI.

Notices addressed to the Director of Aviation, c/o San Antonio International Airport, San Antonio, Texas and sent by registered mail and notice to Lessee if sent by registered mail shall be sufficient if sent to _____.

EXECUTED this the ____ day of _____, 1953.

CITY OF SAN ANTONIO

By _____
City Manager

Lessee

ATTEST:

City Clerk

AN ORDINANCE 19,446 ✓

ACCEPTING THE BID OF JAS. K. DOBBS CO. OF DALLAS, INC. FOR CONCESSION PRIVILEGES FOR A WESTERN SHOP IN THE NEW TERMINAL AND ADMINISTRATION BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT FOR PERIOD OF FIVE YEARS AND AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT THEREFOR

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

1. That the bid of Jas. K. Dobbs Co. of Dallas, Inc. dated July 27, 1953, for concession privileges for a Western Shop in the new Terminal and Administration Building at San Antonio International Airport is hereby accepted.

2. That the City Manager is hereby authorized to enter into the contract attached hereto and made a part hereof granting the Jas. K. Dobbs Co. of Dallas, Inc. the above mentioned concession privileges.

3. Said contract is for a period of five years, commencing September 1, 1953, and ending on August 31, 1958, the consideration being the payment by Jas. K. Dobbs Co. of Dallas, Inc. of 10% of the gross income from said concessions each month with a guarantee to pay to the City a minimum rental of \$180.00 per month should said minimum exceed the percentage of gross income.

4. Jas. K. Dobbs Co. of Dallas, Inc. shall be required to execute a performance bond covering the above contract before the same shall become effective.

5. PASSED AND APPROVED this 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT this day made and entered into by and between the City of San Antonio, acting by and through its City Manager, hereinafter referred to as City and Jas. K. Dobbs Co of Dallas Inc hereinafter referred to as Lessee,

WITNESSETH:

I.

The City does hereby GRANT, DEMISE and LEASE to Lessee the following described premises located in the New Terminal and Administration Building:

466 square feet more or less on the ground floor of the New Terminal and Administration Building and located South of the Coffee Shop in the East Corridor. This space is bounded on the West by the Airport Manager's Office, on the North by East Corridor, on the East by the Barber Shop, and on the South by the Terminal Building South Wall and Sidewalk.

II.

The premises hereinabove described and hereinafter referred to as the "leased premises" may be used exclusively by lessee as a Western shop and clothing store, it being the intention of the Lessor to grant to Lessee the privilege of making installations on the leased premises of all equipment necessary for purposes incidental to the operation and the conduct of the business and activities herein described.

III.

The term of this agreement shall be for a period of five years commencing on the 1st day of September 1953, and ending on the 31 day of August 1958; provided however Lessee shall at its option have the right to an additional 5 years lease upon expiration of the primary term, for a rental agreeable to both parties herein at that time. This lease shall be subject to cancellation by Lessee in the event of the happening of any one or more of the following:

(a) The permanent abandonment of the said airport for use as a terminal or intermediate stop on inter-state airline flights, the discontinuance of use of said Airport for a period of 30 consecutive days being construed as permanent abandonment.

(b) The failure or refusal by the Post Office Department to receive or dispatch U. S. Mail by Air at the Airport as a terminal point for San Antonio.

(c) Issuance by any Court of Competent jurisdiction of an injunction any way preventing or restraining the use of the Airport or any part thereof, or of the Administration Building, and the remaining in force of such injunction for a period of at least 15 days.

(d) The breach by the City of any of the Covenants or agreements herein contained and the failure of the City to remedy such breach for a period of 30 days after written notice thereof.

IV.

In the event the City should build a new Airport passenger terminal at the said San Antonio International Airport, or in the event of the abandonment of the said Airport by the airlines or the City or both, and the building of a new Airport passenger terminal at some other location, then the City will provide for the unexpired term of this agreement and under the same terms as herein, space in such terminal in an amount not less than the space provided herein and similarly located.

V.

As consideration for this Lease, Lessee agrees to pay during the entire life of the lease 10 per cent of the gross receipts received from its operation under this lease including receipts received from the sale of merchandise. Such percentage is to be payable without demand at the office of tax assessor and collector in the City Hall, San Antonio, Texas on or before the 10th day of each month for the gross income of the previous month with a minimum guarantee of \$180 per month. If at the end of any month the percentage of gross income provided for herein is less than the monthly guarantee of \$180, then and in that event the rent due for the month shall be the sum of \$130

VI.

The City hereby grants to Lessee the right to use, in common with others having such right, the waiting rooms, hallways, restrooms and other passenger conveniences in the Terminal building for Lessee's patrons, guests, and invitees, provided that the City does not surrender the right to prohibit any excess loitering in the above place.

VII.

The Shop to be operated on the leased premises is to be operated for the convenience of airline patrons and the general public, and night operations to service these passengers and the public will be provided as and when it reasonably appears that the potential business will justify such operations. Merchandise offered the public is to be of good quality and prices charged for such merchandise shall at all times be reasonable and not exorbitant, and comparable with prices charged for same articles at similar places in the City.

VIII.

Lessee shall take good care of the leased premises and at the termination of this agreement by expiration or otherwise, shall yield and deliver to the City the leased premises promptly and in as good condition as when originally entered upon by Lessee, reasonable wear and tear excepted, and Lessee does hereby agree to install upon the

premises leased herein fixtures, interior decoration and machinery which said equipment shall cost not less than and be worth \$5,000 on the open market. Said fixtures must be in keeping with the general environs of the new Terminal building. Lessee shall have the right within 30 days after termination of this lease or any renewal or extension thereof to remove its machinery, equipment, fixtures and improvements from the leased premises, subject to any lien which the City may have to secure any unpaid rents or charges due under this lease, provided, however, the City shall have the right to purchase at fair market value any such fixture or equipment, the removal of which would mar or deface the walls or building. The Director of Aviation shall have the right to approve all advertising matter of lessee displayed on the premises, or in connection therewith. Lessee shall carry a minimum stock inventory of \$7,000.

IX.

The City shall have the right at all reasonable times to inspect the books, records and receipts of the Lessee, or designate a duly authorized representative to make a check or investigation of the daily, weekly and monthly gross receipts accruing from said business.

X.

The City reserves the right to exercise general supervision over the Lessee and the leased premises insofar as insuring proper maintenance of the premises, and guaranteeing employment of clean and polite employees, and for this purpose, the City reserves the right through its authorized agents to at all reasonable times enter upon the demised premises to view the condition of the premises and fixtures contained therein.

XI.

It is hereby agreed that Lessee and its employees shall remain on the leased premises during their working hours, unless their official duties require their presence elsewhere and they shall use only the utility facilities and restrooms designated for lessee and its employees.

XII.

In the event that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Lessee to be performed, kept and observed, the City may give Lessee written notice to correct such conditions or cure such default, and if any such condition or default shall continue for 30 days after the receipt of such notice by Lessee, the City may, after the lapse of said 30 day period and prior to the correction or curing of such condition or default, terminate this lease by a 10 day written notice; and the term hereby demised shall thereupon cease and expire at the end of such 10 days in the same manner and to the same effect as if it were the expiration of the original term.

XIII.

Lessee agrees to save and hold harmless the City of San Antonio 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 granted hereunder, whether such claim results from the negligence of the Lessee or not. Lessee agrees to obtain public liability and property damage insurance in amounts satisfactory to the City Manager.

XIV.

Lessee covenants and agrees to observe and obey all Federal, State, County and City laws and ordinances pertaining to the operation of Lessee's business and Lessee also agrees to comply with all uniform rules and regulations of the International Airport unless said rules conflict with any provision of this Contract in which event this Contract will prevail.

XV.

The Lessee shall not assign, sub-let or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the City.

XVI.

Notices addressed to the Director of Aviation, c/o San Antonio International Airport, San Antonio, Texas and sent by registered mail and notice to Lessee if sent by registered mail shall be sufficient if sent to _____.

EXECUTED this the _____ day of _____, 1953.

CITY OF SAN ANTONIO

By _____
City Manager

Lessee

ATTEST:

City Clerk

AN ORDINANCE 19,447 ✓

ESTABLISHING A FEE TO BE PAID TO THE CITY OF SAN ANTONIO BY LESSEES DISPENSING GASOLINE FOR USE IN AIRCRAFT AT THE SAN ANTONIO INTERNATIONAL AIRPORT AND INSTRUCTING THE DIRECTOR OF AVIATION TO NOTIFY THOSE LESSEES EFFECTED BY THIS ORDINANCE OF SUBJECT FEE AND METHOD OF PAYMENT

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

1. That effective September 1, 1953, Lessees dispensing gasoline for use in aircraft at the San Antonio International Airport shall pay to the City of San Antonio \$.02 (two cents) for each gallon of gasoline so dispensed.

2. Said fee shall be the prevailing fee charged for the dispensing of gasoline for use in aircraft at the San Antonio International Airport.

3. The Director of Aviation of the City of San Antonio is hereby instructed to notify all Lessees at the San Antonio International Airport effected by this ordinance

of its effective date, and inform said Lessees that payment of the prevailing fee shall be made not later than the 15th of the month following the month in which the gasoline is dispensed.

4. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE #19,448
MAKING A LEASE BETWEEN THE CITY OF
SAN ANTONIO AND ALAMO AIRLINE SERVICES, INC.
AT THE SAN ANTONIO INTERNATIONAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Alamo Airline Services, Inc., Lessee, a corporation of the County of Bexar and the 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 of the terms and conditions herein set out, for the term beginning Sept. 1, 1953 and ending July 31, 1956

the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3.

- 19,135.0 sq. ft. hangar space in Hangar #3 @ 2¢ per sq. ft. - 382.70 per month
 - 456.8 sq. ft. shop & storage space in Hgr. #3 @ 4¢ sq. " - 18.27 per month
 - 130.0 sq. ft. office space in Hangar #3 @ 8¢ per sq. " - 10.40 per month
 - 305.0 sq. ft. office space in Hangar #2 @ 8¢ per sq. ft. 24.40 per month
 - 28,520.0 sq. ft. (approximately) hangar space in Hangars T-12 T-34 and T-44, this comprising the entire floor space in said hangars at ----- 800.00 per month
- said space to be used for storage, servicing, overhaul, repair and sales of aircraft, aircraft parts and accessories and aircraft engines and accessories, sale of aviation gasoline, oils and other petroleum products and the operation of a flying school and charter service.

4. The amount of the rent for this property is \$ 1,235.77 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$ 1,235.77 each month for the term hereof, and in addition to such charges as may be specified hereinafter:
- a. The Lessee shall pay to the Lessor 2(two) cents per gallon of gasoline sold or used by the Lessee in the preceding month, on the tenth of each month following the sale during the term of this lease.
 - b. The Lessee shall pay to the Lessor 20% of all funds derived from parking and/or "tying down" or anchoring aircraft with ropes, blocks or other methods to the aircraft aprons, ramps or parking areas designated for his use by the Director of Aviation. Lessee does hereby agree to abide by the schedule of minimum charges for "tie down of aircraft" as published by the Director of Aviation.
 - c. Lessee does hereby acknowledge that Lessor contemplates the major repair and modification of Hangar #3, which repairs and modification will increase the useful life and utility of said structure, and, if and when said repair and modification are completed, the rental rate for hangar space shall be increased from 2(two) to four cents per sq. ft. per month.

All fees, taxes, dues or percentages of sales will be collected in accordance with City Ordinances now in effect or imposed or enacted by the City during the term of this lease. However, in the event any such ordinances or charge schedules shall be enacted or shall become initially effective subsequent to the date of this lease and the same shall have the effect of increasing the total rentals or other charges payable by Lessee hereunder, then Lessee may at his option, at any time within thirty days after notice of such increase is received by him from Lessor in writing (which notice Lessor shall give forthwith as a condition to binding Lessee for such increase) elect to terminate this lease, as of the first day of the first month following Lessee's election to do so, whereupon all obligations thereafter accruing as against Lessee hereunder shall cease and this shall wholly terminate as to both Lessee and Lessor as of such letter date.

5. If Lessee desires to renew this lease he may in writing request The Lessor to do so 60 days prior to the termination hereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.

6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Director of Aviation of the City of San Antonio, and that all employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only restrooms and/or utility facilities designated for the Lessee and his employees. In this connection, it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.

7. 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 Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.

8. The 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.

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

10. The Lessee agrees that it will take good care of said premises and property pertaining thereto 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 and grounds appurtenant thereto in a clean, sanitary and attractive condition.

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. In case the premises or any part thereof shall during the term of this lease be destroyed or damaged by fire, the elements, inevitable accident or circumstances beyond Lessee's control so that the same shall be thereby rendered unfit for use and habitation, then and in such case the rent hereinbefore reserved, or a just and proportionate part thereof according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use by Lessor, and Lessor shall forthwith cause such premises to be so restored, or, at Lessor's option, in event of total or substantial damage, it may elect to wholly terminate this lease.

13. The Lessee shall promptly execute and fulfill all of the ordinances of the City corporation and State and Federal Statutes and all rules and regulations imposed by the Director of Aviation applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary, Fire, and Police Departments, for the correction, prevention and abatement of nuisances, in, upon, or connected with said lease, at his own expense.

14. That in case of default in any of the covenants herein, 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 the 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 belonging to the Lessee which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

15. Lessee shall hold and save the City harmless from any or all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the acts of Lessee, its agents or employees, in the exercise by Lessee of any and all rights, franchise or license granted hereunder, whether such claim results from the negligence of the Lessee or not. In this connection, it is understood and agreed that the Lessee will obtain suitable and appropriate Public Liability and Property Damage insurance.

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to 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 hereinafter the termination of this lease, and 30 days after Lessee had 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.

17. To secure the payments of rentals herein, Lessee grants unto Lessor a contract lien on all fixtures that are or may be installed by it on said premises, which lien shall be cumulative of all rights of a landlord under the statutes of the State of Texas, and shall not operate as a waiver of same.

18. Lessor reserves the right to approve all advertising matter of Lessee displayed on the leased premises, or in connection therewith.

19. Lessee agrees that it will not assign this lease nor sublet, and will not transfer or sell or in any way convey to any person, firm or corporation, the whole or any part of said lease, without first having obtained consent of Lessor in writing.

