

<p>Fidelity Defense Housing Co. (Ritz Motel - 2958 E. Commerce) 1953 Rec. Code 5000 (Suppl Roll) Tr. 4 (7.48 Ac.) Impts only NCB 10241 - Improvements not complete - Investigator's Report reveals adjustment is on Supplement assessment which was figures on completed improvements, however, according to affidavit, the builder had spent 29,618 on June 1, 1953 - 60% -17770 partial value. The 1954 assessment is for 41,080. See attached affidavit.</p>	41,080.	17,770.
<p>Sunset Ridge Apts. Inc. - Real Property. 1953 Receipt No. (Code) 4300. Lot 1, 2, 3, 4, NCB 8699. Investigator's Report reflects that property not in San Antonio Independent School District; School taxes should be cancelled.</p>	1,374,580.	None
<p>Wylie C. Johnson, Rt. 8, Box 402-A, 1953 Rec. Code 1050, Over-assessed - E. Irr. 107.55' of Cir. 11, SE Irr. 115.44' of 522' of Cir. 12, NCB 144- Over-assessed Investigator's Report reveals the improvement involved on this correction was constructed the early part of the 20th Century. The age and condition will justify changing the percentage good from 60% to 50%. 1954 value has been corrected to 57,820. This property is located at Northeast corner of the intersection of Goliad St. and Alamo St.</p>	72,170.	57,820.
<p>E. J. Gray, 245 Allensworth, 1953 Rec. Code 2500, W. Irr Pts of 2 to 6, Arb. Al, Blk. 14, NCB 403 - The Board of Equalization of 1954, reduced the land value on this tract from assessed value of \$109,720.00 to \$101,040.00 for the fiscal year of 1954, and investigator recommends same be assessed in 1953 as set by Board of Equalization in 1954. Investigator's Report states: The above statement is true and correct and I concur in same. (signed) David H. Dewhurst.</p>	109,720.	101,040.

AN ORDINANCE 20,858 ✓

CHANGING THE NAMES OF CERTAIN STREETS LOCATED WITHIN THE CITY OF SAN ANTONIO

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

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

<u>Present Name</u>		<u>NEW NAME</u>
Lakeshore Avenue,	From West Commerce Street southeast to Southwest 19th Street	<u>Shore Drive</u>
South Crane Avenue,	From East Pryon Avenue south to East Crane	<u>Adelphia Avenue</u>
Bobby Lou Drive East,	From Austin Highway to Ashland Drive,	<u>Hartline Drive</u>

2. The City Engineer and the City Tax Assessor are directed to change their records accordingly, and the City Clerk is directed to forward a certified copy of this ordinance to the local Postmaster and to the publisher of the City Directory.

3. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,859 ✓

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

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

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

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 929 Morningside Drive, Lot 24, Blk. 15, Morningside Heights #4, Terrell Hills, County Block 5526 and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 6th day of January A. D. 1954.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,860

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

Same as Ordinance No. 20,869 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 109 Ivy Lane, Lot 9, Block 27, Co. B. 5742, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,861

AMENDING ORDINANCE NO. 19,820 PASSED AND APPROVED DECEMBER 10, 1953, ACCEPTING BID OF ALAMO ELEVATOR COMPANY FOR INSTALLATION OF WITTE MUSEUM ELEVATOR BY PROVIDING ADDITIONAL COMPENSATION IN THE AMOUNT OF \$357.50 ON INSTALLATION AS PROVIDED IN PAR. 2, PAGE 3 OF INSTALLATION SPECIFICATIONS

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

1. That Ordinance No. 19,820 be and the same is hereby amended by increasing the compensation provided in Ordinance No. 19,820 in the amount of \$357.50 as provided in Paragraph 2, Page 3 of installation specifications of subject Witte Museum elevator.

2. That the original compensation in the amount of \$9100.00 as provided in Ordinance No. 19,820 and the additional compensation in the amount of \$357.50 as provided herein be paid from 1-01 General Fund, Witte Museum, Account No. 16-00-00.

3. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,862

ACCEPTING THE ATTACHED BIDS OF VARIOUS VENDORS
TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF
PUBLIC WORKS WITH CERTAIN ITEMS OF TIRES AND TUBES
FOR A TOTAL OF \$3,279.46

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

1. That the low bids of Fred Luderus Tire Service, Hicks Rubber Company and Sanantex Oil Company, dated December 16, 1954 to furnish the City of San Antonio Department of Public Works, Street Maintenance Shops with tires and tubes for a total of \$3,279.46 be and the same is accepted hereby, as follows:

Fred Luderus Tire Service			
Item #1		\$974.70	
" #2		808.74	
" #5		70.92	
" #7		34.68	
" #8		12.84	
" #9		540.00	
" #12		9.92	\$2,451.80
Hicks Rubber Company			
Item #3		\$ 440.04	
Item #4		186.40	
" #6		60.30	
" #10		108.04	\$ 794.78
Sanantex Oil Company			
Item #11		\$ 32.88	32.88
			\$ 3,279.46

2. That the low bids of the above mentioned vendors are attached hereto and made a part thereof.

3. Payment is to be made from Fund 3-01 Central Stores.

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

5. PASSED AND APPROVED this 6th day of January, A. D. 1954.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,863

ACCEPTING THE ATTACHED LOW BID OF ACME IRON WORKS
TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF
PUBLIC WORKS WITH ONE CONVEYOR FOR A TOTAL OF \$6,750.00

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

1. That the low bid of Acme Iron Works, dated December 27, 1954 to furnish the City of San Antonio Department of Public Works with one Acme Model 24 gasoline driven conveyor for the amount of \$6,750.00, less 2%, 20 days be and the same is accepted hereby.

2. That the low bid of Acme Iron Works is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund, Department of Public Works, Account No. 09-04-01.

4. That all other bids received on this item are hereby rejected.

5. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,864

ACCEPTING THE ATTACHED LOW BIDS OF BIG THREE WELDING EQUIPMENT AND SAN ANTONIO MACHINE SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ITEMS OF STREET EQUIPMENT FOR A TOTAL OF \$2,074.00

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

1. That the low bids of Big Three Welding Equipment Company and San Antonio Machine and Supply Company, dated December 20, 1954 to furnish the City of San Antonio Department of Public Works, street maintenance with items as listed below for a total of \$2,074.00, be and the same is accepted hereby as follows:

Big Three Welding Equipment	
1 Lincoln Electric Welder	
Model S-6090	\$799.00

San Antonio Machine & Supply	
3 Water tanks, mounted	1275.00
	<u>\$ 2074.00</u>

2. That the low bids of Big Three Welding Equipment Company and San Antonio Machine and Supply Company is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund, Department of Public Works; Account No. 09-04-02 (\$799.00) Account No. 09-04-01 (\$1275.00) Total \$2,074.00.

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

5. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,865

ACCEPTING THE ATTACHED BID OF ALAMO WELDING AND BOILER WORKS TO REPAIR LHC TD-18 TRACTOR FOR THE DEPARTMENT OF PUBLIC WORKS FOR A TOTAL OF \$1,674.74

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

1. That the bid of Alamo Welding and Boiler Works, dated December 17, 1954 to repair LHC TD-18 Tractor for the Street Maintenance Shops, Department of Public Works in the amount of \$1,674.74 be and the same is accepted hereby.

2. That the low bid of Alamo Welding and Boiler Works, is attached hereto and made a part thereof.

3. Payment is to be made from Fund 3-01 Central Stores.

4. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,866

ACCEPTING THE ATTACHED BID OF TINER SPORTS TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH 25 REVOLVERS FOR A TOTAL OF \$1,201.50

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

1. That the bid of Tiners Sports, 110 Main Plaza, San Antonio, Texas to furnish the City of San Antonio Police Department with 25 Smith & Wesson, 38 Caliber, Military & Police 4" barrel revolvers for a total of \$1,201.50, be and the same is accepted hereby.

