

APPRO. NO. 127

AN ORDINANCE 7452

APPROPRIATING \$791.25 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$791.25, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay for Independent Hire of Teams and Trucks for period from June 16th to June 30th inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments.

Garbage & Sanitation.....	\$496.50
Parks and Plazas.....	216.75
Rivers and Ditches.....	78.00
	<u>\$791.25</u>

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 128

AN ORDINANCE 7453

APPROPRIATING \$14.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, SEWER MAINTENANCE, TO REIMBURSE J. FRANK GALLAGHER, CITY CLERK, AMOUNT PAID TO FRED HUNTRESS, COUNTY CLERK, FOR FILING 14 ORDINANCES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$14.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Sewer Maintenance, to reimburse J. Frank Gallagher, City Clerk, amount paid to Fred Huntress, County Clerk, for filing 14 Ordinances as per receipts on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 129

AN ORDINANCE 7454

APPROPRIATING \$1,517.50 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FRITH AND GRAY FOR FURNISHING CATERPILLAR TRACTOR & BULLDOZER, WITH OPERATOR FOR WORK DONE ON WEST FRENCH PLACE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,517.50, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frith and Gray for furnishing Caterpillar Tractor and Bulldozer with Operator, for work done on West French Place in accordance with proposal on file in the office of the City Clerk dated May 25th, 1948 and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 130

AN ORDINANCE 7455

APPROPRIATING \$42.73 OUT OF THE SANITARY SEWER PLANT AND SYSTEM A-47 FUND, TO PAY TRINITY TESTING LABORATORIES, INC., FOR TESTING AND INSPECTION OF CONCRETE PIPE IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$42.73, be and the same is hereby appropriated out of the Sanitary Sewer Plant and System A-47 Fund, to pay Trinity Testing Laboratories, Inc., for testing and inspection of concrete pipes in accordance with contract on file in the office of the City Clerk and as per Engineer's Estimates on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 131

AN ORDINANCE 7456

APPROPRIATING \$346.50 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FOR HAULING GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$346.50, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay for hauling gravel in accordance with contract on file in the office of the City Clerk, dated February 19th, 1948, and according to approved Engineer's estimated on file in the City Auditor's office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 132

AN ORDINANCE 7457

APPROPRIATING \$3,000.00 OUT OF THE 1948 GENERAL FUND, PARKING METER ACCOUNT, PAYABLE TO MAGEE-HALE PARK-O-METER COMPANY, TO COVER INSTALLMENTS ON 1500 PARKING METERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,000.00, be and the same is hereby appropriated out of the 1948 General Fund, Parking Meter Account, payable to Magee-Hale Park-O-Meter Company, Oklahoma City, \$1,000.00 to cover installment No. 17, on 500 Meters, as per contract ordinance of August 22nd, 1946 and \$2,000.00 to cover installment No. 16 on 1,000 Meters, as per contract ordinance of January 18th, 1947.

PASSED AND APPROVED on the 1st day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 133

AN ORDINANCE 7458

APPROPRIATING \$14,277.48 OUT OF THE POLICE & FIREMEN'S PENSION FUND, FOR JUNE PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$14,277.48, be and the same is hereby appropriated out of the Police & Firemen's Pension Fund, to pay payrolls for the period ending June 30, 1948, in the amount of.....\$14,277.48.

PASSED AND APPROVED on the 1st day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 134

AN ORDINANCE 7459

APPROPRIATING \$8,299.96 OUT OF THE ADVERTISING FUND, TO PAY PITLUK ADVERTISING COMPANY FOR ADVERTISING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$8,299.96, be and the same is hereby appropriated out of the Advertising Fund, to pay Pitluk Advertising Company for advertising, as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 135

AN ORDINANCE 7460

APPROPRIATING \$190.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO PAY DR. E. J. ARENDT FOR PROFESSIONAL SERVICES FOR THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$190.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, to pay Dr. E. J. Arendt, for professional services for the month of June, 1948.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

APPRO. NO. 1366

AN ORDINANCE 7461

APPROPRIATING \$75.58 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT, TO PAY GENERAL AMERICA COMPANIES FOR PAYMENT NO. 2 ON POLICIES NO. 9341C1166 AND 9341C1167.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$75.58, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport, to pay General America Companies for payment No. 2 on Policies No. 9341C1166 and 9341C1167, as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

APPRO. NO. 137

AN ORDINANCE 7462

APPROPRIATING \$28.75 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO PAY MARIE S. ELLIOTT, PUBLIC HEALTH NURSE, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$28.75, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, to pay Marie S. Elliott, Public Health Nurse, for professional services, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of July, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

AN ORDINANCE 7463

VACATING WEST HARRIMAN PLACE IN NEW CITY BLOCK 6803 BETWEEN GROTHUES PLACE AND THE T&NORR RIGHT-OF-WAY.

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

1. That West Harriman Place in New City Block 6803, between the west line of Grothues Place and the east line of the Texas & New Orleans Railroad right-of-way, is vacated, closed and abandoned as a public street of the City of San Antonio, Texas; said property being described by metes and bounds as follows:
2. Beginning at the intersection of the south line of West Harriman Place, with the west line of Grothues Place, said point being the southeast corner of this tract; thence in a westerly direction along the present south line of West Harriman Place 303.7 feet to a point in the southeast right-of-way line of the Southern Pacific Railroad, which is the southwest corner of this tract; thence in a northeasterly direction along the southeast right-of-way of the Southern Pacific Railroad 57.7 feet to a point on the north line of present West Harriman Place, which is the northwest corner of this tract; thence in an easterly direction along the present north line of West Harriman Place 274.95 feet to a point, which is the north east corner of this tract; thence in a southerly firection along the west line of Grothues Place, produced, 50 feet to the place of beginning.
3. The City Clerk is directed to file a certified copy of this ordinance in the Deed Records of Bexar County, Texas; and supply the City Engineer, the City Assessor and the County Assessor with a copy of this ordinance.

4. The City Engineer and the City Assessor are directed to change their records to conform herewith.

5. The part of West Harriamn Place abandoned shall be designated as Lot 45, in New City Block 6803.

6. PASSED AND APPROVED this 1st day of July, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7464

CHANGING THE NAME OF A CERTAIN STREET.

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

1. That the name of the certain street hereinafter specified be and the same is hereinafter indicated.

Present Name	From	To	New Name
Graham Drive	Hot Wells Blvd.	Koehler Crt.	S. Gevers St.

2. The City Engineer and the City Assessor shall change their records accordingly; and the City Clerk shall send a certified copy of this Ordinance to the Postmaster and to the publisher of the City Directory.

PASSED AND APPROVED this 1st day of July, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7465

MAKING A CONTRACT FOR GARBAGE COLLECTION WITH MRS. CAROLINA OCHOA.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:

2. That the Contractor will supply to the City of San Antonio one Truck at the rate of \$12.00 per day of 8 hours.

3. That the Contractor shall, at his own expense, employ the driver, maintain Truck in good condition.

4. The Contractor will use the Truck for Garbage collection, Rubbish, Brush, Etc., at the time and place directed by the Superintendent of Garbage Dept., of the City of San Antonio, and will accomplish this work in a workmanship manner.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, therebeing no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 1st day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

9. ACCEPTED: Carolina Ochoa: Address, 3304 W. Salinas: Telephone F-2021.

* * *

AN ORDINANCE 7466

TO USE THE CITY-SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF P. C. NAYLOR.

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

1. That the petition of P. C. Naylor, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

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

3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in 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 321 Tuttle Road, LOT E 50' of 25 & W 25' of 26, BLOCK Co. B. 5526 #2, Terrell Hills, and no other person shall be permitted to use 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 to 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 1st DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor

P. C. Naylor, Jr.

Petitioner and Licensee

* * *

AN ORDINANCE 7467

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF ALAMO LUMBER CO., BY VAUGHAN B. MEYER.

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

1. That the petition of the Alamo Lumber Co., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

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

3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinance of the City of San Antonio. 27, Terrell Hills Subdivision, Bexar County, Texas, and no other person shall be permitted. 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 135 Ivy Lane, LOT 14, BLOCK 27, Terrell Hills Subdivision, Bexar County, Texas, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro 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 1st DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Alamo Lumber Co. 2110 S. Flores St.

By: Vaughan B. Meyer, Manager
Petitioner and Licensee.

* * *

AN ORDINANCE 7468

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
 OF THE CITY LIMITS ON THE PETITION OF P. C. NAYLOR.

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

1. That the petition of P. C. Naylor, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in 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 317 Tuttle Rd., LOT E 5ft of 23, W 15ft of 25 & all of 24, BLOCK CO. B. 5526, Terrell Hills, and no other person shall be permitted to use 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 1st DAY OF JULY, A.D. 1948.

ATTEST;

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor P. C. Naylor, Jr.
Petitioner and Licensee

* * *

AN ORDINANCE 7469

EXTENDING LEASE BETWEEN CITY OF SAN ANTONIO AND
 REICHSTEIN, STINSON AND YAGER.

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

1. That the lease between the City of San Antonio and Reichstein, Stinson and Yager, dated the 17th day of July, 1947, and recorded in Ordinance Book "P", pages 460-461, for the term beginning July 1, 1947 and ending June 30, 1948, for Building 558 at Stinson Field, in the City of San Antonio, Bexar County, Texas, be and the same is hereby extended to expire on the 20th day of August, 1948, upon the same terms and conditions as those contained in the original lease heretofore mentioned.

2. PASSED AND APPROVED this 1st day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7470

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

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Marion P. Hair, an Individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations here-in set out, for the term beginning on July 1st, 1948 and ending on June 30th, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-
3. Buildings 604 and 628½. Said structures located on Stinson Field, San Antonio, Texas, to be used for the storage and service of Aircraft and Student training.
4. The amount of the rent for this property is \$140.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$140.00 each month for the term hereof, and in addition to the charges specified herein.
5. Lessee will pay the Lessor 2½ per cent of the gross revenue derived from the sales of all charter trips both ways from the Airport monthly. This payment will be made on or before the 10th of each month subsequent to the month in which sales were made, during the term of this lease.
6. Lessor shall have the right at all reasonable time to inspect the books, records and receipts of the Lessee, covering items sold where the Lessor receives a percentage therefrom and the Lessee shall maintain a standard system of bookkeeping to facilitate this inspection.
7. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00, 6th and each thereafter, \$10.00 per month.
8. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
9. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the 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.
10. 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.
11. 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.
12. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
13. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
14. 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.
15. 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.
16. 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.
17. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes 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 during the said term of this lease, at his own expense.