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

21. Lessee agrees to permit the City of San Antonio and its agents at all times to enter upon the demised premises to view the condition of the premises and buildings.

22. The Lessee does hereby agree to pay to the Lessor the prevailing dues, fees, taxes, or percentages of sales as imposed by ordinance of the City of San Antonio for the privilege of operating on the leased premises during the term of this contract of lease.

23. Lessee agrees to keep and perform all terms, covenants and conditions imposed upon it during the term of lease with the City. Upon notice from the City of San Antonio in writing of the violation of any term, condition, or covenant required to be kept by Lessee hereunder, Lessee shall immediately take and diligently pursue all necessary steps to remedy or cure such breach. Should Lessee neglect or fail to do so, or if its leasehold interest shall be taken on execution or other process of law, or if Lessee shall petition to be or be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then in any such case, the City of San Antonio or those having the City of San Antonio's estate in such premises, may immediately or at any time thereafter, and without further notice or demand, declare this lease to be forfeited, and may enter unto and upon the said premises,

or any part thereof, and repossess the same and expel Lessee and those claiming under Lessee, and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears or rent or preceding breach of covenant; and upon entry, as aforesaid, this lease shall be determined. Lessee covenants and agrees that upon the retaking of possession and the termination of this lease by the City of San Antonio, all obligations of Lessee for the remainder of the original term shall cease; provided, however, that Lessee shall continue liable to the City of San Antonio for any act or omission done or omitted prior to the termination of this lease and the retaking of possession of the premises by the City of San Antonio.

24. In event the operation of the Airport upon which the leased premises are located, shall be abandoned or suspended for any reason, or altered so that the same shall no longer be operated as a general public Airport, or in event of restriction, regulations or ordinances substantially restricting or preventing the operation of privately owned aircraft from the leased premises, then Lessee may upon written notice delivered to the City Clerk of the City of San Antonio, at the City Hall, terminate this lease and all further obligations of Lessee thereunder thirty days after receipt of such notice by the City Clerk it being understood by the parties hereto that the continued operation of the Lessee's business on the leased premises, in the same, or substantially the same manner as now, is of the essence of this lease.

25. This lease and all provisions thereof shall be subject and subordinate to all the terms and conditions of the instruments and documents under which the Lessor acquired said leased property from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

26. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or views of the lessee, and without interference or hindrance.

27. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport, and all publicly owned facilities of the airport together with the right to direct and control all activities of the lessee in this regard.

28. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

29. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the development of the airport.

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

31. If any of the provisions of this lease or the application thereof to any person or persons or circumstances is held invalid, such invalidity shall not effect other provisions or applications of this lease which can be given effect without the valid provision or application, and to this end the provisions of this lease are declared to be severable.

32. This instrument constitutes the entire contract and agreement between the parties hereto; 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 of the City to be in writing and adopted by ordinance.

33. PASSED AND APPROVED this 13 day of August
A.D. 19 53.

A. C. White
MAYOR

ATTEST:

J. Frank Gallagher
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio
and ALAMO AIRLINE SERVICES, INC.
and dated this _____ day of August A.D. 19 53

/s/ Jack C. Neal
LESSEE

APPRO. NO. 2077

AN ORDINANCE 19,449

APPROPRIATING \$1,148.85 OUT OF THE STREET AND BRIDGE
C-45 FUND TO G. S. MCCRELESS IN PAYMENT FOR CON-
STRUCTION WORK PERFORMED IN THE WIDENING OF ADA
STREET

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

1. That the sum of \$1,148.85 is hereby appropriated out of the Street and Bridge C-45 Fund payable to G. S. McCreless for work performed in connection with the widening of Ada Street between South Pine and South Gevers Streets.

2. Payment for this work has been approved by the Director of Public Works and a detailed statement of same is attached hereto.

3. PASSED AND APPROVED this 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk ^

AN ORDINANCE 19,450

ESTABLISHING ACCOUNT 59-01-05, OTHER FUNCTIONS, IMPROVEMENT OF U. S. HIGHWAY 87 FROM CLARK STREET TO SALADO CREEK, AUTHORIZING DIRECTOR OF PUBLIC WORKS TO REQUISITION FROM ACCOUNT 59-01-05, AND TRANSFERRING \$25,000.00 THERETO FROM ACCOUNT 79-00-01, UNALLOTTED APPROPRIATIONS, GENERAL FUND

WHEREAS the City Council of the City of San Antonio passed a resolution on July 16, 1953 authorizing the City Manager to negotiate with the State of Texas for joint improvements of U. S. Highway 87 from Clark Street to Salado Creek, within the City limits of San Antonio, Texas; and

WHEREAS, said resolution provided that the City will provide the necessary curb and gutters and any right-of-way adjustments required to construct a 64' four-lane highway between the two points; and

WHEREAS said resolution estimated that the City of San Antonio's portion of the cost of this project will be approximately \$25,000.00 and that the same will be available, as needed;

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

Section 1 - That an account shall be established in the General Fund of the City, entitled "Improvement of U. S. Highway 87 from Clark Street to Salado Creek" (Account 59-01-05), included in Other Functions, General Fund.

Section 2 - That all expenditures by the City for the purposes of said project shall be from said account, upon requisition properly approved by the Director of Public Works.

Section 3 - That the amount of \$25,000.00 shall be transferred from Unallotted Appropriations (Account 79-00-01), General Fund, to aforesaid Account 59-01-05, for payment of proper requisitions for said project, not to exceed \$25,000.00 in the aggregate.

Section 4 - That upon completion of said project any unencumbered balance of appropriation remaining in Account 59-01-05 shall revert to account 79-00-01; and that notification of completion shall be given to the Finance Department by the Public Works Department within a reasonable time after the last requisition is issued against this account.

PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,451 ✓

AUTHORIZING PAYMENT OF \$25,000.00 OUT OF ACCOUNT 59-01-05, GENERAL FUND, PAYABLE TO TEXAS STATE HIGHWAY DEPARTMENT

WHEREAS the City Council of the City of San Antonio, Texas, has established an account in the General Fund, entitled "Improvement of U. S. Highway 87 from Clark Street to Salado Creek" (Account 59-01-05) payable upon proper requisition by the Director of Public Works; and

WHEREAS the Director of Public Works has requested that the amount of \$25,000.00 be paid immediately to the Texas State Highway Department, for the purposes of the project of improving U. S. Highway 87 from Clark Street to Salado Creek.

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

Section 1 - That the amount of \$25,000.00 be paid to the Texas State Highway Department out of the General Fund for the purposes of said project, to be charged to Account 59-01-05.

PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 2078

AN ORDINANCE 19,452

APPROPRIATING \$337.00 OUT OF THE SPECIAL STREET
IMPROVEMENT & PAVING FUND TO PAY CITY WATER BOARD
FOR LAYING A 2-INCH WATER MAIN ON THE WEST BOUNDARY
OF AVENUE A

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

1. That the sum of \$337.00 be and the same is hereby appropriated out of the SPECIAL STREET IMPROVEMENT & PAVING FUND to pay City Water Board for laying a 2-inch water main on the west boundary of Avenue A, as per approved statement on file in the City Controller's office.

2. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,453

APPROPRIATING \$62.05 OUT OF THE 1953 GENERAL
FUND RIGHT OF WAY FOR STEPHENSON ROAD PAYABLE
TO FRED HUNTRESS, COUNTY CLERK, TO COVER COURT
COSTS IN CONDEMNATION SUIT NO. 689

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

1. That the sum of \$62.05 be and the same is hereby appropriated out of the 1953 GENERAL FUND-RIGHT-OF-WAY FOR STEPHENSON ROAD (59-01-02 2-53) payable to Fred Huntress, County Clerk, to cover court costs in Condemnation Suit No. 689, as per approved statement on file in the City Controller's Office.

2. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 2079

AN ORDINANCE 19,454

APPROPRIATING \$72.00 OUT OF THE STATE OR STATE-
AID HIGHWAYS AND STREET & BRIDGE BONDS A-49
FUND TO PAY SECURITY TITLE CO. FOR PROFESSIONAL
SERVICES IN CONNECTION WITH URBAN EXPRESSWAY

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

1. That the sum of \$72.00 be and the same is hereby appropriated out of the STATE OR STATE-AID HIGHWAYS AND STREET & BRIDGE BONDS A-49 FUND to pay Security Title Company for professional services in connection with Urban Expressway, as per approved papers on file in the City Controller's Office.

2. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 2080

AN ORDINANCE 19,455

ACCEPTING BID OF MCELWRATH BROTHERS, FOR THE CONSTRUCTION
OF A FLEXIBLE BASE AND AC DURACO PAVEMENT ON THE SOUTH
SIDE WARTERYA FROM SAN REDRO CREEK TO THE LKAM STREET; AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT; AND APPROPRIATING
\$19,906.70 OUT OF THE SPECIAL STREET IMPROVEMENT AND PAVING
FUND 6-032 (5-04)

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

1. That, the bid of McElwrath Brothers, a Partnership, consisting of Frank P. McElwrath, Jr., and John T. McElwrath, acting by and through Frank P. McElwrath, Jr., of 2533 West Summit Avenue, San Antonio, Texas, dated August 4, 1953, attached hereto and made a part hereof, for the construction of a Flexible Base and a Duraco Pavement on the South Side Artery from San Pedro Creek to Thelka Street, in accordance with plans and specifications on file in the office of the City Engineer, for a total cost of \$19,906.70, be and the same is accepted hereby.

2. That the City Manager is authorized to execute contract for this work on the City Standard Construction Contract form.

3. That all other bids are rejected hereby.

4. That the sum of \$19,906.70, be and the same is appropriated hereby out of the "SPECIAL STREET IMPROVEMENT AND PAVING FUND 6-032 (5-04)" to McElwrath Brothers, for this work, to be paid for on estimates approved by the City Engineer and Director of Public Works

5. PASSED AND APPROVED on the 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 2081

AN ORDINANCE 19,456

APPROPRIATING \$25.00 OUT OF THE CITY OF SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR REFUND TO F. WAHRMUND

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

1. That, the sum of \$25.00 be and the same is appropriated hereby out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person listed below, as per approved letter dated August 10, 1953, on file in the office of the City Controller, copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	RECT. NO.
8-17-51	F. Wahrmund	819 Haggin Street	\$25.00	\$25.00	None	R #1719
Deposit	\$25.00	Refund	\$25.00			

2. PASSED AND APPROVED on the 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,457

CREATING A SPECIAL FUND TO BE DESIGNATED AS "GROTTO BOULEVARD SEWER CONSTRUCTION FUND"; AND TRANSFERRING \$967.00 FROM 1952 GENERAL FUND UNPLEDGED TO ABOVE FUND

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

1. That a special fund is hereby created, to be designated as "GROTTO BOULEVARD SEWER CONSTRUCTION FUND", and transferring the sum of \$967.00 from the 1952 General Fund Unpledged, to the above Special Fund.

2. That, the above Special Fund is created for payment of materials used in the construction of an 8-inch sanitary sewer line on Grotto Boulevard, from Veda Mae Drive to Alley South of Audrey Alene Drive; and Alley South of Audrey Alene Drive, from Grotto Boulevard to Shearer Hills Boulevard, approximately 1480 lineal feet, the City of San Antonio having received the above amount from various individuals as contributory payment for materials used in construction of this line.

3. PASSED AND APPROVED ON THE 13TH DAY OF August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,458

APPROPRIATING \$292.72 OUT OF THE 1952 GENERAL FUND ACCOUNT
NO. 63-05-03 STEPHENSON ROAD, TO PAY LOUIS W. LIPSCOMB FEES
IN CONNECTION WITH ACQUISITION OF PROPERTY REQUIRED FOR RIGHT
OF WAY FOR STEPHENSON ROAD WIDENING

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

1. That, the sum of \$292.72, be and the same is appropriated hereby out of the 1952 General Fund Account No. 63-05-03 Stephenson Road, to pay Louis W. Lipscomb fees in connection with acquisition of property required for right-of-way for Stephenson Road Widening, from Culebra Avenue to Bandera Road, in accordance with contract on file in the office of the City Clerk dated November 2, 1950; approved statement dated August 7, 1953, on file in the Controller's Office, copy of which is attached hereto and made a part hereof:

L. N. BOAL & WIFE, LOTTIE BOAL 3% of \$1750.00 (Ordinance Passed 8/6/53)	\$ 52.50
ORVILLE KEY & WIFE, EDITH KEY 3% of \$1250.00 (Ordinance Passed 7/30/53)	37.50
JAMES F. MOSELEY & WIFE, DOROTHY MOSELEY 3% of \$995.00 (Ordinance Passed 7/30/53)	29.85
D. B. SOUTH & WIFE, KATIE SOUTH 3% of \$4462.50 (Ordinance Passed 7/24/53)	133.87
CLARENCE C. STEDSON, O. V. LEE M. STEDSON 3% of \$1300.00 (Condemnation Award-Ordinance passed 7/24/53)	<u>39.00</u>
	\$ 292.72

2. PASSED AND APPROVED on the 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,459

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

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

1. That the petition of Mr. and Mrs. H. R. Goebel, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:

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

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 1404 Wiltshire Avenue, Lot 2, Block 8, Morningside Heights, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever in the opinion of the City Sewer Engineer, whose 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, Texas, 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 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,460 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF SUNSET BUILDING CO. BY HARRY BROOKS

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

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 816 Canterbury Hill, Lot 5, Block 5, Unit One, Morningside Heights, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 19,461 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF SUNSET BUILDING CO. BY HARRY BROOKS

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

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 820 Canterbury Hill, Lot 6, Block 5, Unit One, Morningside Heights Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 19,462 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF SUNSET BUILDING CO. BY HARRY BROOKS

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

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 821 Canterbury Hill, Lot 18, Block 4, Unit One, Morningside Heights, Terrell Hills and no other person shall be permitted to use the said city sanitary sewers through the connection hereby made.

AN ORDINANCE 19,463 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF SUNSET BUILDING CO. BY HARRY BROOKS

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

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 825 Canterbury Hill, Lot 17, Block 4, Unit One, Morningside Heights Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 19,464 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF SUNSET BUILDING CO. BY HARRY BROOKS

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 829 Canterbury Hill, Lot 16 Block 4, Unit One, Morningside Heights, Terrell Hills, and no other person shall be permitted to use the said city sanitary sewers through the connection hereby made.