2. That the low bid of Tiners Sports is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund - Account #07-01-01.

4. That all other bids received on this item are hereby rejected.

5. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,867

MAKING A CONTRACT WITH FRANK T. DROUGHT, ENGINEER,
FOR PROFESSIONAL SERVICES AT THE SAN ANTONIO INTERNATIONAL
AIRPORT

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

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

2. That the parties to these presents each in consideration of the agreement made herein, do hereby covenant mutually, the City for itself and its successors, and the Engineer for himself and his successors, as follows, to-wit:

3. The Engineer will design, make and supply the City with all necessary plans, working drawings, and specifications for such construction and improvements at the San Antonio International Airport under the terms of Federal Aid Projects as are requested by the Director of Aviation to be entered into between the City of San Antonio and the Administrator of Civil Aeronautics, United States Department of Commerce under Federal Airport Act, Public Law 377, 79th Congress, 2nd Session, for additional runways, ramps, taxiways, lighting, drainage, parking areas, streets and gutters, sewer and water lines, and/or such other engineering design as may be requested by the City of San Antonio through the Director of Aviation. All such requests for work to be accomplished to be made in the form of a letter from the Director of Aviation specifying the work to be accomplished. Under no circumstances, shall any charges be made for work other than that specifically requested by the Director of Aviation of the City of San Antonio.

4. The Engineer shall deliver to the Director of Aviation of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and data, as built.

5. The Engineer shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide field parties and inspection.

6. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Engineer a basic fee as set forth below:

<u>Cost of Construction</u>		<u>Basic Fee</u>
Below	\$100,000	7.0%
\$100,000 to	\$250,000	6.5%
\$250,000 to	\$500,000	6.0%
\$500,000 to	\$750,000	5.5%
\$750,000 to	\$1,000,000	5.25%
Above	\$1,000,000	5.00%

In lieu of determining the basic fee percentage by this method, an estimate of the total costs of the program projected for the development of the field for the next two years shall be made. The basic fee percentage shall be determined on the basis of this over-all program cost. Should the total amount of contract work to be performed over a two year period from the date of this contract be enough to change the basic fee percentage, an adjustment in the total fee will be made before completion of the work in the program, and full credit for such payment shall be given the City of San Antonio at the time of completion of the detailed plans and specifications by the Engineer for any and all projects included in the construction and development program over the two year period. Any payments to the Engineer under this contract will be made at the office of the Auditor of the City of San Antonio, in Bexar County, Texas, by resolution of the City Council.

7. Partial payments of the fee shall be made as the work progresses and shall be in accordance with the percentage shown in Paragraph 6 of this contract. In consideration of the faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the supervision of the contractor to the completion of the construction, the City agrees and is bound hereby and obligated to pay the Engineer the specified compensation as follows, to-wit:

- a. Upon the completion and the acceptance of the preliminary estimates and preliminary report, 15% of the fee shall be paid upon an estimate approved by the Director of Aviation of the City of San Antonio.
- b. Upon the completion and acceptance of the detailed plans and specifications, 50% of the fee shall be paid upon an estimate approved by the Director of Aviation for the City of San Antonio.
- c. For the general supervision, 35% in partial payments made from time to time during the progress of the actual construction in accord with the progress on the job made by the contractor and based on the estimates issued and payments made to the contractor, shall be paid upon estimates approved by the Director of Aviation for the City of San Antonio.

8. General supervision shall include the necessary construction stakes for the contractor, and regular, frequent and periodic visits of the Engineer or his qualified representative to the job. It shall also include the checking of estimates submitted by the contractor for payment. It shall include a close liaison with the Civil Aeronautics Administration, District Airport Engineer's Office, 1300 Congress, Austin, Texas to see that the contractor is accomplishing the work to the satisfaction of this office as well as the City of San Antonio. Should resident supervision be required, the engineer shall be reimbursed for salary paid the resident supervisor by the City of San Antonio.

9. The Engineer shall perform his duties to the satisfaction of Director of Aviation, the City Manager, and such representatives of the City Manager on the job as the City Manager may appoint.

10. When requested to do so, the Engineer will make or procure preliminary estimates on the cost of the work. Upon the receipt of bids by the City for the construction, the Engineer shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.

11. The Engineer shall complete the necessary City standard form of advertisement for bids and for the general contracts for the said construction and keep the accounts for said construction. The Engineer will prepare all government forms required by the Civil Aeronautics Administration, such as change order, applications for grant payments, periodic estimates of cost, and any other necessary forms which apply to these projects and are required by the Federal Government for participation in the Federal Aid Project. The Engineer will issue the necessary certificates of payment and conduct the general administration and supervision of the work.

12. Should any project or part of any project be abandoned before completion or should the Engineer be discharged as provided in Paragraph 13, he will submit certified payrolls showing actual payroll cost and other expenses on the project to date, and shall be reimbursed on the basis of the payroll cost multiplied by two as compensation for all expenses, overhead and profit. Should any project or any part of a project on which detailed plans and specifications have been made not be constructed, the Engineer shall be paid as set forth in Paragraph #7, sub-paragraphs "a" and "b", but shall not be paid in accordance with Paragraph #7, sub-paragraph "c" for the general supervision of this work. Any element that may have been omitted in the description of the work of the Engineer but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Engineer as if the same has been specifically stated without any additional charge to the City.

13. In the event of the failure of said Engineer to abide by any of the terms of this contract, or, in the event of his failure to satisfactorily discharge any of the duties imposed upon him herein, his employment hereunder may be terminated by the City Manager. This contract shall remain in full force and effect for a period of two years from the effective date of this ordinance unless sooner terminated by written notice from the City Manager to the Engineer, in which case the City shall reimburse the Engineer in accordance with the terms of this contract for all services rendered up and until said written notice of termination of contract.

14. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written nor parole agreement with any officer or employees of the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

15. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

16. ACCEPTED as the contract between the City of San Antonio, and Frank T. Drought Engineer, this the ___ day of _____ A. D. 1955.

ENGINEER

AN ORDINANCE 20,868

AUTHORIZING BEXAR COUNTY TO COMPLETE ROAD CONSTRUCTION
ON HILLCREST DRIVE IN THE CITY LIMITS

WHEREAS, Bexar County commenced construction on Hillcrest Drive between Crest Drive and Broadview Drive, prior to the court decision holding this area to be in the City Limits; and,

WHEREAS, Bexar County has requested authorization by the City of San Antonio to complete such construction; NOW, THEREFORE:

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

1. That Bexar County and its County Engineer be and the same are hereby authorized to complete road improvements contracted for with private property owners on Hillcrest Drive between Sunshine Drive and Crest Drive, and between Sunshine Drive and Broadview Drive, in the City of San Antonio.

2. PASSED AND APPROVED this 6th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,869

RATIFYING AN ORDINANCE PASSED BY THE CITY
COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS,
ON THE 18TH DAY OF NOVEMBER, 1954 AUTHORIZING
THE ISSUANCE OF \$810,000.00 SEWER REVENUE BONDS

WHEREAS, it is deemed advisable that said ordinance of November 18, 1954,
be ratified and confirmed;

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

That the ordinance passed by the City Council in regular meeting on the 18th
day of November, 1954, authorizing the issuance of \$810,000.00 City of San Antonio,
Texas, Sewer Revenue Bonds and making certain covenants and pledges of revenues to
assure and secure the payment of said bonds and interest thereon as same respectively
mature, be and the same is hereby in all things ratified and confirmed.