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

19. The Lessee agrees that he 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 having first obtained consent of the Lessor in writing.

20. 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 here-under, 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.

21. 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 provide, 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 here-in after the termination of this lease, and 30 days after Lessee has been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

22. 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.

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

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

25. PASSED AND APPROVED this 1st day of July A.D. 1948.

ATTEST: J. Frank Gallagher
City Clerk

Alfred Callaghan
MAYOR

26. APPROVED AND ACCEPTED this 1st day of July A.D. 1948

Marion P. Hair.
Marion P. Hair
Lessee

* * * *

AN ORDINANCE 7471

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND
CARDINAL AVIATION

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations here-in set out, for the term begining on July 1st, 1948 and ending on June 30th, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-

3. Building 612, 1000 square feet in East end of Building 647 and 240 square feet in South East corner, ground floor, of Building 600. Said structure located on Stinson Field, San Antonio, Texas and to be used for the operation of a flying school.

4. The amount of the rent for this property is \$125.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$125.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee is authorized to sell aviation gasoline and petroleum products on Stinson Field Airport and will pay the Lessor 1 cent per gallon of gasoline sold or used by him on the premises, payable on the 1st of each month following the sale, during the term of the lease.

6. Lessee will pay the Lessor 2½ per cent of the gross revenue derived from the sales of all charter trips both ways from the Airport monthly. This payment will be made on or before the 10th of each month subsequent to the month in which sales were made, during the term of this lease.

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

8. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00; 6th and each thereafter, \$10.00 per month.

9. Lessor agrees to the installation and use of necessary equipment on the premises of the Lessor for the sale of Petroleum Products provided location and use of said equipment is approved by the Lessor in writing.

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

11. Lessee agrees that he and all of his employees shall abide by all rules and regulation as set forth by the Airport Management, and that the 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 the 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.

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

13. 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.

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

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

16. 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.

17. 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.

18. 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.

19. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes 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 during the said term of this lease, at his own expense.

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

21. The Lessee agrees that he 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 having first obtained consent of the Lessor in writing.

22. 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.

23. 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 holdover of the premises, or any part thereof, demised herein after the termination of this lease, and 30 days after Lessee has been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

24. 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.

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

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

32. PASSED AND APPROVED this 1st day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

33. APPROVED AND ACCEPTED this 1st day of July, A.D. 1948.

/s/By: W. G. Craig
W. G. Craig
CARDINAL AVIATION

* * *

AN ORDINANCE 7472

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND BERT WILCUT, DOING BUSINESS AS SAN ANTONIO AVIATION SCHOOL.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Bert Wilcut, an Individual, doing business as San Antonio Aviation School, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on July 1, 1948 and ending on June 30, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Buildings 609, 615, 616, 617, 627½, 634, 637 and 10,000 square feet of land East of Building 616. Said structures are located on Stinson Field Municipal Airport, San Antonio, Texas and are to be used for the operation of a flight school, for sales, repair and storage of aircraft and for the training of aircraft mechanics.

4. The amount of rent for this property is \$555.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$555.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee is authorized to sell aviation gasoline and petroleum products on Stinson Field Airport and will pay the Lessor 1 cent per gallon for gasoline sold or used by him on the premises, payable on the 1st of each month following the sale, during the term of the lease.

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

7. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation, to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00; 6th and each thereafter, \$10.00 per month.

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

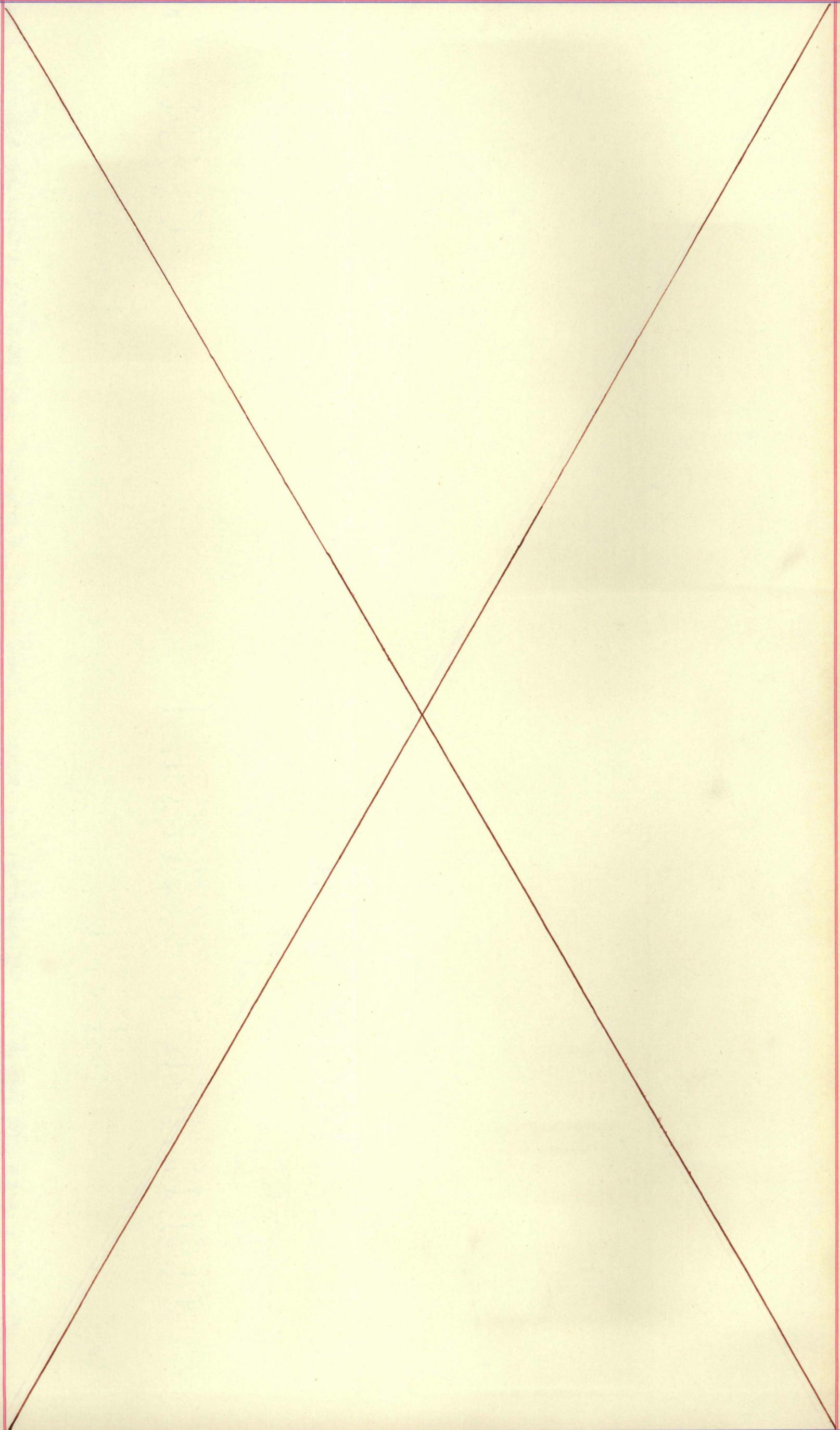
9. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the 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.

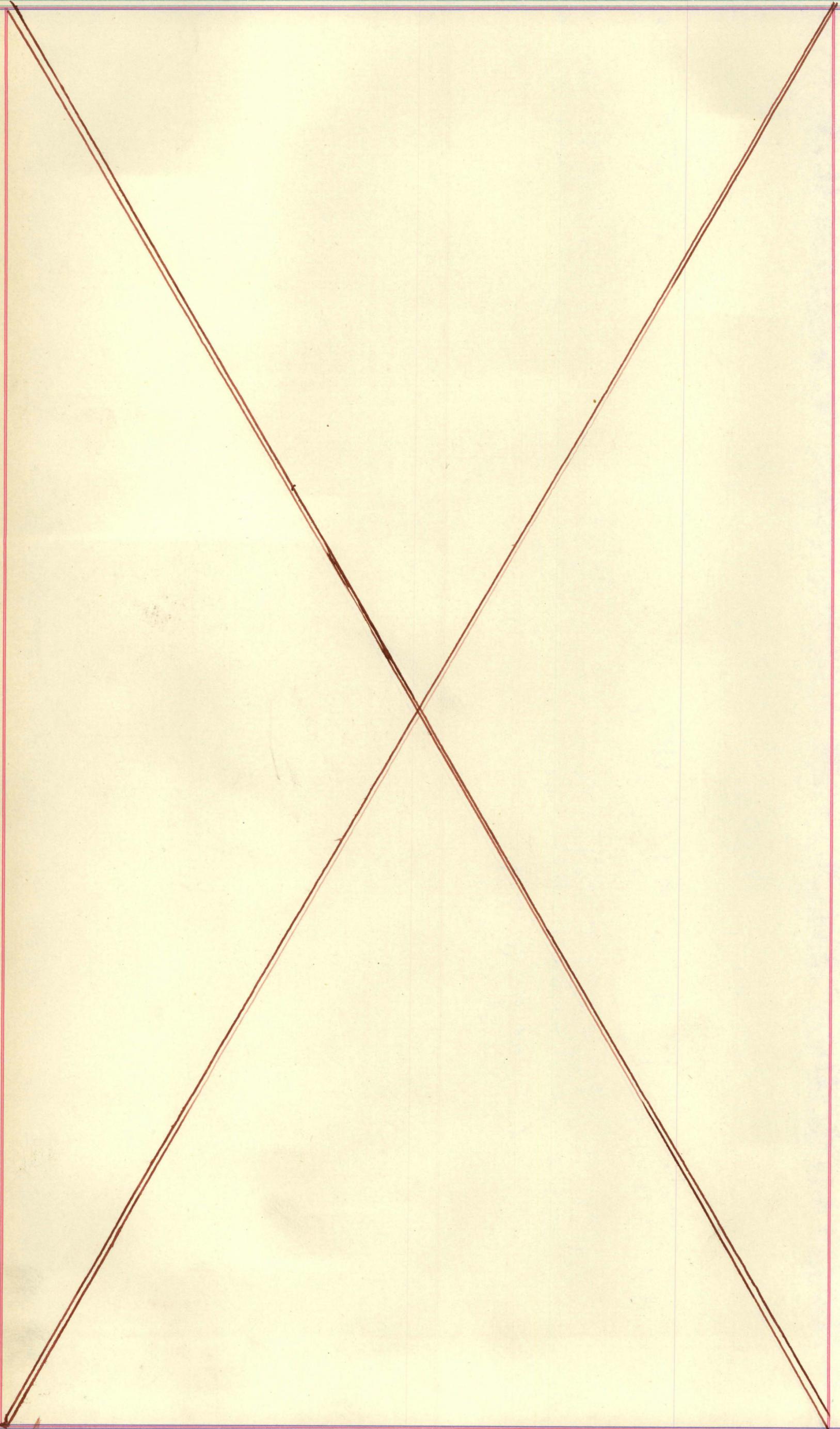
10. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials,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

11. 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.