AN ORDINANCE 19,465 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF MR. & MRS. W. M. BIGLER

Same as Ordinance No. 19,459 except for paragraph No. 4 which reads as follows:

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 419 Burr Road, Lot 57, County Block 5644, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That th

APPRO. NO. 2083

AN ORDINANCE 19,466 ✓ *Parker*

APPROPRIATING \$850.00 OUT OF THE PARK SALES FUND
TO COMMERCIAL ABSTRACT AND TITLE COMPANY IN PAYMENT
FOR LAND TO BE CONVEYED THE CITY BY TINKIE SMITH, ET
AL, FOR PARK PURPOSES

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

1. That the sum of \$850.00 is hereby appropriated out of the "Park Sales Fund" to Commercial Abstract and Title Company in payment for Lots 25 and 26, New City Block 6043, San Antonio, Bexar County, Texas, to be conveyed the City by Tinkie Smith and husband, Harry Smith, Allene Daniels and Dellie Ragsdale.

2. Said land is being purchased by the City to be used for park purposes.

3. That Ordinance No. 18,437, pertaining to this same property, passed and approved on October 23, 1952, is hereby repealed.

4. PASSED AND APPROVED this 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,467

AUTHORIZING THE PAYMENT OF \$400.00 TO MRS.
LENA SHELTON TO COVER MEDICAL EXPENSES INCURRED
AS RESULT OF INJURIES SUSTAINED WHILE ON DUTY WITH
THE "MAMA PATROL"; PROVIDING REIMBURSEMENT TO THE
CITY IN THE EVENT OF RECOVERY AGAINST RESPONSIBLE PARTY
AND RELEASING THE CITY FROM LIABILITY

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

1. That the Director of Finance is hereby authorized and directed to pay the sum of \$400.00 to Mrs. Lena Shelton c/o William M. Porter, Attorney, Transit Tower, to cover medical expenses incurred due to an injury suffered January 22, 1953 while on duty with the "Mama Patrol".

2. That said sum is payable out of the 1953 General Fund, Suits, Judgments and Settlements, Account 56-02-01, and the same shall be repaid the City in event recovery is had against the party responsible for the injury.

3. That payment of said \$400.00 shall constitute a release and discharge of all liability against the City of San Antonio on account of such injury.

4. PASSED AND APPROVED this 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

5. That the undersigned, Mrs. Lena Shelton and husband, Alfred Shelton, hereby accept the above sum of \$400.00 with the understanding and agreement that if recovery is had against the party responsible for the injury, either by suit or settlement, that reimbursement to the City of San Antonio will be promptly made and that the City is hereby released and discharged of all liability whatever on account of injuries received by Mrs. Lena Shelton on January 22, 1953.

Mrs. Lena Shelton

Alfred Shelton

AN ORDINANCE 19,468

✓
Street opening

ACCEPTING DEED OF FIRST BAPTIST CHURCH OF SAN ANTONIO,
TO THE CITY OF SAN ANTONIO, CONVEYING PROPERTY TO BE USED
AS A STREET

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

1. That the deed of the First Baptist Church of San Antonio, a religious corporation, to the City of San Antonio, dated July 31, 1953, conveying to the City of San Antonio certain property out of New City Block 431 more particularly described therein, to be used for a street, which deed is attached hereto and made a part hereof, be and the same is accepted hereby.

2. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,469

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, WHEREBY ONE-HALF OF THE COST OF PAVING CERTAIN PERIMETER STREETS OF CERTAIN HOUSING PROJECTS SHALL BE DEDUCTED FROM FUTURE PAYMENTS IN LIEU OF TAXES

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

1. That, in accordance with an agreement reached between the City Manager of the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, on June 2, 1953, whereby the Housing Authority agreed to pay for the paving of the perimeter streets of Project TEX 6-6, Cassiano Homes, Project TEX 6-11, Menchaca Homes, and Project TEX 6-13, San Juan Homes, amounting to a total of approximately \$41,138.37, and it was further agreed that one-half of said amount, being approximately \$20,569.19, should be deducted from future payments by the Housing Authority to the City of San Antonio in lieu of taxes (in accordance with Section 7 of the Cooperation Agreement between the Housing Authority and the City of San Antonio), the City Manager is hereby authorized and directed to execute agreement, between the Housing Authority of the City of San Antonio and the City of San Antonio, setting forth the agreement that said sum of \$20,569.19 be deducted from any future payments in lieu of taxes by the Housing Authority.

2. That the City Manager be and he is hereby authorized and directed to execute, on behalf of the City of San Antonio, a similar agreement that one-half of the amount of \$8,641.62, which is the cost of paying perimeter streets of Project TEX 6-12, Villa Veramendi, or \$4,320.81, be deducted from future payments to be made to the City of San Antonio by the Housing Authority of the City of San Antonio in lieu of taxes, as above set out.

3. That the total amount of said deductions for the projects of Project TEX 6-6, Cassiano Homes, Project TEX 6-11, Menchaca Homes, Project TEX 6-13, San Juan Homes, and Project TEX 6-12, Villa Veramendi, be \$24,890.00, to be deducted from future payments in lieu of taxes.

4. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,470

APPROPRIATING \$71.00 OUT OF THE 1953 GENERAL FUND-ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY, TO COMMERCIAL ABSTRACT AND TITLE COMPANY IN PAYMENT OF LAND TO BE CONVEYED BY A. H. FENSTERMAKER AND C. W. FENSTERMAKER, AND PABLO M. LUCIO AND WIFE, CONSUELO LUCIO, TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY PURPOSES, STEPHENSON ROAD PROJECT

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

1. That the sum of \$71.00 be and the same is hereby appropriated out of the 1953 General Fund- Account No. 59-01-02, Stephenson Road Right-of-Way, to Commercial Abstract and Title Company in payment of land to be conveyed by A. H. Fenstermaker and C. W. Fenstermaker, and Pablo M. Lucio and wife, Consuelo Lucio, to the City of San Antonio for right-of-way purposes, Stephenson Road Project, being a portion of Lots 6 and 7, Block 34, New City Block 8072, Villa Guadalupe Addition, Third Filing, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more fully described in said deed of conveyance to which deed reference is hereby made for a more particular description of the same.

2. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATT EST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,471

APPROPRIATING \$242.50 OUT OF THE 1953 GENERAL FUND-ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT OF WAY, TO COMMERCIAL ABSTRACT AND TITLE COMPANY IN PAYMENT OF LAND TO BE CONVEYED BY ANNIE MCKENZIE AND OTHERS TO CITY OF SAN ANTONIO FOR RIGHT OF WAY PURPOSES, STEPHENSON ROAD PROJECT

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

1. That the sum of \$242.50 be and the same is hereby appropriated out of the 1953 General Fund-No. 59-01-02, Stephenson Road Right-of-Way, to Commercial Abstract and Title Company in payment of land to be conveyed by Annie McKenzie, G. H. Franks and wife, Barbara Franks; William McKenzie and wife, Wilda A. McKenzie; Olan Goodman and wife, Thelma Goodman; Harvey Robertson and wife, Mary Robertson; Reinhart Reus and wife, Nadine Reus; Louis E. Schilling and wife, Ruby Schilling; Alvin McKenzie and wife, Estelle McKenzie; Charles T. Van Meter, Jr., and wife, Dolores Van Meter, to City of San Antonio for right-of-way purposes, Stephenson Road Project, being an irregular tract of land off the East side of the North one-half of a 1.67 acre tract of land out of O.C.L. 4, Range 3, District 6, County Block 5411, situated in Bexar County, Texas, and fully described in said deed of conveyance to which reference is hereby made for a more particular description of the same.

2. PASSED AND APPROVED this 13th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,472

AMENDING PARAGRAPH 2 OF ORDINANCE NO. 6217, PASSED AND APPROVED NOVEMBER 15, 1947, BY CORRECTING ERRORS CONTAINED THEREIN

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

1. That Paragraph 2 of Ordinance No. 6217 pertaining to the rezoning of various properties, passed and approved November 15, 1947, be and the same is hereby amended to hereafter read as follows:

"2. PROPOSITION A:

"To zone parts of San Augustine and San Fernando Streets as follows:

"F" LOCAL RETAIL DISTRICT:

- | | | |
|------------------------|----------|---------------------|
| Lots 36-37-38-39-40 | Block 35 | New City Block 8655 |
| Lots 1 - 2- 3- 4- 5 | Block 32 | New City Block 8654 |
| Lots 15-16-17-18-19-20 | Block 31 | New City Block 8654 |
| Lots 21-22-23-24-25 | Block 36 | New City Block 8655 |

2. That the Planning Department is hereby instructed to correct their records in accordance herewith.

3. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

*Amended 8/1/57
Ord # 25369A
Amended*

✓
AN ORDINANCE 19,473

PROHIBITING THE FILING OF AN APPLICATION FOR RE-ZONING WITH THE PLANNING COMMISSION WITHIN SIX (6) MONTHS AFTER A FINAL HEARING ON A PRIOR APPLICATION FOR RE-ZONING OF THE SAME LOT, LOTS OR BLOCK OF LAND

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

1. That from and after the effective date of this ordinance no application for the rezoning of any lot, lots or block of land situated in the City of San Antonio shall be received or filed with the Planning Commission of the City of San Antonio and no hearing had thereon if, within six (6) months prior thereto, a full, fair and complete and final hearing was had on the re-zoning of said lot, lots or block of land, before either the Planning Commission or the City Council; provided, however, that if new, relevant and substantial evidence, which could not have been secured at the time of the original hearing, shall be produced by applicant, under a sworn affidavit to that effect; then, in that event, the Planning Commission shall have the right to waive the provisions of this ordinance and proceed to hear and consider such application.

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

3. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

✓
AN ORDINANCE 19,474

APPOINTING MEMBERS OF THE UNIT VALUATION SCHEDULE BOARD

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

1. The following named persons are hereby appointed as members of the Unit Valuation Schedule Board, in place and stead of the present members of said Board named by Ordinance No. 18,453, passed and approved by the City Council on the 23rd day of October, A. D. 1952.

- C. W. Fenstermaker
- Gus Altgelt
- Paul Dawson
- Ed Walsh, Jr.
- J. B. Etheridge
- Paul Adams
- Alex Ramirez

2. That the above members shall serve at the pleasure of the Council and shall receive no compensation from the City, as provided in Ordinance No. 18,433, passed and approved by the City Council on the 16th day of October, A. D. 1952.

3. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,475 ✓

GRANTING THE CITY WATER BOARD AUTHORITY TO INSTALL
AND MAINTAIN A 16" WATER LINE ACROSS SOUTHSIDE LIONS
PARK

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

1. That the City Water Board is hereby authorized to install a 16" cast iron water main to be buried 4 feet below the surface across City-owned property known as Southside Lions Park.
2. Said water main to be installed and connected in conformance with a plat thereof which is attached hereto.
3. Authority is also granted to construct a concrete booster pump vault projecting approximately 8" above the ground surface, to be located at the south terminal of the above main.
4. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,476 ✓

CHANGING THE NAME OF ARTESIA ROAD TO WILLOW
SPRINGS ROAD

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

1. That the name of Artesia Road located within the corporate limits of the City of San Antonio between St. Hedwig Road and Seguin Road be and is hereby changed to Willow Springs Road.
2. That the City Engineer and the City Tax Assessor are directed to change their records accordingly and the City Clerk is directed to forward a certified copy of this ordinance to the local Post Master and to the Publisher of the City Directory.
3. PASSED AND APPROVED this 13th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,477

AN ORDINANCE AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED; THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO RE-ZONE (CASE 302) PORTION OF NEW CITY BLOCK 10,389 LOMA PARK HEIGHTS SUBDIVISION #3, FROM "C" RESIDENTIAL DISTRICT TO "F" LOCAL RETAIL DISTRICT; AND CASE 305 PORTION OF NEW CITY BLOCK 8991, LADY OF THE LAKE GARDEN ADDITION, FROM "C" RESIDENTIAL TO "F" LOCAL RETAIL DISTRICT. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE.

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

1. That an ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC." passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, A. D. 1938, be and the same is hereby amended as follows:

2. (CASE NO. 302):

"To re-zone the West 1/2 of Lot 5, New City Block 10,389, Loma Park Heights Subdivision #3, from "C" RESIDENTIAL DISTRICT to "F" LOCAL RETAIL DISTRICT.

3. The recommendation (CASE NO. 305) to deny the petition

"To re-zone Lot 7, Tract A, Lots 36-37, Block 20, New City Block 8991, Lady of the Lake Garden Addition, from "C" RESIDENTIAL DISTRICT to "F" LOCAL RETAIL DISTRICT,

by Planning Board was approved by the City Council, and said petition is hereby denied.

4. All ordinances and parts of ordinances in conflict herewith are repealed, and the classifications of said areas shall be as above set out.

5. The Building Inspector is ordered to change his records and zoning maps accordingly.

6. The City Clerk shall publish the descriptive caption of this ordinance which states in summary the purpose of the ordinance and the penalty for violation thereof, 10 times in the "COMMERCIAL RECORDER", a newspaper published in the City of San Antonio.

7. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:

Asst. J.H. Inselmannher
City Clerk

AN ORDINANCE 19,478

APPROPRIATING THE SUM OF \$60.00 OUT OF THE 1953 GENERAL FUND, ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY, PAYABLE \$20.00 TO W. F. WARREN, \$20.00 TO ORLOFF L. BOWEN, \$20.00 TO BERT C. FRY FOR SERVICES RENDERED AS COMMISSIONERS IN CONDEMNATION CASE NO. 42395, CITY OF SAN ANTONIO VS. FRED C. ANDERSON, ET AL

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

1. That the sum of \$60.00 be and the same is hereby appropriated out of the 1953 General Fund, Account No. 59-01-02, Stephenson Road Right-of-Way payable \$20.00 to W. F. Warren, \$20.00 to Orloff L. Bowen, \$20.00 to Bert C. Fry, for services rendered as Commissioners in condemnation case of City of San Antonio vs. Fred C. Anderson, et al, No. 42395, in the County Court at Law No. 2 of Bexar County, Texas.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:

Asst. J. H. Inselmannher
City Clerk

AN ORDINANCE 19,479

APPROPRIATING \$34.05 OUT OF 1953 GENERAL FUND RIGHT OF WAY FOR STEPHENSON ROAD PAYABLE TO COMMERCIAL ABSTRACT AND TITLE COMPANY TO COVER TITLE FEES ETC. IN CONNECTION WITH STEPHENSON ROAD PROJECT

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

1. That the sum of \$34.05 be and the same is hereby appropriated out of the 1953 GENERAL FUND-RIGHT-OF-WAY FOR STEPHENSON ROAD (59-01-02 5-01) payable to Commercial Abstract and Title Company to cover title fees, etc. in connection with Stephenson Road Project, as per approved statement on file in the City Controller's Office.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:

Asst. J.H. Inselmannher
City Clerk

AN ORDINANCE 19,480

APPROPRIATING \$4.50 OUT OF THE 1953 GENERAL FUND-
UNPLEDGED, CLAIMS AND REFUNDS, ACCOUNT NO. 56-02-02
IN REFUND TO THOMAS RODRIGUEZ OF FEE FOR UNUSED BUILDING
PERMIT NO. 232, DATED JULY 21, 1953

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

1. That the sum of \$4.50 be and the same is appropriated hereby out of the 1953
General Fund-Unpledged, Claims and Refunds, Account No. 56-02-02, in refund to
Thomas Rodriguez of fee for unused Building Permit, No. 232, dated July 21, 1953.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann, her
Asst. City Clerk

AN ORDINANCE 19,481

ESTABLISHING ACCOUNT 59-01-06, OTHER FUNCTIONS
PAVING, SAN JOSE MISSION SITE AND TRANSFERRING
\$1,000.00 THERETO FROM UNALLOTTED APPROPRIATIONS

WHEREAS the City Council of the City of San Antonio, on August 6, 1953, agreed
to participate to the extent of \$1,000.00 in the paving of city property adjacent
to the San Jose Mission Site.

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

1. That Account 59-01-06 Paving, San Jose Mission Site, is established for
the purpose of purchasing commodities to be used in paving city property adjacent
to San Jose Mission.

2. That payment of \$1,000.00 out of Account 59-01-06 for said purpose is
authorized upon requisitions properly authorized by the Director of Public Works.

3. That the amount of \$1,000.00 is to be transferred from Account 79-00-01,
Unallotted appropriations, to Account 59-01-06, Paving, San Jose Mission Site.

PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann, her
Asst. City Clerk

AN ORDINANCE 19,482

AUTHORIZING PAYMENT TO MARY KATHERINE MEASELS
OF \$71.60 FOR SICK LEAVE REIMBURSEMENT

WHEREAS on June 24, 1952, Mary Katherine Measels resigned from employment by the
City of San Antonio, in the Back Tax Division of the Finance Department; and

WHEREAS said employee was paid the amount of \$61.60 for seven days sick leave
accumulated to her credit; and

WHEREAS on February 2, 1953, said employee was reinstated as a probationary
employee of the City of San Antonio under an agreement whereby such accumulated
sick leave payment was to be reimbursed to the City by deduction from her salary; and

WHEREAS the employment of said employee was discontinued as of June 1, 1953,
(because of abolishment of said Back Tax Division) at which time an aggregate of
\$71.60 (\$10.00 in excess of correct amount) has been deducted from her salary.

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

1. That the payment of \$71.60 to Mary Katherine Measels out of Account 56-02-02,
Claims and Refunds, as reimbursement for sick leave deducted from her salary is hereby
authorized.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann, her
Asst. City Clerk

AN ORDINANCE 19,483

APPROPRIATING \$10.00 OUT OF THE 1953 GENERAL FUND
UNPLEDGED CLAIMS AND REFUNDS REIMBURSING PETTY CASH
FUND FOR ASSESSOR AND COLLECTOR OF TAXES, BEING REFUND
OF ONE COUNTERFEIT FEDERAL RESERVE NOTE

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

1. That the sum of \$10.00 be and the same is hereby appropriated out of the 1953 GENERAL FUND-UNPLEDGED, CLAIMS AND REFUNDS (56-02-02 4-40) reimbursing Petty Cash Fund for Assessor and Collector of Taxes, being refund of one counterfeit Federal Reserve Note, Serial #G28563186A, series 1950, as per approved statement on file in the City Controller's Office.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 19,484

APPROPRIATING \$25.00 OUT OF THE 1953 GENERAL FUND
UNPLEDGED CLAIMS AND REFUNDS PAYABLE TO RALPH
TIJERINA, BEING REFUND OF CASH BOND

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

1. That the sum of \$25.00 be and the same is hereby appropriated out of the 1953 GENERAL FUND-UNPLEDGED CLAIMS AND REFUNDS (56-02-02 4-40) payable to Ralph Tijerina, 311 N.W. 25th Street, San Antonio, being refund of cash bond as per approved statement on file in the City Controller's office.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 19,485

APPROPRIATING \$12.00 OUT OF THE 1953 GENERAL FUND
UNPLEDGED CLAIMS AND REFUNDS PAYABLE TO PETE R. MARTINEZ
BEING REFUND OF FINE

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

1. That the sum of \$12.00 be and the same is hereby appropriated out of the 1953 GENERAL FUND-UNPLEDGED CLAIMS AND REFUNDS (56-02-02 4-40) payable to Pete R. Martinez, 1639 W. Laurel Street, being refund of fine as per approved statement on file in the City Controller's Office.

2. PASSED AND APPROVED this 20th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 19,486 ✓

ACCEPTING STORM SEWER EASEMENT OVER AND ACROSS LOT 1,
NEW CITY BLOCK 2080, BY M.F.H. LING, ADMINISTRATOR OF
ESTATE OF C. W. LING, FOR A CONSIDERATION OF \$1.00; AND
APPROPRIATING \$1.00 OUT OF ACCOUNT 09-02-01, IN PAYMENT
TO SAID M.F.H. LING, ADMINISTRATOR OF THE ESTATE OF C. W.
LING, FOR SAID EASEMENT.

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

1. That the easement for storm sewer, over and across Lot 1, New City Block 2080, by M.F.H. Ling, Administrator of the Estate of C. W. Ling, dated August 13, 1953, be and the same is accepted hereby, for a consideration of \$1.00.

2. That \$1.00 be and the same is appropriated hereby out of Account 09-02-01, in payment to said M.F.H. Ling, Administrator of the Estate of C. W. Ling, for said easement.

3. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

A RESOLUTION

AUTHORIZING AND DIRECTING THE ASSESSOR AND COLLECTOR OF TAXES TO ENTER UPON THE TAX ROLLS OF THE CITY OF SAN ANTONIO CORRECTIONS, ADJUSTMENTS, AND REMISSIONS OF TAXES IN CASES WHEREIN TAX ERRORS HAVE BEEN FOUND UPON THE TAX ROLLS

WHEREAS, the City Manager, or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative; acting jointly as a Board of Review, have thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and it further appearing to the satisfaction of said officers of the City, that certain errors do exist in the Tax Rolls, and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board of Review has recommended certain corrections, and it being the opinion of the City Council that said recommendations, should be approved; Therefore:

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

That the Assessor and Collector of Taxes is hereby authorized and directed to enter upon the Tax Rolls of the City of San Antonio, and the original receipt therefor, the following corrections, adjustments and remissions of taxes. These corrections, remissions, and adjustments are ordered for the individual reasons as listed here below and as shown on Correction Certificates on file in the Tax Assessor's Office. The Assessor and Collector is hereby authorized and directed to correct and adjust his records so that the following amounts be accepted and cancellations, where shown, be allowed.

<u>Name, Receipt No. Desc. of Prop. & Reason</u>	<u>Value On Roll</u>	<u>Corrected Value</u>
Leopold M. Lux, 1952 Rec. Acct. #10002, Personal Property (Furniture of Apartments) Investigators report reveals that furniture of Apartment at 411 Goliad Street, included in above assessment, was sold prior to June 1, 1952. Personal Property over-assessed.	4,000.	2,170.
Estate of G. G. Smeltzer, 1952 Rec. Code #700, 7500 & 8000, Tract 1 (31.141 Ac) Tr. 3 (22.314 Ac) Tr. 4 (14.736 Ac) Smeltzer Tracts - NCB 10353 - Investigator's report reveals above tracts showed on rolls as 68.191 acres in said three parcels are in error. A Plat just filed shows only 45.210 Ac. in said parcels between Allena Village and S.P. Tracts Over-Assessed.	9,340.	2,450.
San Antonio Nettleton Co. Inc., 1952 Rec. Acct #12684 5000, Personal Property (Retail Shoe Bus.) Investigation reveals a typographical error was made in computing the assessed value. Over-Assessed.	18,160.	12,340.
Everett E. Moseley, 1952 Rec. Code #3200, Lots 18-19-20, Blk. 3, NCB 6727 - Investigation reveals improvement on above lots not fully complete on June 1, 1952, 6% allowed on total improvement value (\$9860) - or \$600 allowed for said incomplete improvements.	11,750.	11,150.
Anderlitch Estate, % F. B. Rutledge, Admx. 313 Pulliam St. Del Rio Texas, 1952 Rec. Code 5500, 8 & 9, NCB 10353 Investigation reveals above property (Land only) to be over-assessed.	18,000.	13,650.
A. & B. Axle Service, Receipt No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved.		
(1946 Rec. #57248)	2,650.	2,500.
(1947 " #62645)	3,530.	2,500.
(1948 " # 14)	3,560.	2,500.
(1949 " #119181)	3,560.	2,500.
(1950 " #120484)	3,560.	2,500.
(1951 " #127660)	4,030.	2,500.

Axle & Wheel Aligning Co. Receipt No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved.

(1947 Rec. # 1257)	9,420.	1,450.
(1948 " # 1313)	3,600.	1,450.
(1949 " #119818)	2,050.	1,450.
(1950 " #121093)	2,050.	1,450.
(1951 " #128243)	2,050.	1,450.

Alfonso Armenante, 1952 Receipt Code #0200, Lots 1 & 2, Blk. 3, NCB 8291 - Investigator's report reveals above property inspected 6/4/53 and found to be vacant, improvement value assessed in error. 560. 250.

~~Banana Distributing Co. 1952 Rec. Acct. #4768, Personal Property - Investigation reveals property over-assessed and should not exceed \$50,270. 81,760. 50,270.~~

Walter Barnes, 1952 Rec. Code #6600, Lots 32, Blk. 20, NCB 10256 - Investigation reveals double assessment on outhouse. 1,920. 1,730.

Brandes Auto Parts & Salvage, 1947 Rec. #65808, Personal Property - Investigation reveals taxpayer did not own taxable property worth more than \$1,000. 8,730. 1,000.

Mrs. J. O. Brown, 1952 Rec. Code #9000, Lot 4B, exc. NE Irr. 59.5' of Tract 4, NCB 7674 - Investigation reveals Permit No. 13364, dated 9/5/51, was charged in error. 7,280. 6,320.

Mrs. C. M. Cheatham, Receipt No. (various, listed below) Personal Property - Investigation reveals taxpayer did not own any furnished apartments during above mentioned years. Erroneous assessment.
 (1949 Rec. #121104) 670. None
 (1950 Rec. #122268) 670. None
 (1951 Rec. #129336) 670. None

Citizens Acceptance Corporation, 1948 Rec. #5133 & 1949 Rec. #121161, Personal Property - Investigation reveals assessments are excessive
 (1948) 2,580. 2,500.
 (1949) 9,500. 2,500.

E. J. Collins, Receipt No. (various, listed below) Lots 1 to 9, & 16 to 20 & E. 49' of 19, & E 62' of 11 & E 74' of 12 & E 84' of 13 & E 92' of 14 & E 98' of 15 or Red 18 & 19, Blk. 108, NCB 233 - Investigations reveals property over-assessed, & assessed to wrong owner 1945 & 1949 Interest only for 1950 determined to be due
 (1945 Rec. #3471) 21,120. 21,120.
 (1949 Rec. #2050) 30,940. 30,720.
 (1950 Rec. #2027) 30,940. 30,720.

Ed. Collins Lumber Co. 1950 Rec. #122423, Personal Property - Investigation reveals property assessed in wrong trade name. Penalty & interest determined not to be due in lieu of canceling and re-assessing 8,630. 8,630.

J. O. Conner, 1952 Rec. Code #0400, N. 50' of 1, Blk. 15, NCB 9386 - Investigators report reveals inspection of property shows improvements to be on S 50' of N. 100' of 1, Blk. 15, NCB 9386 improvements assessed in error. 900. 100.

A. Y. Cooper, Receipt No. (various listed below) Personal Property, Impts. "A" - Investigation reveals property over-assessed; Penalty & interest on 1930 only, on other years only interest determined to be due.
 (1930 Rec. # 5287) 230. 230.
 (1942 Rec. # 34389) 400. 230.
 (1943 " # 4172) 400. 230.
 (1944 " # 4487) 400. 230.
 (1945 " # 55680) 400. 230.
 (1946 " # 62650) 460. 230.
 (1947 " # 5625) 420. 230.
 (1948 " # 5581) 400. 230.
 (1949 " # 121375) 400. 230.
 (1950 " # 122524) 400. 230.

Coronet Studio (Frank A. Stanush owner) 1952 Rec. Acct. #6212 - Personal Property - Investigation reveals property over-assessed. Penalty & Interest determined not to be due. 2,600. 1,100.

Durkop Watch Repairs, Receipt No. (various, listed below) Personal Property - Investigation reveals property over-assessed. Interest only determined to be due.
 (1947 Rec. # 7543) 1,100. 300.
 (1948 Rec. # 7364) 700. 300.
 (1949 " # 122037) 700. 300.
 (1950 " # 123135) 700. 300.
 (1951 " #130147) 700. 300.