PASSED AND APPROVED this the 6th day of January, A. D. 1955.

R. N. White
Mayor
City of San Antonio, Texas

ATTEST:
J. Frank Gallagher
City Clerk
City of San Antonio, Texas

AN ORDINANCE 20,870

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF BIRD BUILDING AND DEVELOPMENT COMPANY,
LLOYD A. DENTON, PRESIDENT

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

1. That the petition of Bird Building and Development Company, Lloyd A. Denton,
Pres., for a license to use the sanitary sewerage system of the City of San Antonio,
is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the
right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made
and maintained at the cost and risk of the Licensee, in conformity with the Ordinances
of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of
the Licensee, as same is now situated on said premises at 821 Morningside Drive, Lot
17, Co. Block 5526, Morningside Heights, Terrell Hills, and no other person shall be
permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions
hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the
City of San Antonio, and no use shall be made which might in any way impair the City
Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in
the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered,
the said Licensee agrees to pay the City of San Antonio, at the office of the License and
Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule
of fees fixed, and to be fixed, by ordinance of the City of San Antonio, said rental
commencing on the date of connection made with the City sanitary sewers; but in the event
the permit hereby granted is cancelled, for any reason, the pro rata amount of said
rental shall be returned, less any expense incurred by the City in the premises. The
City of San Antonio is given a lien on the real estate described herein, to secure the
payment of the sewer rental, and the City shall have the right to shut off the City water
supply to the premises described herein if the Licensee fails to stop the discharge of
sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises,
and all buildings situated thereon, during the continuance of this permit and while said
premises are connected with said City Sanitary Sewers, for the purpose of inspecting the
condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary
damage for failure to take and treat the sewerage of the Licensee, and said right of
action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 13th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,871 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF DAN DILLINGHAM AND MRS. DAN DILLINGHAM

Same as Ordinance No. 20,870 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 702 Elizabeth Road, Lot 1 and 2, Block 5, CB 5526 Terrell Hills.

AN ORDINANCE 20,872 ✓

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

Same as Ordinance No. 20,870 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 900 Morningside Drive, Lot 1 and West 10 ft. of Lot #2, Co. B. 5526, Block 12, Morningside Heights, Unit #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,873 ✓

AMENDING CHAPTER 60 OF THE SAN ANTONIO CITY CODE
BY ADDING THERETO A PROVISION TO BE KNOWN AS 60-76.1
PROHIBITING THE PARKING OF ANY VEHICLE FOR A PERIOD
OF LONGER THAN ONE HOUR AT DESIGNATED TIMES AND LOCATIONS

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

1. That Chapter 60 of the San Antonio City Code be and it is hereby amended by adding thereto Section 60-76.1 as follows:

It shall be unlawful for any person, or corporation to park or permit to be parked any vehicle for a period of longer than one hour between the hours of 7:00 A.M. and 7:00 P.M. on any day except Sundays, at the following locations:

Produce Row, South Side, 200 block.

2. Whereas, it is necessary for the safety of the City of San Antonio, in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering thereof, an emergency is created that this ordinance take effect immediately upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six (6) members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,874 ✓

GRANTING A PERMIT TO CONSTRUCT, INSTALL AND
CONNECT A SEWER MAIN TO THE CITY SEWER SYSTEM
AT THE EXPENSE OF PERMITTEE, AND GRANTING
PERMISSION TO CHARGE FOR CONNECTIONS THERETO
AT THE 600 BLOCK OF BRUNSWICK BLVD.

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

1. That Indalecio Campos, 229 Delaware Street, San Antonio, Texas, hereinafter called "PERMITTEE", is hereby granted by the City of San Antonio a permit and license to construct and connect a sanitary sewer line to the existing sewage system of the City of San Antonio, subject to the following conditions and stipulations:

2. That the City of San Antonio hereby authorizes and grants a permit to said PERMITTEE to construct and install approximately 500 lineal feet of 10-inch sewer main beginning at the existing stub on the east side of Bauer Street, and extending westward.

3. PERMITTEE shall file with the City Sewer Engineer a complete and detailed set of plans and specifications, bearing the approval of a licensed professional engineer, showing the place of connection with the City sewer system, the depth, size, location, gradient, capacity, manholes, T's, Y's, slants and appurtenances of the entire lines to be built by him and the same shall not be connected with the City sewer system until the construction has been fully paid for and said construction has been approved and the lines tested, all to the satisfaction of the City Sewer Engineer.

4. This permit hereby granted shall be for sanitary sewers and sewage and no use shall be made thereof which, in the opinion of the City Sewer Engineer, is detrimental to the sewerage system of the City of San Antonio, or which might impair the function of its sewage treatment plant.

5. Said sewer lines shall, when completed and connected with the City Sewer System, become the property of the City of San Antonio and become a part of its public sewer system.

6. It is expressly understood and agreed by the parties hereto that the sanitary sewer lines shall be built by the said PERMITTEE at his own expense and cost, and under no circumstances shall any part or portion of such cost or expense be chargeable to, or a claim of any character or kind against, the City of San Antonio.

7. It is further understood and agreed that PERMITTEE shall have the right and privilege in consideration for paying the entire cost of construction of said sewer line to charge and collect from each and every person or corporation desiring to connect with said sewer line constructed hereunder a fee not exceeding Fifty Dollars (\$50.00) for each connection thereto; The exact charge for connections to said lines shall be determined by dividing the final construction cost by the number of connections to be made thereto and shall be established by the Director of Public Works. This charge is to apply to all connections made either directly or indirectly to the above described sewer line. However, it is distinctly understood that the City of San Antonio shall not be responsible for the collection or for payment of any such charges. It is understood further that PERMITTEE shall be limited in his charges for connections to said sewer lines to an amount equal to the total cost of the installation, and it is further agreed that PERMITTEE shall, within ten (10) days following the completion of said sewer lines, file with the Director of Public Works a sworn statement setting out the total cost of such installation, and after the same has been accepted and approved, it shall be attached hereto and made a part hereof.

8. PERMITTEE further agrees that charges for connections to the above described sewer lines shall be made without exception and connections made to any property owned by PERMITTEE shall be computed in the amortization of construction costs.

9. Said PERMITTEE agrees to assume all responsibility and to protect said City from any and all damages or liabilities that might be caused by the installation, connection or construction of said above described sewer lines and further agrees that in the event any type of court action is brought against the City upon its refusal to permit a connection to said sewer line without prior payment to PERMITTEE of the appropriate charge therefor, or if the City is sued for damages due to its refusal to allow connections to said sewer lines based on this contract, PERMITTEE will hold the City free and harmless and will promptly intervene in any lawsuit or court action and will defend the same at his own cost and expense.

10. PERMITTEE agrees to submit a statement to the City Sewer Engineer reflecting all connections made to said sewer line within thirty (30) days from date of connections to the City sewers and shall keep and maintain in his office in the City of San Antonio a complete and detailed record of any and all connections made to said line and the same shall be open for inspection by authorized representatives of the City during regular business hours.

11. Failure upon the part of PERMITTEE to comply with any of the conditions and stipulations contained in this permit shall constitute a forfeiture of his right to collect the fees hereinabove provided and this permit shall not be conveyed or assigned unless authorized by the City Council.

12. This contract shall become effective upon adoption by the contracting parties, and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

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

14. The City Council of the City of San Antonio having authorized the execution of this instrument by the undersigned as the act of said City, the same is hereby executed this ____ day of _____, A. D. 1955.