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

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





14. 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 time to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.

15. 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.

16. 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.

17. The Lessee shall promptly execute and fulfill all the ordinances of the City Corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary and abatement of nuisances, in upon or connected with said lease during the said term of this lease, at his own expense.

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

19. The Lessee agrees that he 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 having first obtained consent of the Lessor in writing.

20. 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 appropriated Public Liability Insurance and Personal Property Damage Insurance.

21. 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 herein after the termination of this lease, and 30 days after Lessee has been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

22. 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.

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

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

25. PASSED AND APPROVED this 1st day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

26. APPROVED AND ACCEPTED this 1st day of July, A.D. 1948.

/s/ Bert Wilcut, LESSEE

* * *

APPRO. NO. 138

AN ORDINANCE 7473

APPROPRIATING \$25,000.00 OUT OF THE CITY-COUNTY TUBERCULOSIS CONTROL FUND, PAYABLE TO THE CITY-COUNTY TUBERCULOSIS CONTROL BOARD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the City-County Tuberculosis Control Fund, payable to the City-County Tuberculosis Control Board, as per letter of request dated July 1, 1948, signed by Melrose Holmgreen, Chairman, and filed in the City Auditor's office.

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 139

AN ORDINANCE 7474

APPROPRIATING \$8.01 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT, TO PAY NATIONAL BANK OF COMMERCE FOR INTEREST FOR 9 DAYS ON 1948 GENERAL FUND NOTE NO. 8.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$8.01, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Interest Department, to pay the National Bank of Commerce for interest for 9 days on 1948 General Fund Note No. 8, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 140

AN ORDINANCE 7475

APPROPRIATING \$117.00 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, TO PAY PER DIEM PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$117.00, be and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND, to pay per diem payroll for period ending June 30, 1948, the amount of.....\$117.00.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 141

AN ORDINANCE 7476

APPROPRIATING \$588.50 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY PER DIEM PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$588.50, be and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND, to pay per diem payrolls for the period ending June 30, 1948, in the amount of\$588.50.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 142

AN ORDINANCE 7477

APPROPRIATING \$961.00 OUT OF THE PARK REVENUE BOND, 1945 FUND, TO PAY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$961.00, be and the same is hereby appropriated out of the PARK REVENUE BOND, 1945 FUND, to pay payroll for the Willow Springs Golf Course for the period ending June 30, 1948, in the amount of.....\$961.00.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 143

AN ORDINANCE 7478

APPROPRIATING \$41,222.66 OUT OF THE 1948 GENERAL FUND, TO PAY PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$41,222.66, be and the same is hereby appropriated out of the 1948 GENERAL FUND, to pay per diem payrolls for the period ending June 30, 1948, as follows:

PUBLIC AFFAIRS IN GENERAL.....	\$	981.86
PARKS, SANITATION & PUBLIC PROPERTY.....		27,068.42
STREETS & PUBLIC IMPROVEMENTS.....		12,732.71
FIRE & POLICE DEPTS.....		439.67
		<u>\$41,222.66</u>

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 144

AN ORDINANCE 7479

APPROPRIATING \$76.57 OUT OF THE STREET AND BRIDGE C-45 FUND, PAYABLE TO THE CITY TAX COLLECTOR FOR 1947 TAXES ON PROPERTY PURCHASED BY THE CITY OF SAN ANTONIO FOR STREET OPENING AND WIDENING PURPOSES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$76.57, be and the same is hereby appropriated out of the STREET AND BRIDGE C-45 FUND, payable to the City Tax Collector for 1947 taxes on property purchased by the City of San Antonio for Street opening and widening purposes, Lots 1 and 2, Block 63, NCB 205 from R. L. White Company..... \$31.50 and Lot 2, Block 2, NCB 3849 from E. M. Kraus and wife, Carrie \$45.07.

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 145

AN ORDINANCE 7480

APPROPRIATING \$94.38 OUT OF INTERREGIONAL HIGHWAY A-45 FUND AS FOLLOWS: \$74.75 PAYABLE TO THE CITY TAX COLLECTOR, AS TAXES ON PROPERTY PURCHASED FROM ALFRED E. RICHEY ET AL: AND \$19.63 PAYABLE TO ALFRED E. RICHEY ET AL, TO REFUND TO THEM THE AMOUNT OVERESTIMATED BY THE ABSTRACT COMPANY AS THE CITY AND SCHOOL TAXES ON THE PROPERTY PURCHASED BY THE CITY OF SAN ANTONIO FROM THE SAID RICHEY'S.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$94.38, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay the 1947 City and School taxes on property purchased by the City of San Antonio from Alfred E., Howard F., and Edna Richey in New City Blocks 2081, 212 and 206, amounting to \$74.75 and that the sum of \$19.63 be refunded to Alfred E., Howard F., and Edna J. Richey that being the amount overestimated and withheld by the Abstract Company when the deal was closed.

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST: Alfred Callaghan
M A Y O R
J. Frank Gallagher
City Clerk * * *

APPRO. NO. 146

AN ORDINANCE 7481

APPROPRIATING \$1,215.13 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY FRANK T. DROUGHT FOR PROFESSIONAL SERVICES IN CONNECTION WITH MAKING SURVEYS AND RIGHT-OF-WAY MAPS FOR THE SOUTH SIDE ARTERY AND McCULLOUGH-TRENTON AVENUE EXTENSION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,215.13, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, to pay Frank T. Drought for professional services in connection with making surveys and right-of-way maps for South Side Artery and McCullough-Trenton Avenue Extension, as authorized by action of the City Council, and as per approved Engineer's Estimate in the City Auditor's Office.

ATTEST: PASSED AND APPROVED on the 3rd day of July, 1948. Alfred Callaghan
J. Frank Gallagher, City Clerk * * * M A Y O R

APPRO. NO. 147

AN ORDINANCE 7482

APPROPRIATING \$926.75 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FRANK P. McELWRATH, JR., FOR FURNISHING MOTOR GRADER, WATER TRUCK AND ROLLER WITH OPERATORS, FOR WORK DONE ON VARIOUS STREETS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$926.75, be and the same is hereby appropriated out of the STREET AND BRIDGE C-45 FUND, to pay Frank P. McElwrath for furnishing Motor Grader, Water Truck and Roller, with Operators, for work done on various streets, in accordance with proposal on file in the office of the City Clerk, dated May 18th, 1948, as per approved Engineer's Estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 148

AN ORDINANCE 7483

APPROPRIATING \$2,120.86 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY BART MOORE COMPANY, WHICH IS THE AMOUNT NECESSARY IN ADDITION TO APPROPRIATION NO. 987, DATED FEB. 12, 1948 TO PAY FOR WORK DONE IN ACCORDANCE WITH CONTRACT FOR THE CONSTRUCTION OF APACHE CREEK BRIDGE AT GUADALUPE STREET.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,120.86, be and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND, to pay Bart Moore Company, which is the amount necessary in addition to Appropriation No. 987, dated February 12th, 1948, to pay for work done in accordance with contract for the construction of Apache Creek Bridge at Guadalupe Street, as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 149

AN ORDINANCE 7484

APPROPRIATING \$272.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, PAUPER INTERMENT, PAYABLE TO CASTILLO FUNERAL HOME, FOR BURIAL OF PAUPERS DURING THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$272.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Pauper Interment, payable to the Castillo Funeral Home, for burial of paupers during the month of June, 1948, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 3rd day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 140

AN ORDINANCE 7485

APPROPRIATING \$360.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO PAY FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$360.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, payable to Doctors as listed below for professional services rendered during the month of June, 1948, at the Robert B. Green Hospital T. B. Clinic.

Dr. J. M. Donaldson, Jr.....	\$ 270.00
Dr. B. E. Galloway.....	90.00
	<u>360.00</u>
	\$ 360.00

PASSED AND APPROVED on the 3rd day of July, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

AN ORDINANCE 7486

ACCEPTING AND APPROVING THE PLAT OF ALEXANDER BRENNER TO PROPERTY IN BRUNSWICK PARK ADDITION.

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

1. That the attached petition of Alexander Brenner is granted and the attached plat of the Alexander Brenner Subdivision, comprising part of Tracts A and all of Tracts B and C, New City Block 7876 and all of Tracts B, C and D, New City Block 7875 Brunswick Park Addition, be approved and accepted as the correct official records of the City of San Antonio, and that all other plats covering this property are rescinded and vacated hereby and this plat shall stand in lieu thereof.

2. The City Engineer and the City Tax Assessor are directed to change their records to conform herewith.

3. The City Clerk will file a certified copy of this ordinance in the Deed Records of Bexar County, Texas, and supply a copy thereof to the City Engineer and the City Tax Assessor and the County Tax Assessor for their information.

4. PASSED AND APPROVED this 3rd day of July, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

AN ORDINANCE 7487

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF MR. & MRS. S. M. GRIFFIS.

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

1. That the petition of Mr. & Mrs. S. M. Griffis, 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 204 Ridgemont STREET, LOT 15, BLOCK 26 CO. B. 5742, Terrell Hills, and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, 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 Ins pectors 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 prem-ises are connected with said City Sanitary Sewers, for the purpose of inspecting the condi-tion 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ S. M. Griffis

Mrs. S. M. Griffis
Petitioner and Licensee

* * *

AN ORDINANCE 7488

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF ACME LBR. &
SUPPLY CO., INC.