Arthur & Lilia Escobeda, 1951 Rec. No. 99390, E. 33.5' of 11 & W 8.34' of 12, Blk. 26N, NCB 7749, Investigation reveals improvement value assessed in error. Penalty & interest determined not to be due	1,150.	150.
Manuel Esparza (1025 W. Houston St.) 1952 Rec. Acct. #7072, Printing Shop - Investigation reveals this is a double assessment.	280.	None
W. K. Ewing Co., Inc. 1952 Rec. Code #4000, Lot 19, Blk. 8, NCB 9150 - Investigation reveals Permit No. 5107 dated 2/5/51, charged in error. Improvement was never built - the lot is vacant. Penalty & Interest determined not to be due	8,990.	1,540. City only
C. W. Fenstermaker, 1951 Rec. #97119 & 1952 Rec. Code #3800, Lots 35-36, Blk. 17, NCB 7503 (In 1951 desc. Lots 32-36,) Investigator's report reveals inspection made on 6/3/53 found to be vacant lots. Penalty & interest determined not to be due.	(1951) 650. (1952) 420.	500. 270.
C. W. Fenstermaker, 1951 Rec. No. 97178 & 1952 Rec. Code #6700, Lots 62-63, Blk. 20, NCB 7506 - Investigations reveals improvements charged in error. Penalty & interest determined not to be due.	(1951) 610. (1952) 1,110.	110. 110.
C. W. Fenstermaker, 1951 Rec. #97191; 1952 Rec. Code #9300, Lots 91 to 98 & 101 to 106, Blk. 20, NCB 7506 - Investigation reveals property inspected 6/4/53 and found to be vacant lots through 1952. Penalty & interest determined not to be due	(1951) 1,230. (1952) 1,230.	810. 810.
A. H. & C. W. & L. W. Fenstermaker, 1952 Rec. Code #0400, Lots 1 to 4, Blk. 9, NCB 8297 - Investigator's report reveals property was inspected 6/3/53 and found to be vacant lots. Improvement value charged in error. Penalty & interest determined not to be due.	1,310.	450.
A. H. & C. W. Fenstermaker, 1952 Rec. Code #0800, Lots 7-8, Blk. 9, NCB 8297 - Investigation reveals improvement value charged to these lots in error.	1,560.	200.
L. W. Fenstermaker, Trustee, Receipt No. (various, listed below) Lots 25, 26, 31, 32, 37, 38, 41, 42, 47-48, Blk. 15, NCB 8303 - Inspection on above property on 6/3/53, revealed lots are vacant, improvement value charged in error.	(1949 Rec. #103700) 2,810. (1950 " #104178) 2,810. (1952 " #2500) 3,000.	270. 270. 460.
C. W. Fenstermaker, Tr. 1952 Rec. Code #5000, Lots 29, 30, 35, 36, 45, 46, 51-52, Blk. 19, NCB 8307 - Above property inspected 6/3/53 and found to be vacant lots. Permit No. 5738, dated 2/26/51, charged in error as it has not been used for these lots.	1,540.	580.
H. R. Fisher, 1952 Rec. Code 6000, Lots 3 & 6, and S. 48 ft. of 2 and 5, Arb. A6, Blk. 13, NCB 836 - Investigation reveals improvement value over-assessed. Interest & penalty determined not to be due	75,620.	66,730.
Edward Franckowiak, 230 Merry Ann Dr., 1952 Rec. Code #2000, & 1951 Rec. No. 109233, Lots 4, Blk. 4, NCB 8323 Investigation reveals improvements in very bad condition and should be reduced to 35% good, making it \$880 instead of \$2500.	(1951) 2,810. (1952) 2,810.	1,190. 1,190.
G. & M. Cafe, 1952 Rec. Acct #7529, Cafe - 514 Broadway, Investigation reveals report on correction certificate 11/25/52 shows value of 1600 but was omitted. Over-assessed.	2,060.	1,600.
Sarah P. Gonzalez, Receipt No. (various, listed below) Lot C, Arb. A-13, Blk. 5, NCB 310 - Investigation reveals City purchased this property Dec. 2, 1948, for Right-of-way for Expressway purposes. Assessment in error, and should be void.	(1948 Rec. #77739) 2,890. (1949 Rec. # 2882) 930. (1950 Rec. # 2860) 930. (1951 " # 3065) 930. (1952 " Code 2000) 930.	None None None None None
Mrs. Nellie Graves, 220 W. Evergreen St. Receipt No. (various, listed below) Furniture in Apartment Investigation reveals personal property over-assessed. Penalty & interest determined not to be due		

(1948 Rec. #11106)	550.	330.
(1949 " #123254)	550.	330.
(1950 " #124236)	550.	330.

James Hammons, 1952 Rec. Code #5000, Lot E, Blk. 8, NCB 2142 Investigator's report reveals re-survey of improvements showed improvement value over-assessed. 3,510. 3,260.

Handicap Bar, 1952 Rec. Acct #8247, Personal Property, Investigation revealed personal property over-assessed. 9,250. 5,330.

Stuart G. Johnston, Receipt No. (various, listed below), Lot 6, Blk. 28, NCB 1842 - Investigator's report reveals improvements over-assessed.

(1947 Rec. #15310)	4,020.	3,850.
(1948 Rec. #14632)	4,020.	3,850.
(1949 Rec. #21382)	4,020.	3,850.
(1950 Rec. #21338)	4,020.	3,850.
(1951 Rec. #22171)	4,020.	3,850.

L. S. Karren, Receipt No. (various, listed below) Lot A-3 Blk. 3, NCB A67 - Investigation reveals assessments on above property are double assessments

(1948 Rec. #82635)	70.	None
(1949 Rec. # 513)	70.	None
(1950 Rec. # 504)	70.	None
(1951 Rec. # 611)	70.	None
(1952 " Code #1800)	70.	None

Las Vegas Cafe, 1952 Rec. Acct. 9587, Personal Property - Investigator's report reveals property over-assessed. 1,150. 600.

Pablo R. Lazaro, Rec. No. (various listed below) A-1, Blk. 3, NCB A67 - Investigator's report reveals these are double assessments on Lot 1, NCB 8353

(1948 Rec. # 82635)	80.	None
(1949 " # 511)	80.	None
(1950 Rec. # 502)	80.	None
(1952 " # Code 1200)	80.	None

Pablo R. Lazaro, Rec. No. (various, listed below) A-2, Blk. 3, NCB A67 - Investigator's report reveals these are double assessments on Lot 2, NCB 8353

(1948 Rec. #82635)	70.	None
(1949 Rec. # 512)	70.	None
(1950 Rec. # 503)	70.	None
(1952 " Code #1500)	1,130.	None

Annie M Leppard, 1952 Rec. Code #7750, Lot 187, NCB 8597 - Investigation reveals above lot was inspected on 7/7/53 and found to be vacant. Improvements assessed in error. 1,390. 90.

Est. of Waldo M. Lewis, 1951 Rec. #96959, Separation #1115, 1952 Rec. Code #3300 - Lots 11-12, Blk. 18, NCB 7486 - Investigation reveals above property inspected 6/3/53 and found to be vacant. Improvements assessed in error.

(1951)	480.	100.
(1952)	480.	100.

G. A. Lucchese, 1952 Rec. Code #1600, Tract 3, Improvements only, NCB 8267 - Investigator's report reveals improvements were wrecked prior to April 1, 1952. Assessment in error. 660. None

Jose & Carolina Molina Luevano, Receipt No. (various, listed below) Lot 12, NCB 6951 - Investigation reveals improvement value assessed in error and also land value is over-assessed.

(1945 Rec. #67379)	450.	40.
(1946 Rec. #74288)	450.	40.
(1947 " #81264)	600.	60.
(1948 " #85211)	600.	60.
(1949 " #70853)	600.	60.

A. J. Lührman, 1947, Rec. #39772, & 1948 Rec. #38735, E. 1/2 of Lot 7, NCB 7895 - Taxpayer sold property in April, 1951, at which time he tendered payment of taxes totaling \$35.35, through error of city the 1947 & 1948 taxes were not paid. Penalty & interest determined to be due only to April, 1951.

(1947)	1,750.	1,750.
(1948)	1,750.	1,750.

Mozellius & Alice Mack, 1952 Rec. Code #3600 Lot 12, Blk. 2, NCB 9536 - Investigator's report reveals after inspecting same, recommended that the unit value be cut from \$3.00 to \$2.90 at 95% due to type of construction and incompletion.	2,620.	2,420.
Magnolia Petroleum Co. 1952 Rec. Code #5600, Lot 14, & E 1/2 of 15, Blk. 39, NCB 6572 - Investigation reveals improvement charged to above lot was actually moved to Lot 16, & W 1/2 of 15, NCB 6572, on Permit No. 9923, dated 6/3/53. Improvement value charged in error.	3,800.	750.
Geo. Mahone, 1949 Rec. No. 185471, Personal Property, Investigation reveals above named taxpayer was not in business on June 1, 1949. Assessment in error.	1,800.	None
Frank & Christine Martinez, 1952 Rec. Code #6500, Lots 23-24, Blk. W 1/2 B, NCB 1157, Investigator's report reveals Permit No. 1718, dated 11/28/51, was written for and charged to above lots in error. Im- provement value has been supplemented on Lot 25.	1,460.	60.
Nicks Place, 1951 Rec. No. 133951, Personal Property Investigation reveals assessment on above property is excessive and should not exceed \$590.	980.	590.
Sam Norris, 1950 Rec. No. 68849, E. 40' of Lot 10, & W 20' of Lot 11, NCB 6830 - Investigation reveals error in computing value of improvements. 1952 Board of Equalization reduced value of improvements from \$5,470 to \$3,730. Over-assessed. Penalty & interest determined not to be due	6,110.	4,370.
Angela Vega de la Pena, 1950 Rec. No. 3042, S.58.7 of 2, Arb. F, Blk. 4, NCB 322 - Investigation reveals City bought this property in July 10, 1953, for Expressway purposes. Erroneous assessment.	3,860.	None
Angela Vega de la Pena, 1950 Rec. No. 3041, S. 28.8 of 4 & N 26.2' of 2 or E, Blk. 4, NCB 322, Investigation reveals City purchased this property July 10, 1950, for Expressway purposes. Erroneous assessment.	2,410.	None
L. F. Power, 1947 Rec. No. 57540, 119 & E 1/2 of 118, Blk. 13, NCB 9313 - Investigation reveals taxpayer was never notified when annexed to City, has paid all subsequent taxes. Penalty and interest determined not to be due.	2,520.	2,520.
Bartolo F. & Carmen Prado, 1952 Rec. Code #7000, Lot 29, NCB 6879 - Investigation reveals a re- survey shows interior of improvements not finished. Improvement value reduced from \$2030. to \$1460.	2,060.	1,490.
Jose & Catarina Rivera, 1941 Rec. No. 118048, & 1952 Rec. Code #6540, Lot 23, Blk. 5, NCB 8986 - Investigator's report reveals inspection on 6/5/53 showed above lot is vacant. Improvement value assessed in error		
	(1951) 500.	30.
	(1952) 500.	30.
Matt L. Rokovitch & Wife, 1952 Rec. Code #6400, N. 43.6' of W Irr. 100.5' of (15) Arb. A18, NCB 134 - Investigator's report reveals inspection on above property shows improvements over-assessed.	3,930.	3,600.
Jose A. & Celia L. Salas, 1948 Rec. 94806, N. 28.4' of 8, Blk. 2, NCB 2040 - This strip of land was purchased by City 7/20/48 for widening Culebra Road. Assessment in error.	440.	None
E. W. Robbins, Receipt No. (various, listed below) Personal Property (office equipment) investigator's report reveals assessed values for years involved are erroneous values.		
	(1946 Rec. #25448) 120.	50.
	(1947 Rec. #26109) 120.	50.
	(1948 Rec. #25234) 890.	190.
	(1949 " #127737) 1,030.	190.
	(1950 " #128305) 950.	190.
	(1951 " #135005) 690.	190.
Speier Tire Co. 1951 Rec. No. 136003 & 1952 Rec. Acct. #13426 - Personal Property - Investigation reveals property over-assessed based on comparative values. Penalty and interest determined not to be due.	(1951) 39,980.	29,320.
	(1952) 38,820.	29,070.

Stein Drug Company, Receipt No. (various, listed below) Personal Property - Investigator's report reveals property owned by taxpayer was located outside of City limits, assessments in error.

(1939 Rec. # 31380)	1,860.	None
(1940 " # 55798)	1,500.	None
(1941 " # 56596)	1,500.	None
(1942 " # 54518)	1,960.	None
(1943 " # 57111)	2,000.	None

Stellas Variety, 1952 Rec. Acct. #13552, Personal property - Investigator's report reveals property over-assessed in error.

500.	260.
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Mrs. Jeanette M. Stout (816 W. Poplar) 1952 Rec. Code #1500, Lot 2, Blk. 2, NCB 3976 - Investigators report reveals improvement charged in error.

1,410.	390.
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Travis Realty Co. Receipt No. (various, listed below) Lots 6, 7, 8 & 9, NCB 2585 - Investigators report reveals property over-assessed.

(1947 Rec. #93879)	30,960.	28,760.
(1948 " #99272)	30,960.	28,760.
(1949 " #32980)	30,960.	28,760.
(1950 " #32908)	30,960.	28,760.
(1951 " #34039)	31,720.	29,520.
(1952 " Code #1000)	31,720.	29,520.

K. F. Trim, Receipt No. (various, listed below) Personal Property - Investigator's report reveals personal property over-assessed. Penalty determined not to be due.

(1945 Rec. #79576)	170.	170.
(1946 " #30861)	1,150.	360.
(1947 " #94036)	1,470.	360.
(1948 " #30404)	1,470.	360.
(1949 " #129639)	1,470.	360.
(1950 " #130055)	500.	360.
(1951 " #136642)	500.	360.
(1952 " Acct. #14177)	500.	360.

Ninfa Velasco 1952 Rec. Code #8000, Lot 33, Blk. 2 NCB 2884 - Investigator's report reveals improvement value charged to above property in error.

510.	40.
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Francisco H. & Guadalupe Vidal, 1952 Rec. Code #2800, Red 65, Blk. 26, NCB 3689 - Investigator's report Permit No. 2933, dated 12/18/50 for an addition was charged but addition never built. Old value \$100.

640.	140.
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Village Bakers (Frank A. Stanush) 1952 Rec. Acct. #14464 - Personal Property - Investigator's report reveals personal property over-assessed.