15. PASSED AND APPROVED this 13th day of January A. D. 1955.

CITY OF SAN ANTONIO

By: R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

16. The above permit is hereby accepted.

Permittee

AN ORDINANCE 20,875

ACCEPTING BID OF BEN FRIEDMAN TO PURCHASE IMPROVEMENTS ON CITY-OWNED PROPERTY ON EAST FRANCISCAN STREET AND MAKING BILL OF SALE THEREFOR

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

1. That the bid of Ben Friedman, dated December 13, 1954, attached hereto and made a part hereof, to purchase improvements on City-owned property at 419 East Franciscan for the total sum of \$714.00, be and the same is hereby accepted.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to Ben Friedman as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through the Mayor, who is duly authorized by this ordinance, for and in consideration of the sum of \$714.00 cash, receipt of which is acknowledged hereby;

5. Has BARGAINED, SOLD AND DELIVERED, and does by these presents BARGAIN, SELL AND DELIVER unto the said Ben Friedman of Bexar County, Texas, the following described property, as is, to-wit:

1 - Five room frame house with metal roof,
located on Lot 14, New City Block 2906,
otherwise known as 419 East Franciscan.

6. It is further agreed and understood that the purchaser will be allowed twenty (20) days from the date of this instrument to remove the improvements purchased. In the event purchaser fails or refuses to comply with the terms and provisions of this ordinance, then purchaser shall forfeit the amount bid thereon to the City and the same shall be paid to the City and accepted by the City, as, and for, liquidated damages for such injury and damages as the City may suffer by reason of the non-performance of the conditions of the purchase contained herein. It is further expressly stipulated that the period of time fixed in this document, within which purchaser shall remove the property from the land upon which it is situated is the essence of this sale.

7. That it is also expressly stipulated that the agreement on the part of the purchaser to remove the property sold herein within twenty (20) days after the date of this instrument is and shall be construed, and is meant by the City and Purchaser as a condition precedent to passing of title to said property; and in the event that purchaser fails or refuses to remove said property within said period of time, then the City shall have the right to forthwith enter upon said premises and remove said property therefrom and said City shall have the right to dispose of same as it sees fit by sale, destruction or otherwise without liability on its part to the purchaser.

8. That Purchaser shall be fully responsible for the improvements and will protect the City of San Antonio from any acts or damages which might occur in or to the improvements prior to their removal from the property.

9. That purchaser has heretofore deposited with the City Clerk money or a cashier's check payable to the City in the amount of \$100.00, in addition to the purchase price, to insure the City of San Antonio that all rubbish and surplus material shall be removed from the premises within the allotted twenty days, and in the event purchaser fails to leave the premises in a clean condition as above provided, said \$100.00 shall be forfeited to the City and the same will be used to have said premises cleaned.

10. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

11. The above Bill of Sale is hereby accepted with full knowledge of all stipulations and conditions contained therein.

/s/ Ben Friedman
Ben Friedman
Purchaser

AN ORDINANCE 20,876

ACCEPTING BID OF R. H. HENDERSON TO PURCHASE IMPROVEMENTS ON CITY-OWNED PROPERTY ON FLATO, EAST FRANCISCAN, AND MCASKILL STREETS, AND MAKING BILL OF SALE THEREFOR

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

1. That the bid of R. H. Henderson, dated December 13, 1954, attached hereto and made a part hereof, to purchase improvements on City-owned property at 131 Flato, 425 East Franciscan, and 116 McAskill for the total sum of \$202.50, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.
3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to R. H. Henderson, as follows:
4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through the Mayor, who is duly authorized by this ordinance, for and in consideration of the sum of \$202.50 cash, receipt of which is acknowledged hereby;
5. Has BARGAINED SOLD AND DELIVERED, and does by these presents BARGAIN, SELL AND DELIVER unto the said R. H. Henderson of Bexar County, Texas, the following described property, as is, to-wit:
- One two-room frame house, composition roof, and single garage, located on Lot 26, Block 3, New City Block 6082, commonly known as 131 Flato Street.
- One three-room frame house, composition roof, located on Lot 15, New City Block 2906, commonly known as 425 E. Franciscan Street.
- One three-room frame house, metal roof, located on Lot 15, Block 3, New City Block 6082, commonly known as 116 McAskill Street (rear house not included).
6. It is further agreed and understood that the purchaser will be allowed twenty (20) days from the date of this instrument to remove the improvements purchased. In the event purchaser fails or refuses to comply with the terms and provisions of this ordinance, then purchaser shall forfeit the amount bid thereon to the City, and the same shall be paid to the City and accepted by the City, as, and for, liquidated damages for such injury and damages as the City may suffer by reason of the non-performance of the conditions of the purchase contained herein. It is further expressly stipulated that the period of time fixed in this document, within which purchaser shall remove the property from the land upon which it is situated is the essence of this sale.
7. That it is also expressly stipulated that the agreement on the part of the purchaser to remove the property sold herein within twenty (20) days after the date of this instrument is and shall be construed, and is meant by the City and Purchase as a condition precedent to passing of title to said property; and in the event that purchaser fails or refuses to remove said property within said period of time, then the City shall have the right to forthwith enter upon said premises and remove said property therefrom and said City shall have the right to dispose of same as it sees fit by sale, destruction or otherwise without liability on its part to the purchaser.
8. That Purchaser shall be fully responsible for the improvements and will protect the City of San Antonio from any acts or damages which might occur in or to the improvements prior to their removal from the property.
9. That purchaser has heretofore deposited with the City Clerk money or a cashier's check payable to the City in the amount of \$100.00, in addition to the purchase price, to insure the City of San Antonio that all rubbish and surplus material shall be removed from the premises within the allotted twenty days, and in the event purchaser fails to leave the premises in a clean condition as above provided, said \$100.00 shall be forfeited to the City and the same will be used to have said premises cleaned.
10. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

11. The above Bill of Sale is hereby accepted with full knowledge of all stipulations and conditions contained therein.

R. H. HENDERSON
Purchaser

A RESOLUTION

AUTHORIZING AND DIRECTING THE CITY TAX ASSESSOR
AND COLLECTOR TO CORRECT AND ADJUST THE CITY TAX
ROLLS DUE TO CERTAIN ERRORS APPEARING IN THE ASSESSMENT
OF PROPERTY OWNED BY ALAMO HOME BUILDERS

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

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

That the Assessor and Collector of Taxes is hereby authorized and directed to enter upon the tax Rolls of the City of San Antonio, and the original receipt therefor, the following corrections, adjustments and remissions of taxes. The City Attorney is authorized to take legal action for collection of taxes herein listed where necessary. These corrections, remissions, and adjustments are ordered for the individual reasons as listed herein below. The Assessor and Collector is hereby authorized and directed to correct and adjust his records so that the following amounts be accepted and cancellations, where shown, be allowed in reference to the following;