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

1. That the petition of the Acme Lbr. & Supply Co., Inc., for a license to sue the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the fol-lowing precedent conditions.

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

3. The house plumbing and the connection with the City sewer shall be made and main-tained 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 106 Tuttle Rd., LOT 75' of 21 & 50' of 22, BLOCK (1) CO. B. 5806, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions of 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 Li-icensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminated 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 prem-ises are connected with said City Sanitary Sewers, for the purpose of inspecting the condi-tion of the plumbing and the use of said sewers.

9. The City of San Antonio shall neve 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Acme Lumber & Supply Co., Inc.

By: George J. Ploch, Sec'y.

Petitioner and Licensee

* * *

AN ORDINANCE 7489

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF MR. & MRS. PAUL E. WOLL.

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

1. That the petition of Mr. & Mrs. Paul E. Woll, 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 318 Rittiman Road, LOT 4, COUNTY BLOCK 5876, Town of Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Paul E. Woll

Margaret M. Woll
Petitioner and Licensee

* * *

AN ORDINANCE 7490

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1153 Garrity Rd., LOT 42, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of the 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. Zachry, Prop., Inc.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7491

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF H.B.ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1149 Garrity Road, LOT E. 10' of 40 & 41, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. Zachry Prop., Inc.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7492

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1123 Garrity Rd., LOT E. 50' of 36 & W. 40' of 37, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * * * *

AN ORDINANCE 7493

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1109 Garrity Rd., LOT E. 70' of 34 & W. 20' of 35, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7494

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1063 Garrity Rd., LOT E. 16' of 31 & 32, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use 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 inspection 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7495

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1055 Garrity Rd., LOT E. 32' of 30 & W. 64' of 31, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinances of the City of San Antonio, said rental commencing on the date of connection 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7496

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1041 Garrity Rd., LOT E. 64' of 28 & W. 32' of 29, BLOCK 5848, Larkwood Addition, 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. The use of the 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7497

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1035 Garrity Rd., LOT 27 & W. 16' of 28, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7498

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1015 Garrity Rd., LOT Portion of 22 & part of 23, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 3rd DAY OF JULY, A. D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7499

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1141 Garrity Rd., LOT E. 20' of 39 & W. 70' of 40, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7500

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. The petition of H. B. Zachry Prop., Inc., 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 1129 Garrity Rd., LOT E. 40' of 37 & W. 50' of 38, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7501

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1117 Garrity Rd., LOT E. 60' of 35 & W. 30' of 36, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 3rd DAY OF JULY, A. D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7502

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1049 Garrity Rd., LOT E. 48' of 29 & W. 48' of 30, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use 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 hereif 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 3rd DAY OF JULY, A. D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

AN ORDINANCE 7503

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP., INC.

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

1. That the petition of H. B. Zachry Prop., Inc., 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 1027 Garrity Rd., LOT 26 & E. 20' of 25, BLOCK 5848, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and whils 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 3rd DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ H. B. ZACHRY PROP., INC.

By: J. Jenkins
Petitioner and Licensee

* * *

APPRO. NO. 151

AN ORDINANCE 7504

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT AND SUPPLIES WITH MOORE BUSINESS FORMS, INC., 506 BEDELL BUILDING, SAN ANTONIO, TEXAS, PROPOSAL DATED 6-25-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Moore Business Forms, Inc., 506 Bedell Building, San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$3,712.50 from the 1948 General Fund, Assessor's Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio, it being expressly understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached proposal of Moore Business Forms, Inc., 506 Bedell Building, San Antonio, Texas, to furnish the City of San Antonio, Assessor's Department, with: 170,000 Fan Fold Continuous Tax Receipt Forms at \$20.37 per thousand, total amount \$3,462.90, and one Addressoliner, complete with Tractor, at a price of \$250.00, and appropriating the total amount of \$3,712.90 out of the 1948 General Fund, Assessor's Department, in payment of same.

PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 152

AN ORDINANCE 7505

APPROPRIATING \$121.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$121.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Dan Quill, Postmaster, for stamps as per approved Purchase Orders on file in the City Auditor's Office.

Comm. of Parks.....	\$ 9.00
San Jose Cemetery.....	6.00
Fire Alarm.....	6.00
Health Department.....	100.00
	<hr/>
	\$121.00

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 153

AN ORDINANCE 7506

APPROPRIATING \$14,429.93 OUT OF THE U.S.GOVERNMENT TAX ACCOUNT TO PAY NATIONAL BANK OF COMMERCE FOR CREDIT OF ACCOUNT OF FEDERAL RESERVE BANK, WITHHOLDING TAXES FOR THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$14,429.93, be and the same is hereby appropriated out of the U. S. Government Tax Account, payable to the National Bank of Commerce, for credit to Account of Federal Reserve Bank of Dallas, Texas, Fiscal Agent of the United States, withheld taxes, being amount deducted from payrolls for the month of June, 1948.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 154

AN ORDINANCE 7507

TRANSFERRING \$40,800.00 (\$4,000.00 FROM THE BACK TAX GENERAL FUND, \$2,100.00 FROM THE 1945 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, \$3,900.00 FROM THE 1946 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$30,800.00 FROM THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT) TO THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$40,800.00, be and the same is hereby ordered transferred: \$4,000.00 from the Back Tax General Fund, \$2,100.00 from the 1945 General Fund, Taxes, Licenses, Fines etc. Account, \$3,900.00 from the 1946 General Fund, Taxes, Licenses, Fines etc. Account and \$30,800.00 from the 1947 General Fund, Taxes, Licenses, Fines etc. Account to the 1948 General Fund, Taxes, Licenses, Fines, etc. Account.

TRANSFERRED FROM:

Back Tax General Fund.....	\$ 4,000.00
1945 General Fund, Taxes,Licenses, Fines etc. Account...	2,100.00
1946 General Fund, Taxes,Licenses, Fines etc. Account...	3,900.00
1947 General Fund, Taxes,Licenses, Fines etc. Account...	30,800.00
	\$40,800.00

TRANSFERRED TO:

1948 General Fund, Taxes,Licenses, Fines etc. Account..	\$40,800.00
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PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 155

AN ORDINANCE 7508

APPROPRIATING \$280.54 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICE FOR THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$280.54, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of June, 1948 for the following Departments.

Dept. of Public Affairs in General.....	\$ 48.03
Dept. of Sanitation, Parks & Pub. Prop.....	102.93
Dept. of Streets & Public Imp.....	22.25
Dept. of Fire and Police.....	107.33
	\$280.54

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 156

AN ORDINANCE 7509

APPROPRIATING \$150,031.15 (\$150,000.00 OUT OF THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ECT. ACCOUNT AND \$31.15 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY SIX (6) NOTES, NOS. 8 TO 13 INCLUSIVE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$150,000.00 be and the same is hereby appropriated out of the 1948 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay Six (6) Notes, Nos. 8 to 13 inclusive, of the 1948 General Fund Serice, maturing on or before May 31, 1948: and that the sum of \$31.15, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1948 General Fund Notes, Nos. 8 to 13 inclusive, maturing on or before May 31, 1948.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 157

AN ORDINANCE 7510

APPROPRIATING \$1.00 TO COMMERCIAL ABSTRACT & TITLE CO., IN PAYMENT FOR LAND TO BE CONVEYED BY RALPH ZORK, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$1.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by Ralph Zork, to the City of San Antonio, for street widening and extension, being a part of Lots 11, 12 and 13, in New City Block 6586, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 158

AN ORDINANCE 7511

APPROPRIATING \$13,000.00 TO GUARDIAN ABSTRACT & TITLE CO., IN PAYMENT FOR LAND TO BE CONVEYED BY J. B. KELLEY, JR., AND WIFE, CONSTANCE M. KELLY, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$13,000.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Guardian Abstract and Title Company, in payment for land to be conveyed by J. B. Kelley, Jr. and wife, Constance M. Kelley, to the City of San Antonio, for street widening and extension, being Lot No. 3, in New City Block 3849, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 159

AN ORDINANCE 7512

APPROPRIATING \$152.00 OUT OF THE 1948 GENERAL FUND, SEWER MAINTENANCE, TO PAY JONES & GARRETT, WHICH IS AMOUNT NECESSARY IN ADDITION TO APPROPRIATION NO. 340, DATED SEPTEMBER 4, 1947, FOR WORK DONE IN ACCORDANCE WITH CONTRACT FOR CONSTRUCTION OF STORM SEWER MAIN FROM BIGFOOT AND SOUTH FLORES STREETS TO SAN PEDRO CREEK.

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

1. That the sum of \$152.00, be and the same is hereby appropriated out of the 1948 General Fund, Sewer Maintenance, to pay Jones & Garrett, which is the amount necessary in addition to Appropriation No. 340, dated September 4, 1947, to pay for work done in accordance with contract for construction of a 60" Storm Sewer Main, from Bigfoot and South Flores Streets, to San Pedro Creek, as per approved Engineer's estimate on file in the office of the City Auditor.

2. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 160

AN ORDINANCE 7513

APPROPRIATING \$1,478.75 TO PAY KELLY CONSTRUCTION COMPANY, FOR FURNISHING EQUIPMENT, WITH OPERATORS, FOR WORK DONE ON DEVINE ROAD.

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

1. That the sum of \$1,478.75, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Kelly Construction Company for furnishing equipment, with Operators, for work done on Devine Road, in accordance with proposal on file in the office of the City Clerk dated May 5, 1948, and as per approved estimate on file in the City Auditor's Office.

2. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 161

AN ORDINANCE 7514

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH SOUTHERN EQUIPMENT COMPANY, 210-212 WEST COMMERCE STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED 6-15-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Southern Equipment Company, 210-212 West Commerce Street, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$653.13 from the 1948 General Fund, Maintenance Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Southern Equipment Company to furnish the City of San Antonio, Street Maintenance Department, with one Kerrick Model A Automatic Steam Cleaner complete with motor and attachments, and appropriating the sum of \$653.13 out of the 1948 General Fund, Street Maintenance Department, in payment of same.

PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 162

AN ORDINANCE 7515

APPROPRIATING \$675.62 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, SEWER MAINTENANCE, TO PAY W. H. WINTERBORNE & SONS FOR EQUIPMENT FOR CLEANOUT OF SEWERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$675.62, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Sewer Maintenance, to pay W. H. Winterborne & Sons for equipment for cleanout of sewers, as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 8th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 163

AN ORDINANCE 7516

APPROPRIATING \$611.25 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, STREET MAINTENANCE, PAYABLE TO RONALD SCHMIDT FOR GRAVEL AND LOADING IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$611.25, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Street Maintenance, payable to Ronald Schmidt for 2445 Cubic Yards of gravel at 25¢ per cubic yard (gravel 08¢ per cu. yd. and loading 17¢ per cu. yd.) in accordance with proposal accepted by the City of San Antonio, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 8th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 164

AN ORDINANCE 7517

APPROPRIATING \$246.50 OUT OF THE 1948 GENERAL FUND, STREET MAINTENANCE, TO PAY E. E. HOOD & SON FOR 986 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$246.50, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Street Maintenance, to pay E. E. Hood & Son, his first and final estimate for 986 cubic yards of gravel at 0.25¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio, and as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 165

AN ORDINANCE 7518

APPROPRIATING \$144.10 OUT OF THE 1948 GENERAL FUND, STREET MAINTENANCE, TO PAY C. L. WORTHY FOR 2,882 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$144.10, be and the same is hereby appropriated out of the 1948 General Fund, Street Maintenance, Proceeds of Notes, to pay C. L. Worthy, his first and final estimate for 2,882 cubic yards of gravel at 0.05¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio by Ordinance No. 6122, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 166

AN ORDINANCE 7519

APPROPRIATING \$2,816.30, OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, TO PAY HOWARD STICH, FOR EXTRA WORK DONE ON CONSTRUCTION OF SANITARY SEWER MAINS ON VARIOUS STREETS LISTED AS GROUP "B", WHICH WORK WAS NECESSARY DUE TO THE INABILITY OF PROCURING EASEMENT FROM SISTERS OF CHARITY OF INCARNATE WORD, AND IT NOT INCLUDED IN CONTRACT DATED MAY 18, 1948.

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

1. That the sum of \$2,816.30, be and the same is hereby appropriated out of the Sanitary Sewer Plant and System A-47 Fund, to pay Howard Stich, for extra work done on the construction of Sanitary Sewer Mains on various streets listed as Group "B", which work was necessary due to the inability of the City of San Antonio to secure easement for Sisters of Charity of the Incarnate Word; therefore Line had to be extended from a point other than that contemplated in Contract dated May 18, 1948 and in the office of the City Clerk.

2. That this work could not be included in the Contract, and was done in accordance with instructions of the City Engineer (Estimate on file in the office of the City Auditor), and approved by the Mayor.

3. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 167

AN ORDINANCE 7520

APPROPRIATING \$9.25 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S.A. MUNICIPAL AIRPORT, TO REIMBURSE PAUL C. WILKINS, AIRPORT DIRECTOR, FOR EXPENSES INCURRED ON TRIP TO AND FROM HOUSTON, TEXAS, JUNE 29TH, 1948 THROUGH JUNE 30TH, 1948 ON OFFICIAL AIRPORT BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9.25, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport, to reimburse Paul C. Wilkins, Airport Director, for expenses incurred on trip to and from Houston, Texas, June 29th, 1948 through June 30th, 1948, on official Airport business, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 168

AN ORDINANCE 7521

APPROPRIATING \$2,014.22 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, CONTINGENCY ITEMS, TO PAY ALBERT HIRSCHFELD THE SECOND ANNUAL INSTALLMENT ON THE CITY'S NOTE OF \$27,642.00.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,014.22, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Contingency ^{Items}, to pay Albert Hirschfeld \$1,357.10, as the second annual installment on the City's Note of \$27,642.00 due July 11th, 1948, and \$657.12 the annual interest on the note at 2½% per annum.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 169

AN ORDINANCE 7522

APPROPRIATING \$403.03 OUT OF THE ADVERTISING FUND, TO PAY PITLUK ADVERTISING COMPANY FOR 1/8 PAGE ADVERTISE-
MENT IN HOLIDAY, JULY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$403.03, be and the same is hereby appropriated out of the ADVERTISING FUND to pay Pitluk Advertising Company for 1/8 page advertisement in HOLIDAY for July 1948, as per approved Purchase Order on file in the City Auditor's office.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 170

AN ORDINANCE 7523

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR LABOR AND MATERIALS WITH BURGER & VILCOQ PLUMBING & HEATING CO., 310 W. ROMANA ST., SAN ANTONIO, TEXAS, PROPOSAL DATED 6-26-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the charter and relevant Ordinances of the City of San Antonio, with Burger & Vilcoq Plumbing & Heating Co., 310 W. Romana St., San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$275.00 from the 1948 General Fund, Health Department Fund to pay the debt created by this Ordinance ; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached proposal of Burger & Vilcoq Plumbing & Heating Company, 310 W. Romana St., San Antonio, Texas, to furnish all labor and materials necessary for the repair and replacement of parts in the Oil Heating Plant that services the Health Building, City of San Antonio, and appropriating the sum of \$275.00 out of the 1948 General Fund, Health Department, in payment of same.

PASSED AND APPROVED on the 8th day of July, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7524

MAKING CONTRACT ON THE BEAUTIFIED SECTION OF THE SAN ANTONIO RIVER FOR THE OPERATION OF BOATS AND CONCESSIONS.

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

1. That this ordinance makes and manifests a permit for the privileges herein specified between the City of San Antonio and the undersigned Licensee in words and figures as follows, to-wit:

2. That the City grants to the Licensee for a term of five years from the date hereof (provided that the Licensee shall have a period of ninety days before the expiration thereof to notify the City in writing of its option to renew this agreement for another term of five years under such terms and conditions as may be agreeable to the parties hereto) the privileges and concessions for the use of the banks of the San Antonio River for commercial purposes in the beautified section of the San Antonio River, or any portion thereof owned by the City for any use connected with the operation of boats and concession rights and privileges on said beautified section of the San Antonio River located between Fourth Street and the Plaza Hotel. No concession stands will be put between Fourth Street and the dam at the head of the Cut Off Channel.

3. The City agrees to keep in usable repair the wires and fixtures of the lighting system now in existence on the San Antonio River located in the aforesaid beautified section including the expense of replacement of light globes.

4. The City of San Antonio covenants and agrees to maintain police protection on the San Antonio River in said beautified section.

5. The City further agrees, at its own expense, to continue its present policy of maintaining further beautification of the banks of the beautified section of the San Antonio River for the purpose of maintaining at least the present scope of geautification and the enhancement of said beautification of said section of the River in the future.

6. The City further agrees to permit Licensee to use said property for any purpose connected with the operation of boats and concession rights and privileges on the San Antonio River, excepting as herein otherwise stipulated; provided that the use by Licensee shall not interfere with the use of said property by the City for the storage of tools and equipment and other facilities now needed and used in the maintenance of the beautified section of said River, and shall not impede or interfere with the use of such property by the City for flood control purposes and such other governmental activities in which the City is presently engaged, or may hereafter be engaged, as a municipal corporation.

7. The City further covenants to permit livensee to use the banks of the San Antonio River in connection with the operation of boats and concession rights and privileges consisting of the dispensing of refreshments such as the sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn, and such other like supplies, provided, however, that Licensee shall not operate cafe, restaurant, or like establishment without the consent of the City, excepting, however, Licensee shall have the right and privilege of operating the outdoor cafe and chili queen stands at places designated and shown on plans and blue prints of the beautified section of the San Antonio River, it being understood and agreed that permanent structures shall not be erected upon the banks of the San Antonio River by Licensee, except as otherwise herein provided.

8. The City expressly grants unto the Licensee, except as otherwise herein provided, the exclusive right and continued license for the term of this contract to all concession rights and privileges as hereinablve stated, including music and other entertainment on the beautified section of the San Antonio River and along the banks of same. It being fully understood by Licensee that its rights and privileges herein granted to it in no manner applies to Arneson Theatre as same is to remain at all times under the management and control of the City.

9. The City further agrees that Licensee may sub-let all or any portion of the concession rights or privileges, but same shall be subject to all of the terms and conditions of this agreement and subject to the approval of the City, which shall act without undue delay.

10. The City further agrees to permit Licensee to make any and all such improvements as shall make the beautified section of the San Antonio River more attractive, provided that such improvements shall not constitute a flooded hazard or detract from the beauty and landscape design of such river.. Licensee covenants and agrees to submit plans and specifications for such improvements to the City Engineer for his approval before erecting same, and such other anchors along the bank of and under the bridges of the river as may be necessary to anchor barges or boats required in the operation of boats and concession rights and privileges on the beautified section of the San Antonio River.

11. The City may exclude and prohibit the placing of any objectionable advertising matter along the beautified section of the San Antonio River.

12. Products manufactured in the City of San Antonio shall receive preference, the price and quality being equal to the products manufactured elsewhere. The Licensee shall not permit substitutes or misrepresentation or products.

13. No indecent or obscene pictures of any kind shall be exhibited, sold or given away; the Licensee shall conduct the concessions in a quiet and orderly manner and shall permit no loud, boisterous or vulgar language at or near said places; no lewd women shall be permitted to work or loiter around places operated by Licensee; and no gambling games, lottery, punch-board or slot machines shall be exhibited or stored by Licensee.

14. 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 of San Antonio.

15. Nothing in this contract shall prevent the free, complete and unlimited use of the San Antonio River, it banks and sidewalks by the public for pleasure purposes, together with all rights and privileges to which the public may be entitled, subject to the reasonable police powers of the City.

16. Nothing herein shall operate in any manner to prevent the City of San Antonio and the legal custodian of the San Antonio River and its banks from permitting on and during any seven days (Separate or consecutive) during any calendar year performances, displans, tournaments, pageants, amusements of sports for the benefit of the public and such privilege and permission carrying with it the rights and privileges herein given to Licensee, but same shall not interfere with operations of the concessions then being operated by Licensee, or cause the removal of same.

17. The City shall have the right to withdraw or cancel any concession or privilege herein granted in case of public emergency and after notice, when it is deemed advisable and necessary for the best interests of the City of San Antonio; but, in no event shall any right or privilege be withdrawn or cancelled for the purpose of entering into another privilege or concession contract or contracts.