940.	600.
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Dr. Hugh Warren, Receipt No. (various, listed below) Personal Property - Investigator's report reveals assessments listed for indicated years are erroneous and double assessments

(1946 Rec. # 87353)	300.	None
(1947 " # 95393)	600.	None
(1948 " #100978)	600.	None
(1950 " #130433)	600.	None

Dr. H. E. Weiser, assessed in name of George W. Honrby, Receipt No. (various, listed below) S. 1/2 of Blk. 14 or 73 (Blk. 11) NCB 8385 - Investigator's report reveals assessments are erroneous for all years involved as property was assessed to non owner. Resurvey of property also shows error on footage on property for years 1951 and 1952. Penalty and interest determined not to be due.

(1946 Rec. #48870)	970.	970.
(1947 " #52344)	1,290.	1,290.
(1948 " #52868)	1,290.	1,290.
(1949 " #78256)	1,290.	1,290.
(1950 " #80157)	1,290.	1,290.
(1951 " #82192)	3,480.	3,050.
(1952 " Code #5000)	3,480.	3,050.

Jose G. & Maria De Jesus Zapata, 1952 Rec. Code #2000, Lot 5 & N. 27.5' Of 6, Arb. A-23 Blk. 1, NCB 892 - Investigator's report reveals Permit No. 5839, dated 8/29/46, was charged to above lot in error.

1,370.	770.
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Passed and approved this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,487 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF DR. W. A. JOHNSON

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

1. That the petition of Dr. W. A. Johnson, 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 551 Elizabeth Rd., Lot #9, Block County Block 5631, being parts of tract 8 and 17 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 20th day of August. A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,488 ✓

APPOINTING MEMBERS TO THE APPEAL BOARD TO CONDUCT HEARINGS AND MAKE DECISIONS REGARDING ACTIONS TAKEN BY THE CHIEF OF BUREAU OF FIRE PREVENTION UPON ISSUANCE, REFUSAL OR REVOCATION OF EXPLOSIVE PERMITS

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

1. The following named persons be and are hereby appointed members of the Appeal Board to conduct hearings and make decisions regarding actions taken by the Chief of the Bureau of Fire Prevention upon issuance, refusal or revocation of explosive permits, authorized by Ordinance No. 19,164, passed and approved by the City Council on the 9th day of June, A. D. 1953.

Thomas J. Walsh
Floyd Covington
Dan Campbell
John Tolk
Charles Reynolds
Marvin R. Shipman
Worth S. Andrews

2. That said Board shall meet whenever necessary to conduct the said hearings, and shall serve at the will of the Council without compensation.

3. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann, Assistant City Clerk

AN ORDINANCE 19,489

APPROPRIATING THE SUM OF \$120.00 OUT OF THE 1953 GENERAL FUND, ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY, IN PAYMENT OF AWARD OF COMMISSIONERS IN CONDEMNATION PROCEEDING OF CITY OF SAN ANTONIO VS FRED C. ANDERSON, ET AL, SUBJECT TO THE ORDER OF FRED C. ANDERSON AND OTHERS

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

1. That the sum of \$120.00 be and the same is hereby appropriated out of the 1953 GENERAL FUND-ACCOUNT No. 59-01-02, Stephenson Road Right-of-Way, payable to Fred Huntress, County Clerk of Bexar County, Texas, said amount being the total amount of the award of the Commissioners in cause no. 42395, in the County Court at Law No. 2, of Bexar County, Texas City of San Antonio vs. Fred C. Anderson and wife, Daisy M. Anderson, et al, and subject to the order of the following named defendants in said proceeding: Midwest Mortgage Corporation, a defunct corporation, and the unknown stockholders of Midwest Mortgage Corporation, J. J. Cole, Ned Carter, Fred C. Anderson, and wife, Daisy M. Anderson, Dan Traugott and wife, Geraldine R. Traugott, John F. Perry, Jr., C. B. Forgason and L. M. Casis, S. J. Clark, E. C. Caldwell, C. A. Chas. Lang, J. C. Cowan, D. C. Cogdill, Dr. J. M. Travis, Lewis Trautwein, F. T. Fehrenkamp, W. J. Sames, J. A. Ortiz, H. C. Jackson, Mrs. J. R. Moore, Jesus Olivenia, H. M. Ford, E. L. Keith, G. H. Jones, R. L. Saunders, M. W. O'Laughlin, D. E. Park, F. J. Milulencar, A. E. Townsend, H. P. Bailey, Jake H. Smith, J. H. McKinney.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

APPRO. NO. 2084

AN ORDINANCE 19,490

APPROPRIATING THE SUM OF \$1,101.74 OUT OF THE STREET AND BRIDGE C-45 FUND, PAYABLE TO H. B. ZACHRY COMPANY, BEING BALANCE DUE BY CITY OF SAN ANTONIO UNDER ITS AGREEMENT TO PAY ONE-HALF OF THE COSTS OF WIDENING NORTH NEW BRAUNFELS AVENUE BETWEEN KLAUS ROAD AND LARKWOOD STREET AND FOR CONCRETE CURB ON WEST SIDE OF NORTH NEW BRAUNFELS AVENUE, AS RECOMMENDED BY DIRECTOR OF PUBLIC WORKS

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

1. That the sum of \$1,101.74 be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, payable to H. B. Zachry Company, being the balance due by City of San Antonio under its agreement to pay one-half of the costs of widening North New Braunfels Avenue between Klaus Road and Larkwood Street and for concrete curb on West side of North New Braunfels Avenue, according to the statement of H. B. Zachry Company hereto attached and made a part hereof, payment of which has been recommended by the Director of Public Works.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assist City Clerk

AN ORDINANCE 19,491

APPROPRIATING THE SUM OF \$52.60 OUT OF THE 1953 GENERAL FUND, ACCOUNT NO. 59-01-02, STEPHENSON ROAD RIGHT-OF-WAY, PAYABLE TO FRED HUNTRESS, CLERK OF THE COUNTY COURT, BEXAR COUNTY, TEXAS, IN PAYMENT OF BILL OF COSTS IN CONDEMNATION PROCEEDING OF CITY OF SAN ANTONIO VS. JOSE A. ELIZONDO, ET AL, STEPHENSON ROAD RIGHT-OF-WAY PROJECT

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

1. That the sum of \$52.60 be and the same is hereby appropriated out of the 1953 General Fund, Account No. 59-01-02, Stephenson Road Right-of-Way, payable to Fred Huntress, Clerk of the County Court, Bexar County, Texas, in payment of bill of costs in condemnation proceeding of City of San Antonio vs. Jose A. Elizondo, et al, No. 691, in the County Court of Bexar County, Texas, Stephenson Road Right-of-Way Project, said bill of costs being attached hereto and made a part hereof.

2. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

✓
AN ORDINANCE 19,492

ACCEPTING BID OF MRS. T. H. WU FOR PRIVILEGES
AND CONCESSIONS ON THE PREMISES KNOWN AS THE CHINESE
SUNKEN GARDEN; AND MAKING AND MANIFESTING A CONTRACT

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

1. That the bid of Mrs. T. H. Wu, dated the 3rd day of August, A. D. 1953, attached hereto and made a part hereof, for the lease of the privileges and concessions for operating a restaurant on property known as Chinese Sunken Garden, belonging to the City of San Antonio, the same being a part of the Old Spanish Grant lying north and northwest of the San Antonio River in what is known as Brackenridge Park, in the City of San Antonio, Bexar County, Texas, for the purpose of a residence and restaurant and the sale of fruits, drinks, tea, sandwiches, lunches and novelties, for the term beginning on the 1st day of August, 1953, and ending on the 31st day of July, 1955.

2. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, and Mrs. T. H. Wu, of Bexar County, Texas, Lessee, for the lease of the privileges and concessions in said Chinese Sunken Garden, for the purpose of a residence and restaurant and sale of fruits, drinks, tea, sandwiches, lunches and novelties, for the term beginning the 1st day of August, 1953 and ending the 31st day of July, 1955.

3. That the Lessor, for and in consideration of the mutual promises and covenants herein contained, leases, demises and lets unto Lessee the following described property: The premises known as the Chinese Sunken Garden, on property belonging to the City of San Antonio, the same being a part of the Old Spanish Grant lying north and northwest of the San Antonio River, in what is known as Brackenridge Park, in the City of San Antonio, Bexar County, Texas.

4. Lessee agrees to pay Lessor monthly, in advance, the sum of Sixty (\$60.00) Dollars rental for the aforementioned premises, for the period beginning the 1st day of August, 1953, and ending on the 31st day of July, 1955. Lessee further agrees to make said payments at the office of the Collector of Taxes of the City of San Antonio at the City Hall, San Antonio, Bexar County, Texas.

5. Lessee covenants and agrees that the leased premises and appurtenances thereto attached and now owned by the City of San Antonio shall be used by Lessee for the purpose of a residence and sale of fruits, drinks, tea, sandwiches, lunches and novelties, as are usually sold and dispensed by similar businesses at similar places. It is expressly understood by and between the parties hereto that no malt, vinous or intoxicating liquors shall ever be kept, stored, sold or given away on the above described premises, and that no games of chance or gambling of any character or kind will be permitted by Lessee.

6. Lessee represents that she has carefully examined the premises and acknowledges the same to be suitable, safe, in good condition and sufficient for the purpose for which the same is to be used. It is expressly understood by and between the parties hereto that the Lessor herein agrees to keep and maintain the atmosphere and character of the Chinese Garden under this lease contract.

7. The Lessee agrees that she will take good care of said premises and suffer no waste, and shall, at her 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. The Lessee further agrees to furnish continuously through out the period of this lease wholesome food service to the best of her ability to do so; and Lessee further agrees at her expense to comply with all laws, rules and regulations applicable to health, sanitation and police departments of the City of San Antonio for the correction, prevention and abatement of nuisances in or upon or connected with the premises during the term of this lease.

9. The concessions shall be conducted in a quiet, clean, orderly manner and kept free from rubbish and debris; garbage and refuse shall be deposited in closed containers at places designated by the Superintendent of Garbage Collection. There shall be no loud or vulgar language at or near said place; no lewd women shall work or loiter at or near said place; no indecent, vulgar, or obscene pictures shall be exhibited, sold or given in the leased premises; no punchboard or slot machines shall be permitted therein; and, all of the City ordinances and State laws shall be enforced.

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. To secure the payment of rentals herein, Lessee grants unto Lessor a contract lien on all fixtures that are or may be installed by him on said premises, which lien shall be cumulative of all rights of a landlord under the statutes of the State of Texas, and shall not operate as a waiver of same.

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

13. Lessor reserves the right to exercise general supervision and control over the operations of Lessee under this lease as regards management and class of help employed, together with hours said establishment shall remain open reasonably for sale of foods and goods; all with the view of helping to insure the kind of service contemplated under the terms of this lease.

14. Lessor reserves the right to approve all advertising matter of Lessee displayed

on the leased premises, or in connection therewith.

15. Lessee agrees, at her own expense, to furnish all fixtures and equipment necessary to conduct the restaurant and cafe in order to provide food and drink for customers who may desire to use said facilities. The type of fixtures, equipment and other arrangements in the leased premises shall be subject to the approval of the Director of Parks and Recreation.

16. 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 the 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 in the amount of \$10,000 and \$20,000, at the expense of the Lessee.

17. In case of default in any of the above covenants, Lessor shall give Lessee written notice of such default, and if thereafter such default shall continue, Lessor may declare this lease forfeited at its discretion, and Lessor or Lessor's 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 covenants; or, at the option of the Lessor, Lessor or Lessor's agent or attorney may resume possession of the premises and re-let same for the remainder of the term at the best rent it can obtain; and the Lessor shall have a lien as security for rent aforesaid which may be due and unpaid, upon all of the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property belonging to Lessee which are or may be put on the demised premises.

18. 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.

19. The Lessor shall not assign, sub-let or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.

20. Products manufactured in San Antonio shall receive preference, price and quality being equal to the products manufactured elsewhere. The Lessee shall not permit substitution or misrepresentation of any products sold by her.

21. The prices charged for things sold shall at all times be reasonable and comparable with prices charged for the same articles at similar places in the City.

22. The Lessee shall file with the City Clerk a certified description of all fixtures placed on the premises herein described, and Lessee shall not remove any of such fixtures as long as Lessee is indebted to the City of San Antonio in any amount.

23. The foregoing instrument in writing constitutes the entire agreement for this contract; there being no other written nor parole agreement with any officer or employee of the City; it being understood that the Charter of the City requires all of the contracts of the City to be in writing and adopted by ordinance.

24. All other bids for concessions and privileges at the place herein described are hereby rejected.

25. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

26. ACCEPTED AND EXECUTED as the lease contract between the City of San Antonio and the undersigned, for lease of the use of and privileges and concessions in Chinese Garden, this 24th day of August, 1953.

/s/ Mrs. T. H. Wu
Lessee

AN ORDINANCE 19,493

APPOINTING CARROLL MONROE, TO MEMBERSHIP ON THE
TRAFFIC ADVISORY COMMISSION, AS THE REPRESENTATIVE
OF THE SAN ANTONIO REAL ESTATE BOARD

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

1. That the City Manager is authorized hereby to appoint Carroll Monroe to membership on the Traffic Advisory Commission, created by ordinance of the City Council, passed and approved on the 30th day of July, 1953, as the representative of the San Antonio Real Estate Board.