	<u>Value On Roll</u>	<u>Corrected Value</u>
Alamo Home Builders, 1952 Rec. Code 6000, Lot 14, Block 12, NCB 6051 - Vacant Lot - Investigator's Report reveals Inspection of above lot showed that it is a vacant lot now and was a vacant lot 6-1-51, therefore, the improvement value should be cancelled for 1952.	870.	70.
PASSED AND APPROVED this the 13th day of January A. D. 1955.		
	R. N. White Mayor	
ATTEST:		
J. Frank Gallagher City Clerk		
American Dev. Corp. (Frank C. Woftomiez) 1953 Rec. Code 6750, Lot 27, Blk. 10, NCB 10804 (New Annex) House not complete 6/1/53. (Location of this property on E. Acker between Gladnell and Wallhalla) - Investigator's Report reveal above charged as a completed residence but was only 50%, as of June 1, 1953, therefore an adjustment of \$1590 should be made. (See attached letter) Permit 10859 dated 4/22/53/ The 1954 value is Land 430; Improvement 3890; Total 4320.	3960.	2370.
Ernestine S. Clark, 1953 Rec. Code 4000, Lot 12, Blk. 9, NCB 3571 - Improvements over-assessed - (Location of this property is 141 Dunning between Kinney and Kent Place) Investigator's Report reveals percentage good was reduced from 45% to 35% because of the age and the condition of the building, it is recommended that the 1953 value be reduced to the 1954 value as follows: Land 500; improvements 3270; Total 3770. (See letter of recommendation)	4700.	3770.
Lloyd Denton (Sam & Mary Goldsmith) 1953 Rec. Code 8800, W 25 ft. of 22 & E 60 ft. of 23, Blk. 16, NCB 10416 - Lot vacant 6/1/53. (Location of this property is 207 Tophill Drive) - Investigator's Report reveals Permit No. 12721 dated May 27, 1953, for above house with slab completed on or about June 4. The 1953 taxes should be for a vacant lot only. (See attached affidavit) The 1954 value is Land 1420; Improvements 7750; Total 9170.	9170.	1420.
Jules DeWinne, 1953 Rec. Code 2000, 1 Tract E Pt. of Blk. NCB 2725-2726, NCB 2725 - Air-conditioning double-assessed - Investigator's Report reveals the air-conditioning charged to above improvements is cancelled because it is owned by Handy-Andy and is charged to them on Personal Property.	82,130.	70,900.
J. A. Drossos, 1953 Rec. Code 7200, S. 210 ft. of N. 420 ft. of A, NCB 10102 - Error in land value. (Location of this property is on United States 281 off Oblate Drive) Investigator's Report reveals land value was computed correctly, however, instead of carrying forward to face of blue card the sum of 11,382 the sum of 13,380 was entered, resulting in a difference of \$2,000 appraised value. The 1954 land is Land 6830; Improvements 16580; Total 23,410	24,610	23,410.
Mario Elizondo (Eulalio Rios) 1953 Rec. Code 5000, N Pt of 94, NCB 8237 - Lot is vacant (Location of this property is a Tri between Durango and State Highway 3 - U S 90 - Investigator's Report reveals inspection made of the above lot on 9/2/54 by Mr. G. Fleming. It is a vacant lot and was vacant on 6/1/53, therefore, the value of \$220 improvement value should be cancelled. The 1954 land is valued at 980 only.	1,200.	980.

J. E. Forster & Son, Inc. 1951 Rec. No. 130655, Personal Property - Erroneous assessment - Investigator's Report reveals this assessment is erroneous and carried on the unrendered roll. J. E. Forster & Son were not in business June 1, 1951. See attached Report and Affidavit.	350.	None
Fred & Edith L. Garcia, 1953 Rec. Code 300, W. Irr. 120.5' of A, Blk. A, NCB 3559 - Improvements over-assessed (Location of property is on Bank Street and So. Flores Street) - Investigator's Report reveals area refigured and unit changed from \$2.80 overall to \$2.00 on one part and \$3.25 on other part of building @ 70% good which makes a \$700 reduction on commercial building. The 1954 value is Land 2620; Improvements 4210; Total 6830.	7530.	6830.
Samuel M. & Cecelia Gorneau, 1953 Rec. Code 8000, Lot 4, Blk. 4, NCB 830 - Land calculations were in error and corrected for 1954. (Location of this property is on N. St. Mary's St., between E. Euclid and E. Elmira St.) Investigator's Report reveals the 44.78 unit price used should have been \$30.78, therefore, a cancellation is due on \$3140. value. This property has been separated for the fiscal year 1954 and described as the N. Tri. 112.9' of 4 and the land value is \$1700 for 1954.	5320.	2180.
Claude Gutierrez (assessed to Mary Lundin) Receipt No. (various, listed below) E 40' of W 124.4' of 6, Arb. A2, Blk. 49, NCB 564 - Erroneous assessments, proper separations not made. Investigation reveals taxpayer bought property on Aug. 8, 1948 and was charged for and paid taxes for years 1946 & 1947, See attached Exhibit "A". For years 1948 to 1951, property has been erroneously carried on the rolls under the name of Mary Lundin, See attached Exhibit "B". Penalty and interest determined not to be due in lieu of re-assessing.	(1946 Rec. #74362) (1947 " #81349) (1948 " #85300) (1951 " # 6031)	340. 600. 630. 650.
E. H. and Elva E. Hawkins, 2842 Castroville Rd., 1953 Rec. Code 6700, Lots 1-2-3-4-5-6 & W 3 ft. of 7 Blk. 22, NCB 8993 - House not complete (Location of this property is on Castroville Rd. between 40th and 41st Streets) Investigator's Report reveals there are two houses charged as complete on the above lots, but inspection 7/8/54 revealed that one house is only 50% complete; therefore, an adjustment of 550 should be made. The same value will remain for 1954 as the one house was only 50% completed 7-8-54. The 1954 value is Land 1000; Improvements 3390; Total 4390.	4940.	4390. (City only)
Mrs. O. Hegeman, 1953 Rec. Code 6000, S. 40 ft. of 3, Arb. A3, Blk. B, NCB 935 - Improvement value in error - Investigator's Report reveals the percentage good on the improvements was reduced by the Board of Equalization from 70% to 65% but the reduction did not show on the assessment. Therefore, the 180 adjustment should be made. The 1954 value is Land 750; improvements 2250; Total 3000.	3180.	3000.
Mrs. O. Hegeman, 1953 Rec. Code 5000, N. 83 ft. of S. 123 ft. of 3, Arb. A3, Blk. B, NCB 935 - Error in assessed value of improvements (Location of this property is on Cedar Street between S. Alamo and Pereida) Investigator's Report reveals the reduction shown on above improvements was given by the Board of Equalization but did not show on the assessment. Reduction made by reducing the percentage good from 55% to 50%. Because of this the 190 adjustment should be made. The 1954 value Land: 1100, Improvements 1930; Total 3030.	3220.	3030.
Aurelia Hernández, et al, 1953 Rec. Code 2000, Lot 14, Blk. 40, NCB 8923 - House incomplete 6/1/53. (location of this property is on Kingsbury between Quintana and Holder) - Investigator's Report reveals above improvement charged as complete for 1953. However, inspection 7/26/54 showed the house only 40% complete on that date. Therefore, an adjustment of 840 should be made on improvements for 1953, since the tax year begins 6/1/53 and the house was not complete on that date. The 1954 value is Land 470; Improvements 610; Total 1080 is correct as the house was still only 40% complete 7/26/54.	1920.	1080.

Sterling Houston, Receipt No. (various, listed below)
S. 43.34' of N. 86.67' of 1 & 2, & N. 43.33' of 1 & 2,
Blk. 2, NCB 1518; and Lot 1, Blk. 14, NCB 1450 - Over-
assessed - Investigator's Report reveals improvement
values over-assessed and recommendations are made from
a re-appraisal report of Mr. Clarence Brandt, made the
week of November 22, 1954, for decrease of improvement
values. Corrected improvement values correspond to
1954 assessments. Penalty determined not to be due.

S. 43.34' of N. 86.67' of 1 & 2, Blk. 2, NCB 1518 (518 Walters St.)	(1950 Rec. #16721)	5,050.	2,290.
	(1951 " #17461)	5,050.	2,290.
	(1952 Code 600)	3,850.	2,290.
	(1953 Code 600)	3,180.	2,400.

N. 43.33' of 1 & 2, Blk. 5, NCB 1518 (516 Walters St.)	(1947 Rec. #77493)	2,740.	1,460.
	(1948 " #80990)	2,740.	1,460.
	(1950 " #16720)	2,740.	1,460.
	(1951 " #17460)	2,740.	1,460.
	(1952 Code #300)	2,740.	1,460.
	(1953 Code #300)	1,690.	1,590.