18. Licensee further agrees that in and around its concessions, stands and other parts of the river banks used by Licensee, that it will at all times keep the same free from litter, paper, trash and other obstructions and put same in regular trash containers on the street, and in full conformity with the garbage, sanitary and health regulations of the City of San Antonio, and in conformity with the present appearance and beauty of those portions of the San Antonio River, and to achieve this end the City agrees that full cooperation will be given to Licensee.

19. The Licensee shall use all reasonable care to preserve the City property with which it comes in contact.

20. Licensee shall furnish to City public liability insurance subject to limit of \$10,000.00 for any one person, and \$100,000.00 for any one accident involving two or more persons, and coverage on account of damage to property of others subject to limits, of \$5,000.00 for any one accident with an aggregate limit of \$25,000.00, for the purpose of holding harmless, reimbursing and indemnifying the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, by or in any manner growing out of and caused by the Licensee's use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Licensee, its successors and assigns, and the agents, servants and employees of Licensee, and also on its sub-licensee or sub-licensees, their agents, servants and employees, heirs and personal representatives, in the event of a sub-licensee as herein set out, and the insurance herein required and the property of Licensee placed on said River and banks of said River shall be subject to a lien to secure the City in the payment of any actual loss hereunder sustained by the City. All insurance must be approved by the Mayor of the City of San Antonio.

21. It is understood and agreed that in the event Licensee fails or refuses to keep and perform any one or more of the conditions herein imposed as a condition precedent and a part of the consideration for the granting of this concession, then and thereupon the City may, at its option, cancel and terminate this agreement and all rights, benefits and privileges herein conferred upon Licensee. The City, however, agrees, before any such action is taken to notify the Licensee in writing of such alleged default, failure or refusal on part of Licensee, and to give the Licensee 30 days time in which to rectify such alleged breach of the condition or conditions contained herein.

22. All payments shall be made at the office of the License and Dues Collector of the City of San Antonio, and this contract is performable exclusively in Bexar County, Texas.

23. An Advisory committee of five members shall be appointed for the purpose of assisting the Licensee under this contract and the City of San Antonio in connection with any matter connected with the provisions of this contract and the continuation of the beautification of the San Antonio River. Their term of office of each member shall be for a five-year period, except that the first five members appointed to the committee shall have terms respectively for one, two, three, four and five years. The Committee shall be appointed by the City Council of the City of San Antonio.

24. The Licensee will pay the City of San Antonio Six Thousand Dollars rental for a term of five years in monthly installments of One Hundred Dollars, payable in advance on the First day of each month during the term of this Lease. License on each boat shall be \$20.00 a year.

25. The privilege heretofore granted San Antonio River Company by ordinance to erect and maintain Informational and Directive Signs heretofore passed and adopted is hereby granted and extended for the life of the extension agreement hereby provided for, subject to the terms and conditions set out in said Ordinance.

26. The foregoing instrument in writing constitutes the entire agreement for this contract, 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 of the contracts of the City to be in writing and adopted by ordinance.

27. IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hands of Alfred Callaghan, Mayor of the City of San Antonio, and the corporate seal to be hereunto affixed and this instrument to be attested by the City Clerk; and the Licensee, has lawfully caused these presents to be signed this the 8th day of July, A.D. 1948.

ATTEST:

CITY OF SAN ANTONIO

/s/By: J. Frank Gallagher
J. FRANK GALLAGHER
CITY CLERK.

/s/BY: Alfred Callaghan
ALFRED CALLAGHAN
M A Y O R .

ACCEPTED BY THE SIGNATURE OF THE LICENSEE.

/s/By: PRESIDENT: Jack White
JACK WHITE
JACLYN-JAC COMPANY.

* * *

AN ORDINANCE 7525

ACCEPTING PROPOSAL OF UNIVERSAL CONCRETE PRODUCTS COMPANY, 300 MERIDA STREET, SAN ANTONIO, TEXAS, TO FURNISH VARIOUS DEPARTMENTS OF THE CITY OF SAN ANTONIO WITH THE REQUIREMENTS OF CONCRETE BUILDING BRICK AT \$22.50 PER M, F.O.B. JOBSITE, FOR A PERIOD BEGINNING ON DATE OF ACCEPTANCE AND TERMINATING MAY 31, 1949.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Proposal of Universal Concrete Products Company be, and the same is hereby accepted, to furnish the various Departments of the City of San Antonio with the requirements of Concrete Building Brick at \$22.50 per M f.o.b. jobsite, for a period beginning on date of acceptance and terminating May 31, 1949.

PASSED AND APPROVED on the 8th day of July, 1948.

ATTEST: Alfred Callaghan
J. Frank Gallagher M A Y O R
City Clerk * * *

AN ORDINANCE 7526

ACCEPTING THE PROPOSALS OF MISSION CONCRETE PIPE COMPANY, THE SOUTHERN COMPANY, AND UNIVERSAL CONCRETE PRODUCTS COMPANY, TO FURNISH THE VARIOUS CITY DEPARTMENTS WITH THE REQUIREMENTS OF SEWER PIPE AND FITTINGS AS DESIGNATED OPPOSITE THE NAME OF EACH FIRM, FOR A PERIOD BEGINNING ON DATE OF ACCEPTANCE AND TERMINATING NINETY DAYS THEREAFTER, WITH OPTION FOR EXTENSION TO BE PER AGREEMENT OF PARTIES CONCERNED.

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

That the proposals of Mission Concrete Pipe Company, The Southern Company, and Universal Products Company be, and the same are hereby accepted, to furnish the various City Departments with the requirements of Sewer Pipe and Fittings, insofar as this Ordinance relates to the items as shown below, opposite each of the firms' names, for a period beginning on date of acceptance and terminating ninety days thereafter; with option for extension to be per agreement of parties concerned.

ITEM NO. 1 CONCRETE SEWER PIPE ASTM - C14-41

Table with columns: COMPANY, SIZE, PIPE, FITTINGS, DISCOUNT. Lists prices for Mission Concrete Pipe Co. and The Southern Company for various pipe sizes (4" to 24") and 6" stoppers.

ITEM NO. 2 CLAY SEWER PIPE ASTM C-13-44-T

Table with columns: COMPANY, SIZE, PIPE, FITTINGS, DISCOUNT. Lists prices for The Southern Company for various pipe sizes (4" to 18") and 6" stoppers.

ITEM NO. 3 STANDARD CONCRETE IRRIGATION PIPE ASTM C-118-39

Table with columns: COMPANY, SIZE, PIPE, FITTINGS, DISCOUNT. Lists prices for Mission Concrete Pipe Co. and The Southern Company for various pipe sizes (8" to 24").

ITEM NO. 4 STANDARD STRENGTH AND EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM - 076 - 41

Table with columns: COMPANY, SIZE, STANDARD, EXTRA STRENGTH, DISCOUNT. Lists prices for Mission Concrete Pipe Co., The Southern Company, and Universal Concrete Prod. Co. for various pipe sizes (12" to 33").

36"	4.22	"	5.13	"
42"	5.16	"	6.16	"
48"	7.06	"	8.00	"
54"	8.30	"	9.55	"
60"	10.65	"	12.15	"
66"	12.35	"	14.10	"
72"	15.55	"	16.75	"

ITEM NO. 5 STANDARD AND EXTRA STRENGTH CONCRETE CULVERT PIPE (NON-REINFORCED)
 SPECIFICATIONS: ASTM - C76-41 - EXCEPT REINFORCING ELIMINATED.

	SIZE	STANDARD PLAIN	EXTRA STRENGTH	DISCOUNT
Mission Concrete Pipe Co.	12"	.85 per ft.	- -	2% 10th prox.
and	15"	1.00 "	1.17 per ft.	
The Southern Company	18"	1.20 "	1.40 "	2% 10th prox.
and	21"	- -	1.76 "	
Universal Concrete Prod. Co.	24"	1.82 "	2.16 "	2% 10th prox.
	27"	- -	2.64 "	
	30"	2.60 "	3.09 "	
	33"	- -	3.71 "	
	36"	- -	4.22 "	

ATTEST

PASSED AND APPROVED THIS 8th DAY OF JULY 1948.

/s/ J. Frank Gallagher
 City Clerk

/s/ Alfred Callaghan
 M A Y O R

* * *

AN ORDINANCE 7527

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
 OF THE CITY LIMITS, ON THE PETITION OF MR. & MRS. R. E.
 SHACKELFORD.

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

1. That the petition of Mr. & Mrs. R. E. Shackelford, 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 850 Garrity Rd., LOT 12, BLOCK 2, CO. B. 5806, Southwest Corner Garrity and Clement Road, Terréll Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 8th DAY OF JULY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ R. E. Shackelford

Mrs. R. E. Shackelford
 Petitioner and Licensee

* * *

AN ORDINANCE 7528

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: PROPOSITION A, PORTION OF WEST ASHBY PLACE; PROPOSITION B, PORTION OF PASTORES STREET; PROPOSITION C, PORTION OF CANTON STREET; PROPOSITION D, PORTION OF STEPHENSON ROAD; PROPOSITION E, PORTION OF DELGADO STREET; PROPOSITION F, PORTION OF BUENA VISTA STREET. 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 8 JULY, 1948.

BE IT ORDAINED BY THE COMMISSIONERS 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. PROPOSITION A:

"To re-zone a portion of West Ashby Place, as "D" APARTMENT DISTRICT, as follows:
The North 1/2 of New City Block 8335; Lots 3 thru 15, New City Block 8334.

3. PROPOSITION B:

"To re-zone a portion of Pastores Street, as "F" LOCAL RETAIL DISTRICT, as follows:
All of New City Block 3242.

4. PROPOSITION C:

"To re-zone a portion of Canton Street, as "JJ" COMMERCIAL DISTRICT, as follows:
Lots 23, 24, 25, 26, New City Block 6910.

5. PROPOSITION D:

"To re-zone a portion of Stephenson Road, as "F" LOCAL RETAIL DISTRICT, as follows:
Lots 1 thru 13, Block 1, New City Block 9251; Lots 1 thru 12, Block 2, New City Block 9252.

6. PROPOSITION E:

"To re-zone a portion of Delgado Street, as "H" LOCAL RETAIL DISTRICT, as follows:
Lots 205 thru 211, Block 7, New City Block 6389; Lots 1 thru 4, Block 2, New City Block 2160; Lots 12, 13, 14, New City Block 2147; Lots 23, 24, 25, 26, 27, New City Block 2147; Lots 57 thru 61, New City Block 2159; Lots 66 thru 70, New City Block 2159.