2. PASSED AND APPROVED this 20th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,494

AUTHORIZING THE PURCHASE OF ONE SHORT BLOCK ASSEMBLY
FOR MACK FIRE ENGINE FROM THE MACK TRUCK CORPORATION,
HOUSTON, TEXAS IN THE AMOUNT OF \$1,799.94

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

1. That the City Purchasing Agent is hereby authorized to make purchase of one Mack Fire Engine Model ENF707B, Short Block Assembly (without accessories) for use in interchanging said Engine in the maintenance of seventeen (17) Mack Fire Pumpers now in service in the San Antonio Fire Department in the amount of \$1,799.94.
2. This item is obtainable only from the Mack Truck Corporation, Houston, Texas, single source item.
3. Payment is to be made from 1-01 General Fund- 08-05-00 Fire Department.
4. PASSED AND APPROVED this 20th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,495

GRANTING THE PLAYLAND PARK CORPORATION OF
SAN ANTONIO A PERMIT TO CONDUCT A PUBLIC
FIREWORKS DISPLAY ON THE PREMISES OF PLAYLAND
PARK ON SEPTEMBER 7, 1953

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

1. That the petition of Playland Park Corporation of San Antonio for a permit to conduct a public fireworks display on Playland Park premises on September 7, 1953 has been considered and said permit is hereby granted.
2. That the \$25.00 fee paid for said permit shall be deposited in the General Fund of the City.
3. That all fireworks used in this display shall be thoroughly inspected before used.
4. Fire extinguishers, the number of which shall be determined by the Fire Chief, shall be provided on Playland Park premises during the display and Playland Park shall, at its own expense, provide a minimum of three (3) firemen to be stationed at Playland Park during said display.
5. That the Playland Park Corporation will hold the City of San Antonio harmless and free from liability by reason of any claim or demand arising out of any injury or damage occasioned by said fireworks display.
6. PASSED AND APPROVED this 20th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Asst. City Clerk

7. That the Playland Park Corporation hereby accepts the above permit under all terms and conditions therein imposed.

Playland Park Corporation

By

AN ORDINANCE 19,496

CONFIRMING THE APPOINTMENT OF GUY P. ALLISON AS
A MEMBER OF THE FIREMEN'S AND POLICEMEN'S CIVIL
SERVICE COMMISSION OF THE CITY OF SAN ANTONIO

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

1. That the appointment of Guy P. Allison to membership on the Firemen's and Policemen's Civil Service Commission, made this date by the City Manager, be and the same is hereby ratified and confirmed.
2. PASSED AND APPROVED this 20th day of August A. D. 1953.

ATTEST:
J. H. Inselmann, Asst. City Clerk

A. C. White
Mayor

AN ORDINANCE 19,497

ABANDONING AND CLOSING AN ALLEY IN NEW CITY BLOCK
2119 AND MAKING A DEED OF EXCHANGE BETWEEN THE CITY
OF SAN ANTONIO AND SAM JORRIE FOR THE RE-LOCATION THEREOF

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

1. That the present alley extending South from Poplar Street a distance of 160 feet through New City Block 2119 is hereby abolished and closed as a public way by the City of San Antonio.

2. That this ordinance makes and manifests a deed of exchange between the City of San Antonio and Sam Jorrie by and in consideration of the execution of this instrument and exchange of land of equal value, in words and figures as follows:

3. That Sam Jorrie, of the County of Bexar and State of Texas, for and in consideration of the premises, has granted, sold and conveyed, and by in consideration of the execution of this instrument and exchange of land of equal value, in words and figures as follows:

3. That Sam Jorrie, of the County of Bexar and State of Texas, for and in consideration of the premises, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the City of San Antonio, a municipal corporation, of the County of Bexar and State of Texas, a certain tract of land out of Lot 6, New City Block 2119, in the City of San Antonio, Bexar County, Texas, for use as an alley, more particularly described as follows:

BEGINNING at a point in the South line of Poplar Street, said point being the Northwest corner of Lot 6, and the Northwest corner of this tract;

THENCE in an Easterly direction along the South line of Poplar Street 20 feet to a point, which is the Northeast corner of this tract;

THENCE in a Southerly direction and parallel to the West line of Lot 6, 160 feet to a point on the North line of a 19.6 foot alley, which is the Southeast corner of this tract;

THENCE in a Westerly direction along the North line of the 19.6 foot alley, 20 feet to the Southwest corner of Lot 6, which is the Southwest corner of this tract;

THENCE in a Northerly direction along the West line of Lot 6, 160 feet to the place of BEGINNING.

4. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of San Antonio, a municipal corporation, its successors and assigns, forever; and the said Sam Jorrie does hereby bind himself, his heirs and assigns, to warrant and forever defend the title to said property unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

5. That the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, for and in consideration of the premises, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Sam Jorrie, of the County of Bexar and State of Texas, the abandones alley mentioned in Paragraph 1 hereof, being located in New City Block 2119 in the City of San Antonio, County of Bexar and State of Texas, more particularly described as follows:

BEGINNING at a point in the South line of Poplar Street, said point being the Northwest corner of Lot 7, and the Northwest corner of this tract;

THENCE in an Easterly direction along the south line of Poplar Street 20 feet to a point, which is the Northeast corner of this tract;

THENCE in a Southerly direction and parallel to the West line of Lot 7, 160 feet to a point on the North line of a 19.6 foot alley, which is the southeast corner of this tract;

THENCE in a Westerly direction along the North line of the 19.6 foot alley 20 feet to the Southwest corner of Lot 7, which is the Southwest corner of this tract;

THENCE in a Northerly direction along the West line of Lot 7, 160 feet to the place of BEGINNING.

6. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Sam Jorrie, his heirs and assigns forever; so that neither the City of San Antonio nor its successors nor assigns nor any person claiming under it, shall at any time hereafter have, claim or demand any right or title in and to the aforesaid realty, nor any part thereof.

7. The parties hereto release any lien which might result in the exchange of real estate.

8. In testimony whereof, the City of San Antonio, a municipal corporation acting by its

Mayor, A. C. White, authorized hereby, does sign, execute and deliver this instrument and affix the corporation seal of the City hereto, attested by its City Clerk; and Sam Jorrie does sign, execute and deliver this instrument.

9. The foregoing instrument in writing constitutes the entire consideration for the conveyance of said property, there being no other written nor any parole agreement with any officer or employee of the City, it being understood that the Charter of the City requires all contracts of the City to be in writing, and adopted by Ordinance.

10. PASSED AND APPROVED this 27th day of August, A. D. 1953.

CITY OF SAN ANTONIO

By: A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

11. Signed, Executed and delivered, this _____ day of August, A. D. 1953.

Sam Jorrie.

AN ORDINANCE 19,498 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONECTION
OUTSIDE OF THE CITY LIMITS ON THE PETITION OF H. L. PARTAIN AND
WIFE, BLANCHE

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

1. That the petition of H. L. Partain and wife, Blanche, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:

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

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 695 Overhill, Lot 25, Block 11402, Sub. Block #14, Woodlawn Heights 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 of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by 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 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,499

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS. ON THE PETITION OF MRS. GEORGE W. JOHNSON AT 3622 SW MILITARY DR.

Same as Ordinance No. 19,498 except for paragraph No. 4 which reads as follows:

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 3622 SW Military Dr. Lots 18 and 19, (north 140' of same) Block 1, Somerset Place, 1st Filing and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 19,500

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$6,000,000.00 TO PAY CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1953-54

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

1. That, for the purpose of paying current expenses of the City of San Antonio during the fiscal year beginning August 1, 1953, and ending July 31, 1954, there shall be borrowed and secured from the National Bank of Commerce of San Antonio, advances of money for said purposes in the amount of \$6,000,000.00, which amount does not exceed 80% of the estimated current general fund revenues of said City for said fiscal year, and said amount, together with all other amounts to be borrowed for said purpose during said fiscal year, shall not exceed 80% of the estimated general fund revenues of the City for said fiscal year, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and laws of the State of Texas.

2. That said notes shall be numbered consecutively from 1 to 240, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said notes, aggregating \$6,000,000.00, shall be payable to bearer at the National Bank of Commerce of San Antonio; all said notes shall be dated the date they are executed, and shall bear interest at the rate of One and Forty three/One Hundredths percent (1.43%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and provided that said principal amount of advances made by said bank to the said City shall draw interest after July 31, 1954, at the rate of Two and Eighty Five One-Hundredths percent (2.85%) per annum, and like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said City, and attested by the City Clerk of said City and the corporate seal of said City shall be impressed upon each of said notes; said notes shall provide for final maturity not later than July 31, 1954, with privilege of prepayment prior to maturity, and shall be concurrently secured, regardless of date of issuance.

4. That the uncollected taxes and revenues of the City of San Antonio for the fiscal year beginning August 1, 1953 and ending July 31, 1954, and all of the current revenues of the City of San Antonio arising from taxation and all other sources during said fiscal year, other than receipts from Parking Meters, Health Center Project, Willow Springs Golf Course Project and the McAllister property; and all uncollected back taxes for previous years, subject only to existing prior valid pledges of said back taxes, be and the same are hereby irrevocably pledged for the payment of the above notes and advances, and that said notes and all interest thereon shall constitute a first lien upon and against all said taxes and revenues for said fiscal year, and all of said uncollected back taxes for previous years, subject only to existing prior valid pledges of said back taxes, and shall be paid therefrom and from the said current incomes and revenues of the City and such uncollected taxes before any such taxes, revenues or incomes or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed July 24, 1953, by the City Council of the City, and recorded in Minute Book AA, page 243, by the City Council of the City, and recorded in Minute Book AA, page 243, being Ordinance No. 19,395, of the City of San Antonio, Texas.

6. That the proceeds of said loan shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current expenses of said City during the said current fiscal year, and in the payment of the current expenses of said City for the remainder of said fiscal year, as provided by and in accordance with the Charter and Ordinances of said City.

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

No. _____ \$25,000.00

"CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD BEGINNING
AUGUST 1, 1953, AND ENDING JULY 31, 1954

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received, acknowledges itself indebted, and hereby promises to pay to bearer at the National Bank of Commerce of San Antonio, on or before the 31st day of July, 1954, the principal sum of Twenty-Five Thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until July 31, 1954, at the rate of One and Forty-Three One-Hundredths percent (1.43%) per annum, calculated

and payable monthly, and at the rate of Two and Eighty-Five One Hundreths percent (2.85%) thereafter, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection, or collected through judicial proceedings of any kind, an additional five percent (5%) on the amount of principal and interest unpaid shall be payable as attorney's fees.

"This note is one of a series of 240 notes, numbered from 1 to 240, both inclusive, each note being for the sum of \$25,000.00, aggregating the sum of \$6,000,000.00, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning August 1, 1953, and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending July 31, 1954, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on the 24th day of July, 1953, which Ordinance is Ordinance No. 19,395, recorded in Minute Book AA, page 243, of the City of San Antonio; and these notes are secured concurrently, regardless of date of issuance.

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

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to and the issuance of this series of notes, have been properly done and performed, and have happened in regular and due time, form and manner, as provided by law; and that the full faith and credit of said City of San Antonio and the taxes and current revenues of said City, excepting receipts from parking meters, Health Center Project, Willow Springs Golf Course Project, and the McAllister property, for the fiscal year beginning August 1, 1953, and ending July 31, 1954, and all uncollected back taxes for previous years subject only to existing valid pledges of said back taxes, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, countersigned by the Director of Finance, and attested by the City Clerk of said City, this the ____ day of _____, 1953."

8. That the City Manager of said City be and he hereby is authorized and directed to deliver said promissory notes to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

9. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,501

AUTHORIZING TRANSFER AND PAYMENT OF \$10,000.00 TO
THE FIREMEN, POLICEMEN, AND FIRE ALARM OPERATORS'
PENSION FUND OUT OF GENERAL FUND

WHEREAS the annual Budget provided for a contribution of \$10,000.00 for the benefit of police and firemen; and

WHEREAS it is deemed advisable to increase the fund reserve of the Firemen, Policemen and Fire Alarm Operators' Pension Fund.

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

1. That the Director of Finance is hereby directed to transfer and pay the amount of \$10,000.00 to the Firemen, Policemen and Fire Alarm Operators' Pension Fund out of the General Fund, to be charged to Account 56-01-03, Insurance Contributions.

2. PASSED AND APPROVED this 27th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,502

ACCEPTING THE ATTACHED BID OF PRASSEL LUMBER
COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC
WORKS WITH CERTAIN ITEMS OF LUMBER FOR A TOTAL OF
\$4,412.23

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

1. That the bid of the Prassel Lumber Company, 300 W. Olmos Drive, San Antonio, Texas, dated August 14, 1953, to furnish the City of San Antonio Department of Public Works

Building Maintenance with certain items of lumber for a total of \$4,412.23, be and the same is accepted hereby.

- 2. That the bid of Prassel Lumber Company is attached hereto and made a part thereof.
- 3. Payment is to be made from 1-01 General Fund - Public Works, account No. 09-07-00.
- 4. That all other bids received on this item are hereby rejected.
- 5. PASSED AND APPROVED this 27th day of August, A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,503

APPROVING AN EXCHANGE OF PROPERTIES, ACCEPTING DEED FROM C. W. FENSTERMAKER, TRUSTEE, L. W. FENSTERMAKER, TRUSTEE, AND A. H. FENSTERMAKER TO A PORTION OF LOTS 24 TO 29 INCLUSIVE, BLOCK 2, NEW CITY BLOCK 8290, AND A PORTION OF LOT 17, BLOCK 4, NEW CITY BLOCK 8292, AND AUTHORIZING CITY MANAGER TO EXECUTE A PROPER DEED OF CONVEYANCE TO A. H. FENSTERMAKER OF A PORTION OF APACHE CREEK RIGHT-OF-WAY IN BLOCK 4, NEW CITY BLOK 8292, AND ALSO A PROPER DEED OF CONVEYANCE TO C. W. FENSTERMAKER, TRUSTEE, AND L. W. FENSTERMAKER, TRUSTEE, AND A. H. FENSTERMAKER OF A PORTION OF APACHE CREEK RIGHT OF WAY IN BLOCK 2, NEW CITY BLOCK 8290, AND APPROPRIATING THE SUM OF \$3,750.00 TO PAY C. W. FENSTERMAKER, TRUSTEE, L. W. FENSTERMAKER, TRUSTEE, AND A. H. FENSTERMAKER FOR THE DIFFERENCE IN EXCHANGE OF PROPERTIES - GENERAL CLEMENTS MCMULLEN DRIVE RIGHT OF WAY PROJECT