Lot 1, Blk. 14, NCB 1450. (302 Ezell St.)	(1953 Code 1000)	4,620.	3,490.
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Herman C. & Viola Lewis, 1953 Rec. Code 4200,
Lot 16, Blk. A, NCB 632 - Improvement value posted
in error. (Location of this property is on Cactus
St., between Nebraska and Nevada) Investigator's
Report reveals improvement value is adjusted to
conform to work card. The \$1870 improvement value
was posted in error. The correct value: Land 270;
Improvements 550: Total 820. The 1954 value will be
the same as the corrected 1953 value.

	2,140.	820.
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Lucian D. Lewis, (Various years & Receipt Nos.)
Lot 4, Blk. 8, NCB 3935 Over-assessed - Investigator's
Report reveals Martinez Creek runs thru said Lot 4, and
same is practically unusable and David H. Dewhurst, Land
Appraiser recommends value of \$20.00 be placed on said
lot for the years prior to 1946. See Attached Report.
Penalty determined not to be due.

(1930 Rec. #21804)	150.	20.
(1931 " #20184)	150.	20.
(1932 " #36702)	130.	20.
(1933 " #35737)	130.	20.
(1934 " #30054)	130.	20.
(1935 " #36827)	130.	20.
(1936 " #38414)	130.	20.
(1937 " #41855)	130.	20.
(1938 " #21087)	130.	20.
(1939 " #46777)	130.	20.
(1940 " #51525)	60.	20.
(1941 " #51689)	60.	20.

Santiago Lopez, Rec. No. (various, listed below)
Lot 25, Blk. 4, NCB 8960 - Vacant Lot (this property
located on Chalmers St., between Ferndale and Orey
Avenues) - Investigator's Report reveals this lot has
never been improved. Penalty inspected by G. Fleming
11/29/54. There is a new residence to be charged in
1955, but there is not any evidence of an old bldg. to
be found. Therefore, it is recommended that the above
improvement be cancelled. See attached affidavit. The
survey corrected same for the year 1953.

(1947 Rec. 42181)	280.	50.
(1948 " #41362)	280.	50.
(1949 " #111322)	280.	50.
(1950 " #11583)	280.	50.
(1951 " #116403)	280.	50.
(1952 " #4200)	280.	50.

Joe F. Lutteringer, 1953 Rec. Code 2500, Lot 2, Blk. 8,
NCB 2600 - Building over-assessed - (Location of this property
is on Lubbock between Dewitt and Lamm Streets.) Investigator's
Report reveal the improvement of this property located at 215
W. Lubbock Street was built around the year of 1896. The
percentage good should be reduced from 70% to 50%. Inspected
4/7/54 by Mr. Fleming. The 1954 value is land 510; Improvements
800; Total 1310.

	1,630.	1,310.
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Adeline E. Lutteringer, 1953 Rec. Code 1200, Lot 6, Blk. 17,
NCB 2617 - Building is old and in ill-repair (Location of
this property is on Lubbock between Dewitt and Lamm Streets)
Investigator's report re-inspection of the above improvements
showed that because of the age and the condition, the
percentage good should be reduced from 65% to 50%. This
reduces the improvement value 570. Inspection made by A. H.
Young. The 1954 value is Land 440; Improvements 1100; Total
1540.

	2,110.	1,540.
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Madeline Milner, 1953 Rec. Code 6000, Lot 19-20, Blk. 15, NCB 6535 - Area in error - Investigator's Report reveals the area of house corrected from 2108 sq. ft. to 1458 sq. ft. and unit cost adjusted to new area from \$6.40 to \$6.80 making a reduction in improvement value of 480. 7,920. 7,440.

Missionary Society of Oblate Fathers, 1953 Rec. Code 1000, Tract 1 (113.05 Ac.) NCB 11692 - Error in land calculations - (location of this property is the S.W. corner Vance Jackson & Blanco Rd.) Investigator's Report reveals mis-calculations in the land value. Sixty percent (60%) of appraised value should have been \$67,830 but was charged with \$111,610; Separation has been made for 1954, therefore, the value would not cover the same amount of property. 114,790. 71,020.

L. E. and Aline Mounger, 1953 Rec. Code 7000, E. 100 ft. of A4, Blk. 20, NCB 2038 - Improvement value over-assessed - Investigator's Report reveals the 1954 Board of Equalization reduced the improvement value from \$4280. to 2150. After a recent inspection by Mr. Clarence Brandt of Assessor's Office, it was recommended the 1953 value be adjusted to Land \$980. Impts. \$2150., Total \$3130. See attached Report. Penalty determined not to be due. 5,260. 3,130.

Sam and Jake Gossen Neiten, 1953 Rec. Code 200, Lot 3 & S. 20.59' of 2, Blk. 3, NCB 6721 - Too many stores charged. (Location corner of S. Flores and Octavia Streets. This is in the Harlandale School District) Investigator's Report reveals adjustment is made to correct error in the number of stores in the building - eight stores were charged but there is space for six - sets of plumbing etc. The 1954 value is land 1430 and improvements 7130, and the Total 8560. 11,210. 8,560.

Sam and Jake Gossen Neiten, 2305 W. Gramercy, 1953 Rec. Code 100, Lot 1 & N. 30.39 ft. of 2, Blk. 3, NCB 6721 - Too many stores charged (The location of this property corner of S. Flores Street and Octavia) Investigator's Report reveals the above adjustment is made to correct error in the number of stores in building. Eight stores were charged but there is space for only six with six sets of plumbing, etc. The 1954 value is as follows: Land 1890; Improvements 7420 making a total of 9310. 12,070. 9,310.

Ng Lin Jong, 1953 Rec. Code 3000, N. Irr 57.8 ft. of S. Pt. of 6, Blk. 18, NCB 8758 - Land value correction (this property is located on State Highway No. 2 between King Ave. and Peabody Ave.) Investigator's Report reveals the land value was in error. The lot was figures between parallel lines when it should have been figures as a triangle lot 107 x 50 Correction made for 1954. 1,320. 820.

Inez Nino, 1953 Rec. Code 4000, Lot 4, Blk. A, NCB 6323 - Improvements over-assessed (Location of this property is 1515 N. Alamo St.) - Investigator's Report reveals re-inspection of the above improvements showed an over-assessment and percentage good reduced on the house from 75% to 60% and on the garage from 75% to 25% account of the age. (over 100 years old.) The 1954 value is Land 1390; Improvements 2820; Total 4210. 5,070. 4,210.

Anna K. Oakley, 1953 Rec. Code 5800, Cir. 14, NCB 134 - Improvemtns over-assessed. (Location of property is on S. St. Mary's St. between E. Nueva and Arciniega) Investigator's report reveals improvements were inspected by Mr. Fleming - Result: Percentage good was reduced from 50% to 40% accout of the age of building etc. The house was built in 1890. The 1954 value is Land 5230; Improvements \$2050; Total 7280. 7,790. 7,280.

Lottie Parson, 1950 Rec. No. 127545, Personal Property - Over-assessment - Investigation reveals apartment furnishings are nine years in use and furniture is plain and ordinary and values are excessive. Penalty determined not to be due. 1,000. 600.

George B. Popham, 1953 Rec. Codes 800 and 9500, S. 12 ft. of N. 122 ft. of 20, and S. 12 ft. of N. 122 ft. of 19, NCB 6012 - Does not exist - Investigator's Report reveals after checking the records in the Assessors Office and the City Engineers office it was found that S 12 ft. of Lots 19 and 20 do not exist. The lots existing in this City block are Lots 14 to 18 and 26 to 30. 10. None

Harold H. & Vivian Pleasant, 1953 Rec. Code 3480, Lots 35-36, Blk. 10, NCB 3493- Improvements over-assessed (Location of this property is on Kirk between Marian and Garland Streets) Investigator's Report reveals the above improvements re-inspected 6/24/54 by Mr. G. Fleming. Result - class lowered from a 7 to a 7 and the percentage good from 70% to 65% making a reduction in the improvement value of 370. The house was built in 1930 and the condition warrants a correction in the class and percentage good. 3040. 2670.