7. PROPOSITION F:

"To re-zone a portion of Buena Vista Street, as "F" LOCAL RETAIL DISTRICT, as follows:
North 1/2 of New City Block 2306; North 1/2 of New City Block 2307; North 1/2 of New City Block 2308; North 1/2 of New City Block 2309; North 1/2 of New City Block 2310; North 1/2 of New City Block 2311; North 1/2 of New City Block 2312; North 1/2 of New City Block 2313; North 1/2 of New City Block 2314; North 1/2 of New City Block 2315; North 1/2 of New City Block 2316; North 1/2 of New City Block 2317; North 1/2 of New City Block 2318; North 1/2 of New City Block 2319; South 1/2 of New City Block 2332; South 1/2 of New City Block 2333; South 1/2 of New City Block 2334; South 1/2 of New City Block 2335; South 1/2 of New City Block 2336; South 1/2 of New City Block 2337; South 1/2 of New City Block 2338; South 1/2 of New City Block 2339; South 1/2 of New City Block 2340; South 1/2 of New City Block 2341; South 1/2 of New City Block 2591; South 1/2 of New City Block 2342; South 1/2 of New City Block 2343; South 1/2 of New City Block 2344.

8. All ordinances and parts of ordinances in conflict herewith are repealed, and the present classifications of said area is discontinued.

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

10. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage by a four-fifths vote of the Commissioners and signature of the Mayor, as made and provided by the Charter of the City of San Antonio.

11. 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.

12. PASSED AND APPROVED this 8th day of July, A.D. 1948.

ATTEST: Alfred Callaghan
 J. Frank Gallagher M A Y O R
 City Clerk * * *

APPRO. NO. 171 AN ORDINANCE 7529

APPROPRIATING \$197,847.50 OUT OF VARIOUS SINKING FUNDS
 TO PAY THE NATIONAL BANK OF COMMERCE AUGUST 1, 1948
 BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$197,847.50 be and the same is hereby appropriated out of the following Sinking Funds, payable to the National Bank of Commerce, San Antonio, Texas, City Depository and Fiscal Agent, to pay Bonds and Interest Coupons maturing August 1, 1948.

	BONDS	INT. COUPONS
<u>1928 Bond Issue</u>		
Sewer Disposal & Sanitary Sewer	\$ 32,000.00	\$13,961.25
Street Opening & Widening	15,000.00	6,693.75
Street Paving	19,000.00	8,372.50
Flood Prevention & Storm Sewer	13,000.00	5,588.75
Bridge	4,000.00	1,678.75
Police and Fire Building	8,000.00	3,357.50
Park Improvement	10,000.00	4,462.50
Library	13,000.00	5,588.75
Exposition Park	7,000.00	2,805.00
Governor's Palace	2,000.00	637.50
	\$123,000.00	\$53,146.25
Funding Bonds of 1940	18,000.00	630.00
Airport Bonds of 1941	None	3,071.25
	\$141,000.00	\$56,847.50
TOTAL.....		\$197,847.50

PASSED AND APPROVED on the 10th day of July, 1948

Alfred Callaghan
 ATTEST: M A Y O R
 J. Frank Gallagher
 City Clerk

* * *

APPRO. NO. 172

AN ORDINANCE 7530

APPROPRIATING \$509.20 OUT OF THE U. S. GOVERNMENT TAX ACCOUNT TO PAY NATIONAL BANK OF COMMERCE FOR CREDIT OF ACCOUNT OF FEDERAL RESERVE BANK, WITHHOLDING TAXES FOR THE MONTH OF JUNE, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$509.20, be and the same is hereby appropriated out of the U. S. Government Tax Account, payable to the National Bank of Commerce for credit to Account of Federal Reserve Bank of Dallas, Texas, Fiscal Agent of the United States - withheld taxes, being amount deducted from payrolls for the month of June, 1948.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 173

AN ORDINANCE 7531

APPROPRIATING \$244.26 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, EXCHANGE DEPARTMENT, PAYABLE TO THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO PAY EXCHANGE ON JUNE 1ST AND JULY 1ST, 1948 BONDS AND INTEREST COUPON MATURITIES, AND THE EXPENSE OF TWO TELEGRAMS CONCERNING MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$244.26, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Exchange Department, payable to the National Bank of Commerce of San Antonio, Texas, (\$241.08 to pay Exchange on June 1st and July 1st, 1948 Bonds and Interest Maturities and \$3.18 to pay the expense of two telegrams concerning maturities).

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 174

AN ORDINANCE 7532

ACCEPTING THE PROPOSAL OF GILLESPIE MOTOR COMPANY, 321 BROADWAY, SAN ANTONIO, TEXAS, TO FURNISH THE CITY OF SAN ANTONIO, RIVERSIDE GOLF COURSE DEPARTMENT, WITH ONE NEW FORD, 1948 MODEL, 1/2 TO 3/4 TON, 6 CYLINDER, PICK-UP TRUCK, AND APPROPRIATING THE SUM OF \$1,363.00 OUT OF THE 1948 GENERAL FUND, RIVERSIDE GOLF COURSE DEPARTMENT, IN PAYMENT OF SAME.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the proposal of Gillespie Motor Company, 321 Broadway, San Antonio, Texas, be, and the same is hereby accepted, to furnish the City of San Antonio, Riverside Golf Course Department, with one new Ford, 1948 Model, 1/2 to 3/4 ton, 6 cylinder Pick-up Truck, and appropriating the sum of \$1,363.00 out of the 1948 General Fund, Riverside Golf Course Department, in payment of same.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 175

AN ORDINANCE 7533

APPROPRIATING \$5,514.35 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, CONTINGENCY ITEMS, TO PAY EXECUTORS AND TRUSTEES OF THE ESTATE OF GEORGE W. BRACKENRIDGE, DECEASED, NOTE NO. 4 AND SEMI-ANNUAL INTEREST ON SEVEN NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,514.35, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Contingency Items, to pay the Executors and Trustees of the Estate of George W. Brackenridge, deceased, Note No. 4, and semi-annual interest at 3% on seven (7) Notes in the total sum of \$39,290.00 from February 1, 1948 to August 1, 1948, for 346.45 acres of land purchased from said estate as per ordinance dated July 27th, 1944.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 176

AN ORDINANCE 7534

APPROPRIATING \$83.72 OUT OF THE STREET AND BRIDGE C-45 FUND, PAYABLE TO THE CITY TAX COLLECTOR FOR 1947 TAXES ON PROPERTY PURCHASED BY THE CITY OF SAN ANTONIO FOR STREET OPENING AND WIDENING PURPOSES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$83.72, be and the same is hereby appropriated out of the STREET AND BRIDGE C-45 FUND, payable to the City Tax collector for 1947 taxes on property purchased by the City of San Antonio for Street opening and widening purposes - Lot 1 and 2, Block 63, NCB 205 from R. L. White Company, \$36.18 and Lot 2, Block 2, NCB 3849 from E. M. Kraus and wife, Carrie, \$47.54.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 177

AN ORDINANCE 7535

REPEALING \$76.57 OUT OF THE STREET AND BRIDGE C-45 FUND, MADE PAYABLE TO THE CITY TAX COLLECTOR UNDER APPROPRIATION NO. 144, DATED JULY 3RD, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$76.57, is hereby ordered repealed, out of the STREET AND BRIDGE C-45 FUND, made payable to the City Tax Collector for 1947 Taxes on property purchased by the City of San Antonio for Street opening and widening purposes under appropriation No. 144, dated July 3rd, 1948.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 178

AN ORDINANCE 7536

APPROPRIATING \$40.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, CIVIL SERVICE BOARD, TO PAY MEMBERS OF THE CIVIL SERVICE BOARD FOR SERVING ON BOARD MEETINGS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$40.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Civil Service Board, to pay the members of the Civil Service Board, as listed below, for serving on Board Meetings:

Temple Calhoun - 703 Frost Bank Bldg.....	\$10.00
Joe Olivares - 2201 Saunders Ave.....	10.00
C. E. Smeltz - c/o Elks Club.....	10.00
James Tafolla - Axtec Theater Bldg.....	10.00
	<u>\$40.00</u>

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 179

AN ORDINANCE 7537

APPROPRIATING \$2.05 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, CORPORATION COURT, TO PAY FRED HUNTRESS, COUNTY CLERK, FOR QUALIFYING FEE FOR NOTARY PUBLIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.05, be and the same is hereby appropriated out of the 1948 General Fund, Corporation Court, to pay Fred Huntress, County Clerk, for qualifying fee for Notary Public in Bexar County as shown below:

Eramso Longoria - 163 North Street.....\$2.05

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 180

AN ORDINANCE 7538

APPROPRIATING \$16.69 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT, TO REIMBURSE RALPH SWITZER, ASSISTANT AIRPORT MANAGER, FOR EXPENSES INCURRED BY MR. SWITZER AND TWO OF HIS MEN ON TRIP TO HOUSTON AND RETURN ON JULY 7, 1948 ON OFFICIAL AIRPORT BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$16.69, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport, to reimburse Ralph Switzer, Assistant Airport Manager, for expenses incurred by Mr. Switzer and two of his men on trip to Houston and return on July 7th, 1948, on official airport business, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 10th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 181

AN ORDINANCE 7539

APPROPRIATING \$8.60 OUT OF THE 1948 GENERAL FUND - PROCEEDS OF NOTES SAN ANTONIO MUNICIPAL AIRPORT - TO REIMBURSE RALPH SWITZER, ASSISTANT AIRPORT MANAGER FOR EXPENSES INCURRED ON TRIP TO AN FROM HOUSTON, TEXAS ON JUNE 29th,1948 THROUGH JUNE 30, 1948 ON OFFICIAL AIRPORT BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$8.60, be and the same is hereby appropriated out of the 1948 General Fund - Proceeds of Notes- San Antonio Municipal Airport- to reimburse Ralph Switzer, Assistant Airport Manager, for expenses incurred on trip to and from Houston, Texas, on June 29th, 1948 through June 30th, 1948 on official Airport business.

PASSED AND APPROVED on the 10th day of July,1948.

ATTEST: Alfred Callaghan
J. Frank Gallagher MAYOR
City Clerk * * *

APPRO. NO. 182

AN ORDINANCE 7540

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, MATERIALS AND SUPPLIES WITH HI-WAY MACHINERY COMPANY, 401 S. MAIN AVENUE, SAN ANTONIO 5, TEXAS PROPOSAL DATED 6/28/48

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Hi-Way Machinery Company, 401 S. Main Avenue, San Antonio, 5, Texas.