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

- 1. That the deed and conveyance from C. W. Fenstermaker, Trustee, L. W. Fenstermaker, Trustee, and A. H. Fenstermaker to the City of San Antonio of a portion of Lots 24 to 29 inclusive in Block 2, New City Block 8290, and also a portion of Lot 17, in Block 4, New City Block 8292, all situated in the City of San Antonio, Bexar County, Texas, all of which land is fully described in said deed and to which deed reference is hereby made for a more particular description of the same, be and said deed is hereby accepted.
- 2. That the exchange of properties herein is approved; that the City Manager be and is hereby authorized to execute in exchange as the partial consideration for the above described property a proper deed of conveyance to A. H. Fenstermaker of a portion of Apache Creek Right of Way in Block 4, New City Block 8292, and also a proper deed of conveyance to C. W. Fenstermaker, Trustee, and L. W. Fenstermaker, Trustee, and A. H. Fenstermaker of a portion of Apache Creek Right of Way in Block 2, New City Block 8290, all of which land is situated in the City of San Antonio, Bexar County, Texas, and which land is fully described in said deeds of conveyance, and to which deeds reference is hereby made for a more particular description of said tracts of land in said deeds.
- 3. That the sum of \$3,750.00 be and the same is hereby appropriated out of the 1953 General Fund, Account No. 59-01-02 General Clements McMullen Drive Right of Way, payable to Commercial Abstract and Title Company, said sum being the difference in exchange of properties agreed to by the parties herein.
- 4. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,504

APPROPRIATING \$5.00 OUT OF ACCOUNT NO. 56-02-02, CLAIMS AND REFUNDS, IN REFUND TO MORRIS B. KRAKOW, OF TOWING FEE COLLECTED IN ERROR

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

- 1. That \$5.00 be and the same is appropriated hereby out of Account No. 56-02-02, Claims and Refunds, in payment to Morris B. Krakow, as refund of towing fee which was assessed and collected in error.
- 2. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,505 ✓

TRANSFERRING THE PERSONNEL, OPERATION
AND CONTROL OF THE PLUMBING AND ELECTRICAL
INSPECTION DIVISIONS FROM THE DEPARTMENT OF
PUBLIC WORKS TO THE PLANNING DEPARTMENT

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

1. That the operation, control and supervision of the Plumbing Inspection Division and Electrical Inspection Division is hereby transferred from the Department of Public Works to the Planning Department and the functions and activities of said divisions shall be administered by the Director of Planning.
2. That all personnel assigned to the Plumbing and Electrical Inspection Divisions are hereby transferred to the Planning Department and shall be under the supervision of the Director of Planning.
3. That the above transfers shall become effective September 1, 1953.
4. The Personnel Director is hereby directed to change his records in accordance herewith.
5. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,506 ✓

ABANDONING AND CLOSING THE ALLEY BETWEEN KARNES
STREET AND AVENUE "A", THROUGH NEW CITY BLOCK
960; AND AUTHORIZING THE CITY MANAGER TO EXECUTE
QUIT CLAIM DEED TO THE PEARL BREWING COMPANY, A
TEXAS CORPORATION, TO SAID ABANDONED ALLEY

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

1. That the alley between Karnes Street and Avenue "A" through New City Block 960, being 12.0 feet in width, within the city limits of the City of San Antonio, Texas, be and the same is hereby abandoned and closed as a public way of the City of San Antonio.
2. That the City Manager is authorized and directed to execute a quit claim deed, on behalf of the City of San Antonio, to Pearl Brewing Company, a Texas corporation, conveying to said boundaries of said alley closed and abandoned in paragraph 1 hereof, as shown on plat attached hereto and made a part hereof, said conveyance to be subject to any easements for public utilities now in effect.
3. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,507

AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER
THE SUM OF \$1,151.64 FROM THE 1953 GENERAL FUND
TO THE INTEREST AND SINKING FUND FOR THE PURPOSE
OF PAYING INTEREST AND PRINCIPAL ON OUTSTANDING
BONDS; SUCH TRANSFER BEING NECESSARY DUE TO AN
INSUFFICIENT TAX LEVY FOR THE YEAR 1952

WHEREAS on January 29, 1953 the City Council passed the tax levy ordinance for the 1952 tax year and,

WHEREAS, said ordinance failed to levy a sufficient amount to service the interest and principal requirements of the 1913 issue of general obligation bonds, and

WHEREAS, this issue of bonds mature on September 1, 1953 and it is imperative that funds be provided to retire the same in order to prevent default and to preserve the full faith and credit of the City, NOW THEREFORE:

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

1. That the Director of Finance is hereby authorized and directed to transfer the sum of \$1,151.64 from the 1953 General Fund, Unallotted Appropriations, Account 79-00-01, to the Bond Interest and Sinking Fund, 1913 Issue.

2. That said transfer is for the purpose of providing sufficient funds to pay interest and principal on the 1913 general obligation bonds maturing September 1, 1953 and the Director of Finance is hereby instructed to take the necessary action to effectuate prompt payment of same.

3. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,508

ESTABLISHING CERTAIN POSITIONS UNDER THE DIRECT CONTROL, JURISDICTION AND SUPERVISION OF THE CITY MANAGER

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

1. That there is hereby created and established the following positions under the direct control, jurisdiction and supervision of the City Manager, in addition to the positions heretofore created by an ordinance passed and approved on the 24th day of July, 1953, creating certain positions under the City Manager, and the employees occupying or holding such positions or employment may be placed, transferred or assigned by the City Manager to any department, division or office of the City that he deems advisable:

<u>No.</u>	<u>Position</u>
1	Administrative Secretary
1	Account Clerk
3	Clerical Aide
17	Clerk Typist I
5	Clerk Steno I
1	Clerk III
1	Stock Clerk
1	Clerk Steno II
1	Clerk II
1	Clerk I
1	Communications Technical Supervisor
3	Communications Technician
6	Custodial Worker
10	Switchboard Operator
7	Telephone Clerk
1	Elevator Operator
11	Wrecker Driver
2	Jail Attendant
1	Cook
114	School Crossing Guard

2. That employees occupying or holding said positions or employments, except School Crossing Guards, who shall be classified as Specialized Personnel performing a special assignment, shall be in the Municipal Classified Civil Service of the City of San Antonio, and shall be entitled to all rights, privileges and benefits thereof.

3. That this ordinance shall become effective September 1, 1953.

4. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective as set out in paragraph 3 hereof; THEREFORE, upon the passage of this ordinance by a vote of four-fifths of the City Council, it shall be effective from and after September 1, 1953, as made and provided by the Charter of the City of San Antonio.

5. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,509

TRANSFERRING GENERAL FUND APPROPRIATIONS
FROM VARIOUS CITY DEPARTMENTS TO ADMINISTRATIVE
POOL, CITY MANAGER, ACCOUNT 02-01-02

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

1. That, to provide for continuing certain services within the Police and Fire Departments of the City, appropriations for civilian employees in said Departments be transferred to Account 02-01-02, City Manager, Administrative Pool, from the accounts and in the amounts set forth as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
07-01-01	Police - Administration	\$ 23,205.00
07-02-01	Police - Patrol	2,700.00
07-02-02	Police - Detective	2,600.00
07-02-03	Police - Vice	2,160.00
07-02-04	Police - Juvenile	2,640.00
07-02-05	Police - Jails	9,720.00
07-03-01	Police - Training	8,760.00
07-03-02	Police - Records and Communications	95,477.00
07-04-01	Police - Traffic Control	10,980.00
07-04-02	Police - Automobile Storage	33,000.00
07-04-03	Police - School Crossing Guard	58,000.00
08-01-00	Fire - Administration	2,700.00
08-03-00	Fire - Fire Prevention	2,700.00
	Total Appropriations Transferred to 02-01-02	\$ 254,642.00

2. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,510

CONFIRMING THE APPOINTMENT OF FLOYD V. PRICE
AS A MEMBER OF THE FIREMEN'S AND POLICEMEN'S
CIVIL SERVICE COMMISSION OF THE CITY OF SAN
ANTONIO

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

1. That the appointment of Floyd V. Price to membership on the Firemen's and Policemen's Civil Service Commission of the City of San Antonio, made this date by the City Manager, be and the same is hereby ratified and confirmed.

2. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,511

AUTHORIZING THE CITY ATTORNEY TO HAVE ENTERED AN
AGREED JUDGMENT IN FAVOR OF MORRIS KALLISON, ET AL,
PLAINTIFFS IN CAUSE NO. _____, MORRIS KALLISON,
ET AL, VS. CITY OF SAN ANTONIO PENDING IN THE DISTRICT
COURT OF BEXAR COUNTY, TEXAS, FOR THE SUM OF \$1,542.62
AND COURT COSTS, AND APPROPRIATING SAID SUM OUT OF FUND
OR ACCOUNT NO. 56-02-01 (CODE 4-10) TO PAY SAID JUDGMENT

1. WHEREAS, in 1948, the City of San Antonio, acting by its Mayor, the Hon. Maury Maverick, and its Street Commissioner, The Hon. James Knight, entered into a verbal contract with Morris Kallison and others whereby the Kallisons conveyed to the City without cost a certain parcel of land needed by the City for widening of W. Nueva Street, and in consideration therefor, the above officials agreed that the City would install sidewalks and curbing on the newly widened streets; and,

2. WHEREAS, the Kallisons did execute a conveyance to the City of the land needed to widen said street, which said conveyance is duly recorded in the deed records of Bexar County, Texas, but the City delayed for more than a year to carry out its part of the contract by installing sidewalks and curbing; and,

3. WHEREAS, there was an offer by Kallisons that as the City could not or did

not find time to have said work done, the Kallisons would contract the work and the City would pay the cost; and,

4. WHEREAS, the said Kallisons did contract with the firm of Walsh and Burney, who completed the work and were paid the sum of \$1,542.62 therefor; and,

5. WHEREAS, when the said Kallisons presented their claim for said sum paid by them to the contractors, the legal question was raised as to the authority of the Council to recognize a contract which had not been entered into by ordinance of the Council at the time of the original agreement; and,

6. WHEREAS, it was suggested that the Kallisons file a friendly suit against the City to collect said claim; and,

7. WHEREAS, said suit has been filed as suggested by the City Council in office at the time; and,

8. WHEREAS, said Kallisons have fully complied with every provision of said contract and the City has received and retained the street improvement made by the Kallisons at their own expense;

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

9. That the City Attorney be and is hereby authorized and directed to cause to be entered an agreed judgment in said cause granting the said Kallisons, plaintiffs in the above described suit, judgment for \$1,542.62 and costs of Court against the City of San Antonio.

10. That the sum of \$1,542.62 be and is hereby appropriated out of Fund or Account No. 56-02-01, Code 4-10, Judgment and Suits or Suits and Judgments, payable to Morris Kallison, agent for plaintiffs, Kallisons to pay off and settle said judgment.

11. PASSED AND APPROVED this 27th day of August A. D. 1953.

A. C. White
Mayor

ATTEST:
J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 19,512

ACCEPTING THE ATTACHED BID OF THE MISSION RADIO INC. TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN RADIO TUBES FOR A TOTAL OF \$2,682.88

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

1. That the bid of the Mission Radio Inc. 521 Broadway, San Antonio, Texas dated August 25, 1953, to furnish the City of San Antonio Police Department with certain radio tubes for a total of \$2,682.88, less 1/2% Discount - 20 days, be and the same is accepted hereby.

2. That the bid of the Mission Radio Inc. is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund, Police Department, Account No. 07-03-02.

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

5. PASSED AND APPROVED this 3rd day of September A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,513

✓ Sewers

REPEALING PARTS OF AN ORDINANCE PASSED AND APPROVED ON THE 9TH DAY OF JUNE, 1953, MAKING AND MANIFESTING A CONTRACT WITH R.S. BUILDING COMPANY, A TEXAS CORPORATION, WHEREBY SAID COMPANY WAS GRANTED A PERMIT TO CONSTRUCT AND INSTALL A SANITARY SEWER MAIN, AND GIVING SAID COMPANY THE RIGHT TO CHARGE FOR CONNECTIONS WITH SAID MAIN UNTIL IT WAS REIMBURSED FOR THE EXPENSE OF INSTALLING SAID SEWER MAIN

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

1. That inasmuch as the ordinance passed and approved on the 9th day of June, 1953, granting to R-S Building Company a permit and license to make and connect a sewer main with the City sewer system and to charge for connections to **its sewers main until it had been reimbursed** for its expense in installing said main was never accepted by said R-S Building Company;

2. That inasmuch as said R-S Building Company has made other arrangements to finance said cost of installing said main;

3. That said ordinance be and is hereby repealed, except Paragraph 2, which grants the right to connect with the City sewer system, Paragraph 5. which provides that said main shall become the property of the City of San Antonio and a part of its public sewer system, and Paragraph 8 which provides that said company assumes all responsibility for damages and agrees to hold the City free from any and all damages or liability. These paragraphs of said ordinance, to-wit, Paragraphs Two, Five and Eight, shall remain in full force and effect and that all parts of said ordinance save and except the excepted paragraphs be and is hereby repealed.

4. PASSED AND APPROVED this 3rd day of September A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

The above ordinance repealing all of the provisions of the ordinance giving R-S Building Company permission to construct and install a sewer main and to connect same with the sewer system, except Paragraphs 2, 5, and 8, are hereby accepted and approved.

R-S Building Company

By: _____

ATTEST:

Secretary

AN ORDINANCE 19,514

APPROPRIATING THE SUM OF \$10.00 OUT OF THE
1953 GENERAL FUND-CLAIMS AND REFUNDS ACCOUNT
NO. 56-02-02 TO REIMBURSE JAMES V. MONDIN FOR
\$10.00 PAID BY HIM AS FEE FOR BOARD OF ADJUSTMENT
HEARING ON THE APPLICATION OF HARRY MILLER

WHEREAS, James V. Mondin made application for a hearing before the Board of Adjustment and no hearing was had for the reason that said James V. Mondin was advised, after having paid the fee, that his remedy was to make application to Planning and Zoning, and his application to the Board of Adjustment was withdrawn upon advise of the Planning Commission.

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

1. That the sum of \$10.00 be and is hereby appropriated out of the 1953 General Fund-Claims and Refunds Account No. 56-02-02, payable to James V. Mondin to reimburse him for \$10.00 fee paid by him to license and dues under a mistake as to his remedy.

2. PASSED AND APPROVED this 3rd day of September A. D. 1953.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 19,515

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF FIDENCIO CANCHOLA AND WIFE
CORINNE SAENZ CANCHOLA

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

1. That the petition of Fidencio Canchola and wife, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 121 E. Roselawn Ave. Lot 14, Block 1, T. R. Halsey Subdivision, County Blk. 5381, San Antonio, Texas and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.