The 1954 value is Land 430; Improvements 2240; Total 2670.

Mrs. Alfred Reeh, 1953 Rec. Code 1000, Lots 1-2 & 7, Blk. 1, NCB 2929- Investigator's Report reveals LS THE improvement value on Lots 1, 2, and 7, Blk. 1, NCB 2929 was reduced by the 1954 Board of Equalization from \$8030 to \$6830. After re-inspection of this property by Mr. Fleming of the City Tax Office, the Building Appraiser Supervisor recommended that the 1953 value be adjusted to: Land \$9780, Impts \$6830, Total \$16,610.

17,810. 16,610

Oscar A. and Mary Ruth & Olivia Reeh, 1953 Rec. Code 2000, Lot 3, Blk. 1, NCB 2929 - Investigator's Report reveals this lot is on Roosevelt Ave. and is the 3rd lot from Mitchell St. The Board of Equalization of 1953 made a rule to reduce the 3rd lot from a corner which was not done on this lot. The B. of E. of 1954, reduced the frontage on this lot from \$100 to \$75. per front foot, and Mr. David H. Dewhurst, Land Appraiser, recommended that the assessment on land be reduced from assessed value of \$3680 to \$2680. as set by B. of E. of 1954.

3,680. 2,680.

J. C. Rice, 1953 Rec. Code 3950, Lot 54, Blk. 9, NCB 8997 - Lot is vacant (This property is located on Ardmore Street between 41st and 40th Streets) - Investigator's Report reveals the above lot is vacant. However, the 1953 taxes were paid July 31, 1954, on the land and the improvement value. Therefore, the owner asks for a refund of \$3.96, which is the amount of taxes paid on the improvement value. The inspection was made by G. Fleming. The 1954 has been corrected.

260. 60.

Mrs. Genevieve Rowe, 1953 Rec. Code 2400, Lot 9, Blk. 29, NCB 7680, Improvements over-assessed (location of this property is on Bonner Street between Trenton and Curtis) - Investigator's Report reveals re-inspection of improvements on Lot 9 on 7/27/54. Unit reduced from \$5.10 to \$5.00 and percentage good from 75% to 70% on the house; unit on the garage from \$1.20 to \$1.10 and percentage good from 70% to 40% The house was built in 1922 and this new figure conforms to other structures of the same condition etc. Inspection made by Mr. Fleming.

2,900. 2,770.

S. A. Loan & Trust Co. No. 1, 1953 Rec. Code 7600, 1 Lot A19-18-19 & N Irr Pts of 14-15-16-17, Arb. A2, NCB 1036 Assessment greater than the sale price. (location: Faces Jones with N.E. back lot on river.) Investigator's Report reveals the above property was purchased April 15, 1954 for \$125,000.00. The corrected value represents 80% of this current sale price. See attached Earnest Money Contract. The 1954 value is Land 30260; improvements 69740; Total 100,000.

128,610. 100,000.

Minerva C. Schmitt, 1950 Rec. No. 128856 and 1951 Rec. No. 135531 - Personal Property - Over-assessment - Investigation reveals assessment values on furnished apartment is excessive. See attached Report. Penalty determined not to be due.

(1950) 200. 130.
(1951) 200. 130.

Mrs. William Schroeder, 1943 and 1949 Rec. Nos. 55629 and 128357, Personal Property - Erroneous assessments - Investigation reveals that Mrs. Schroeder who is ninety years of age, assessed the furniture in error, as she only owned the real estate. See attached Report and affidavit.

(1943 Rec. #55629) 260. None
(1949 Rec. #128357) 2000. None

Mrs. Otilie Somnitz, Receipt No. (various, listed below) Lots 1-2-3 Blk. 2, NCB 7892 - Lots vacant (Location of this property is on Elks Drive between Orey St. and Buffalo) - Investigator's Report reveals inspection of above land made by Mr. Fleming 11/22/54. It is vacant land and there are no signs of any improvements ever being on this property. Therefore, the 720 improvement value charged should be cancelled for the years mentioned below.

(1949 Rec. #95649) 770. 50.
(1950 " #97549) 810. 90.
(1951 " #102131) 810. 90.
(1952 Code 600) 810. 90.

Stanley Shoe Stores, Inc. Rec. No. (various, listed below) Personal Property - Over-assessments - Investigator's Report reveals assessments are excessive for years involved. Based on affidavits, attached for each year, to Investigator's Report, it appears assessed values on the tax rolls are excessive. See Report with attached affidavits. Penalty determined not to be due.

(1950 Rec. #129442) 18,400. 7,670.
(1951 " #136065) 18,400. 6,570.
(1952 " #134955) 18,400. 11,830.
(1953 " #134955) 18,400. 11,540.

Star Courts, 1951 Rec. #138085 and 1952, Rec. No. 13503 - Personal Property - Over-assessed. Investigator's Report reveals cabins were built and furnished over a period of twelve years, and based on the use and depreciation personal property value should not exceed \$1,400.00 for the years 1951 and 1952. See attached Report. Penalty determined not to be due.	(1951) (1952)	2,000. 2,000.	1,400. 1,400.
Otto Stehling, 1953 Rec. Code 2840, Lot 12, Blk. 3, NCB 7303 - Improvement value over-assessed - Investigator's Report reveals the 1954 Board of Equalization reduced the improvement value from \$2150 to \$1750. After re-inspection by Mr. Fleming of the City Tax Office, on December 10, 1954, it was recommended that the 1953 valuation be adjusted to value approved by B. of E. Land \$610, Impts. \$1750, Total \$2360. Penalty determined not to be due.		2,760.	2,360.
M. A. Tyler, 1953 Rec. Code 7000, Red D., Blk. 95, NCB 257 - Improvements over-assessed. (816 N. Medina St.) Investigator's Report reveals this old building located at 816 N. Medina Street was appraised at 50% good by the Re-Survey. This building is not more than 35% good. The 1954 value is Land: 970; Improvements 1260; Total 2230.		2,770.	2,230.
Otto C. Uhl, 250 Sherwood Dr. City, 1953 Rec. Code 1300, Pts of NCB 834 & 819 - Arb. AD-Irr 47.07' on 7th St. (formerly River Channel) - This parcel was sold to Uhl, on Nov. 5, 1953, by City of San Antonio, therefore was not responsible for any taxes prior to date of purchase (he only owes for 6 months & 25 days) and City owes for 5 months & 5 days. Investigator's Report reveals investigation shows deed and City ordinance, dated November 5, 1953, and above reasons are correct.		5,310.	3,024.
Van Ness Food Store, 1947 Rec. No. 94577 and 1949 Rec. No. 129822, Personal Property - Over-assessment Investigation reveals assessments are excessive, that they are unrendered for the years 1947 and 1949, and that Mr. Rodriguez was forced to close the business in the early part of 1950, and assessed value should not exceed \$1,500 for each year. See attached Report and affidavit. Penalty determined not to be due.	(1947) (1949)	3,850. 3,650.	1,500. 1,500.
Wallis Millwork Co., 217 Lombrano St. 1953 Rec. Code 3000, Lots 10-11 (Impts Only) Blk. 6, NCB 208, Building over-assessed - Investigation reveals this property is located on Lombrano St. between N. San Marcos and N. Comal Sts. The old corrugated iron commercial building was constructed of used material over thirty (30) years ago. The percentage good of this structure should be corrected from 55% to 35% The 1954 value is: Improvements only 4310; Total 4310.		6,990.	4,310.
R. Newton White, 1953 Rec. Code 5000, Lot 11, Blk. 4, NCB 7642, Vacant Lot (this property is located on Wahrmond Ct. between South Presa & Groos) - Investigator's Report reveals the improvement value charged to above lot belongs on Lot 12 and has been back taxed and should be cancelled on Lot 11, as it is a vacant lot. The inspection was made by G. Fleming 10/24/54. The correction has been made for 1954.		2,750.	310.
Mrs. Charles R. Allen, 1953 Rec. Code 500, Lot 1, & W. 15' of 2, NCB 1885 - Investigator's Report reveals above improvements re-inspected June 24, 1954 by Mr. Fleming. Result - because of age and condition an additional 5% depreciation was given house built in 1906 instead of 1915 as shown on records. Owner did not appear before the Board. The new total assessment of 10890 has been put on 1954 books		11,630.	10,890.
Cecil W. & Mary V. Bain, 1953 Rec. Code 2500, Lot 18, Blk. 5, NCB 9104 - Over-assessed - Investigator's Report reveals correction in number of baths, kind of floors, etc., reduced the class from 10-9, making an \$1800 reduction in value. Re-inspected by Mr. Fleming.		9,680.	7,880.
Gus Bertetti, 1953 Rec. Code 3600 (Supplement) Lot 11 or Red 15, Blk. 6, NCB 277 - Investigator's Report reveals this certificate is to correct a supplement improvement value of \$14,780. The original charge of Land 2230, Impts 2390, Total 4620 was paid April 5, 1954. The \$6,320 impt value shown above is the difference in the 2390 impt value and the correct adjusted value of \$8710. The 1954 value is Land 2230 - Impt 8710 - Total 10,940. Building reappraised.		14,780.	6,320.