2. An appropriation is made hereby in the amount of \$20,197.50, from the 1948 Genl. Fund, Proceeds & Notes - Contingencies fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Hi-Way Machinery Company to furnish the City of San Antonio with three Austin-Western Model "40" Motor Sweepers at a total price of \$20,197.50 f.o.b. City of San Antonio, and appropriating the sum of \$20,197.50 out of the 1948 General Fund, Proceeds & Notes -"Contingencies" in payment of same.

This acceptance and contract is automatically null and void if complete delivery of above order on three sweepers has not been fully complied with, as per terms in said proposal. Complete delivery must be made within 60 days from date of order.

PASSED AND APPROVED this 10th day of July,1948

ATTEST: Alfred Callaghan
J. Frank Gallagher MAYOR
City Clerk * * *

AN ORDINANCE 7541

MAKING A DEED FROM THE CITY OF SAN ANTONIO TO
MRS. J. T. CURRY.

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

1. That this ordinance makes and manifests a deed from the City of San Antonio Mrs. J. T. Curry, in words and figures as follows:
2. That the City of San Antonio, a municipal corporation, situated in Bexar County, Texas, acting herein by and through Alfred Callaghan, its Mayor, who is thereunto duly authorized by virtue hereof, for and in consideration of the sum of \$500.00 cash to it in hand paid, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Mrs. J. T. Curry, of the County of Bexar and State of Texas, all that certain tract of land being a portion of the western part of Lot 16, New City Block 8334 and a part of the southern half of a closed alley, all being a part of Asbury Place Addition, within the corporate limits of the City of San Antonio Bexar County, Texas, more particularly described as follows, to wit:
3. Beginning at the intersection of the west line of Epworth Street and the north line of West Cincinnati Avenue; thence in a westerly direction along the north line of West Cincinnati Avenue, North 83 deg. 31 min. West, 432.85 feet to a point; thence in a northwesterly direction North 48 deg. 52 min. West a distance of 142.4 feet to a point; thence in a northerly direction North 6 deg. 29 min. East, 21.7 feet to a point on the north properly line of the new proposed R.O.W. of Bandera Road which is the southeast corner of this tract; thence in a northwesterly direction along a curve whose radius is 681.7 feet, the proposed new R. O. W. of Bandera Road 13.8 feet to the Point of Tangency of Said curve; thence in a northwesterly direction along the proposed ne R.O.W. line of Bandera Road, North 48 deg. 52 min. West 35.4 feet to a point which is the southwest corner of this tract; thence North 6 deg. 29 min. East 19.7 feet to a point on the center line of a 15 foot alley closed by City Ordinance July 31, 1946, said point being the northwest corner of this tract; thence south 83 deg. 31 min. East along center line of said alley, 40.5 feet to a point which is the northeast corner of this tract; thence South 6 deg. 29 min. West, 47.8 feet to a point which is the southeast corner of this tract;
4. To have and to hold the above described premises, together with all and singular the rights and singular the rights and appurtenances thereto in anywise belonging, unto the said Mrs. J. T. Curry, her heirs and assigns forever, so that neither the said City of San Antonio, nor its successors, nor any person or persons claiming under it, shall, at any time hereafter, having, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, except as to taxes or assessments.
5. In testimony whereof, the said City of San Antonio has caused these presents to be executed by its Mayor, attested by the City Clerk, and its corporate seal to be affixed, this 10th day of July A.D. 1948.

CITY OF SAN ANTONIO

By

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R.

City Clerk

* * *

AN ORDINANCE 7542

CLOSING ALLEY IN NEW CITY BLOCK 467; AND MAKING DEED
TO SMITH MOTOR SALES, A CORPORATION.

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

1. That the alley in New City Block 467, within the corporate limits of the City of San Antonio, Bexar County, Texas, be and the same is abolished, closed and abandoned as a public way of the City of San Antonio.
2. That this ordinance makes and manifests a deed of the City of San Antonio, which conveyance shall be executed by the Mayor of the City of San Antonio, in words and figures as follows:
3. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, Mayor, for and in consideration of the sum of \$900.00 to it in hand paid by Smith Motor Sales, a corporation, receipt of which is acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Smith Motor Sales, a corporation of the County of Bexar and State of Texas, the following tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as follows, to-wit:-
4. Beginning at a point on the north line of 12th Street, said point being the Southeast corner of Lot 1, in New City Block 467, and the southwest corner of this tract; thence in a northerly direction along West line of said 16 foot alley, being the east line of Lots 1,2,3,4,5,6,7 and 8, 400.0 feet to a point on the south line of Thirteenth Street, which is the northeast corner of Lot no. 8, and the northwest corner of this tract; thence in an easterly direction along the south line of Thirteenth Street 16 feet to a point; which is the northwest corner of Lot 16 and the northeast corner of this tract; thence in a southerly direction along the east line of said 16.0 foot alley, being the west line of Lots 16, 15,14,13,12,11 and 10, 350.0 feet to a point, said point being the northwest corner of Lot 9;

thence in a westerly direction along the north line of Lot 9, produced, 8 feet to a point on the center line of said 16 foot alley; thence in a southerly direction along the center line of said 16 foot alley, 50 feet to a point on the north line of 12th Street which is the south-east corner of this tract; thence in a westerly direction along the north line of 12th Street, 8 feet to the point of beginning.

5. That the part of the alley in New City Block 467 included within the boundaries of the property described herein shall be attached to New City Block 467 and shall be designated as Lot 18 thereof.

6. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Smith Motor Sales, a corporation, its successors and assigns, forever; and the said City of San Antonio does hereby bind itself, its successors and assigns to warrant and forever defend the title to said property unto the said Smith Motor Sales, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the City of San Antonio.

7. PASSED, APPROVED AND EXECUTED this 10th day of July, A.D. 1948.

City of San Antonio
By Alfred Callaghan

ATTEST:

J. Frank Gallagher

M A Y O R.

City Clerk

* * * *

AN ORDINANCE 7543

CLOSING ALLEY IN NEW CITY BLOCK 467: AND
MAKING DEED TO C. M. BROWNE AND WIFE, ETHEL
K. BROWNE.

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

1. That the alley in New City Block 467, within the corporate limits of the City of San Antonio, Bexar County, Texas, be and the same is abolished, closed and abandoned as a public way of the City of San Antonio.

2. That this ordinance makes and manifests a deed of the City of San Antonio, which conveyance shall be executed by the Mayor of the City of San Antonio, in words and figures as follows:

3. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, Mayor, for and in consideration of the sum of \$60.00 to it in hand paid by C. M. Browne and wife, Ethel K. Browne, receipt of which is acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto C. M. Browne and wife, Ethel K. Browne, of the County of Bexar and State of Texas, the following tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as follows, to-wit:-

4. Beginning at a point on the north line of 12th Street, said point being the Southwest corner of Lot 9, New City Block 467, and the southeast corner of this tract; thence in a westerly direction along the north line of 12th Street and along the south line of Lot 9, produced, 8 feet to a point, said point being the center of a 16 foot alley and the southwest corner of this tract; thence in a northerly direction along the center line of said 16 foot alley, 50 feet to a point which is the northwest corner of this tract; thence in an easterly direction along the north line of Lot 9, produced, 8 feet to a point, said point, being the northwest corner of Lot 9 and the northeast corner of this tract; thence in a southerly direction along the west line of Lot 9, 50 feet to the point of beginning.

5. That the part of the alley in New City Block 467 included within the boundaries of the property described herein shall be attached to New City Block 467 and shall be designated as Lot 17 thereof.

6. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said C. M. Browne and wife, Ethel K. Browne, their heirs and assigns, forever; and the said City of San Antonio, does hereby bind itself, its successors and assigns to warrant and forever defend the title to said property unto the said C. M. Browne and wife, Ethel K. Browne, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the City of San Antonio.

7. PASSED, APPROVED AND EXECUTED this 10th day of July, A.D. 1948.

City of San Antonio

Alfred Callaghan

ATTEST:

J. Frank Gallagher

M A Y O R.

City Clerk

* * *

APPRO. NO. 183

AN ORDINANCE 7544

TRANSFERRING \$35,000.00 FROM THE 1947 GENERAL FUND, TAXES, LICENSES, FINES, ETC. ACCOUNT TO THE 1948 GENERAL FUND, TAXES, LICENSES, FINES, ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby ordered transferred from the 1947 General Fund, Taxes, Licenses, Fines etc. Account to the 1948 General Fund, Taxes, Licenses, Fines etc. Account.

TRANSFERRED FROM;

1947 GENERAL FUND - TAXES, LICENSES, FINES ETC. ACCT,..\$35,000.00

TRANSFERRED TO:

1948 GENERAL FUND - TAXES, LICENSES, FINES ETC. ACCT...\$35,000.00

PASSED AND APPROVED on the 13th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 184

AN ORDINANCE 7545

APPROPRIATING \$145,069.03, OUT OF THE 1948 GENERAL FUND, TO PAY REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$145,069.03, be and the same is hereby appropriated out of the 1948 GENERAL FUND, to pay regular semi-monthly payrolls for period ending July 15, 1948, as follows:

PUBLIC AFFIARS IN GENERAL.....	\$ 23,549.81
TAXATION DEPARTMENT.....	6,107.50
PARKS, SANITATION & PUBLIC PROPERTY.....	18,205.52
STREETS & PUBLIC IMPROVEMENTS.....	13,216.28
FIRE & POLICE DEPTS.....	83,989.92
TOTAL.....	<u>\$145,069.03</u>

PASSED AND APPROVED on the 13th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 185

AN ORDINANCE 7546

APPROPRIATING \$50,016.91 (\$50,000.00 OUT OF THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$16.91 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY TWO (2) NOTES, NOS. 14 AND 15, INCL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1948 General Fund, Taxes, Licenses, Fines etc. Account, to pay Two (2) Notes, Nos. 14 and 15 of the 1948 General Fund Series, maturing on or before May 31, 1949.

and that the sum of \$16.91, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1948 General Fund Notes, Nos. 14 and 15 Incl., maturing on or before May 31, 1949.

PASSED AND APPROVED on the 13th day of July, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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