Arnold J. Boemecke, 1953 Rec. Code 7400, Lot 70 Blk. 14, NCB 9217 - Land calculations in error. Investigator's Report reveals addition in land value in error. 1610 charged-correct value - Land 1150 - a reduction of 460. This tax was paid on May 25, 1954 and owner asks for a refund of \$14.08 an over-charge on land.	4,920.	4,460.
Joe Bolner, Jr., 1953 Rec. Code 1800, Lot 6, Blk. 102, NCB 3370 - Improvements over-assessed - Investigator's Report reveals Unit on garage reduced from \$1.80 to \$1.00; on storeroom from \$3.75 to \$2.00 and percent good on all improvements from 95% to 85%. Inspection 6/9/54 by Green Fleming. Owner assessed this property but did not appear before the Board. A total value of 7180 has been put on for 1954.	8,310.	7,180.
Mrs. James B. Butler, 1953 Rec. Code 6700, Lots 17 & 18, Blk. 4, NCB 3858 - Investigator's Report reveals above improvements reinspected by G. Fleming. Result - Percent good reduced from 75% to 70% account condition, etc. making a reduction of 320 on improvements. Property was assessed. Board contacted 1/9/54. Total value for 1954 - 5700.	6,020.	5,700.
C. L. and Florence T. Campbell, 1953 Rec. Code 7200, E. 35' of N.100' of 11 & W. 13.5' of N. 100' of 12, Blk. 13, NCB 1721 - Improvements over-assessed Investigator's report reveals classification reduced from 7 plus to 7 and all improvements from 65% to 60% good. The \$2.00 unit on open porch corrected to concrete terrace @ .75¢. Inspection by Green Fleming 6/9/54. Owner assessed property and contacted the Board 1-20-54. Total value for 1954 - 3220.	3,680.	3,220.
Jack Casper, 4120 Fredericksburg Road, 1953 Rec. Code 110, Lot 18, NCB 9080 - Clerical error in computing land values, decimal point placed in error - Investigator's Report reveals reasons as stated above were found to be correct.	8,760.	6,070.
Champlin Refining Co. 1953 Rec. Acct. No. 5840 - 5000, Personal Property - Over-assessed - Investigator's Report reveals inspection was made of above books and it was found that \$3,000. was in excess of their merchandise; therefore, a reduction of \$2000 should be made. (See attached letter)	3,000.	1,000.
Virgie B. & Mary E. Charm, 1953 Rec. Code 6300, Lot 8, NCB 10101 - Vacant Lot - Investigator's report reveals the 5120 improvement value was charged to above lot in error. The lot is vacant. Inspection June 24, 1954 by Mr. Fleming.	5,780.	660.
Club Verde - 620 S. Pinto St. 1953 Rec. Code 122379, Personal Property - Tomas Cruz owned part of the fixtures only - Investigator's Report reveals part of the equipment and fixtures belonged to the real estate owner, and in view of his findings the above mentioned business should not be assessed for more than \$200.00. See attached Report.	400.	200.
Jose and Frances M. DeLeon, 1953 Rec. Code 5500, N. 50' of E 25' of 16, Blk. 1, NCB 3528 - Two houses charged - only one house on lot - Investigator's Report reveals two houses were charged to above lot but there is only one house on lot; therefore, 890 improvement value should be cancelled. Correct value Land 20 Impts 430 - Total 450.	1,340.	450.
Mrs. Joseph E. Dexter, 1953 Rec. Code 1800, Red 15, Block 10, NCB 9558 - House charged does not exist Investigator's Report reveals the improvements charged above do not exist. The correct improvement value of 800 has been supplemented on Lots Red 15 & 16, Blk. 10, NCB 9558.	1,390.	210.
Mrs. Joseph E. Dexter, 1953 Rec. Code 1900, Red 16, Blk. 10, NCB 9558 - Improvements charged does not exist - Investigator's Report reveals the improvements charged above do not exist. The correct improvement value of 800 has been supplemented on Lots Red 15 and 16, Blk. 10, NCB 9558.	890.	210.
Edgewood Independent School District, 1953 Rec. Code Nos. 7440, 7500, 7560, 7620, 7680, 7740, 7800, & 7860, Lots 276, 277, 278, 279, 280, 281, 282 & 283, NCB 8088 - Investigator's Report reveals above property is owned by the Edgewood Independent School District, and that it is exempt property and taxes are charged in error. See attached Report.	640.	None

Edna Elkins, 1953 Rec. Code 4700, Lot 15, Blk. 3, NCB 3930 - Property owner was billed for the entire fiscal year for City taxes amounting to \$74.65 and School taxes amounting to \$40.72, whereas, records verify that property was exempt prior to December 7, 1953 - Investigator's Report reveals that taxes charged for period June 1 to December 6, 1953, be cancelled since property was owned by Beacon Hill Evangelical Church and carried on rolls as EXEMPT. Taxes prorated to cover period December 7, 1953 to May 31, 1954.	3,770.	3,770.
Jerome Epstein, 1953 Rec. Code 5500, N. Irr. Pt of 13-14-15 & N. Irr. Pt. of E 25' of 16, NCB 3551 Garage over-assessed - Investigator's Report reveals when improvements were calculated on above lot the garage was charged on survey card at \$3890, but should have been \$390 @ 80% - 230; therefore 2100 taxable value should be cancelled from improvement value leaving land 1850 - Improvements 3550 - Total 5400 Correct.	7,500.	5,400.
Walter Lee Evans, 707 John Page Dr. 1953 Rec. Code 1500 - Tract 3, Blk. 20, NCB 7789 - This is a back lot, does not have egress or ingress except thru Lots 1 and 2. Lot 1 faces Pleasanton Road and is taking care of. Lot 2 is also a back lot and is assessed at \$210, so I place a value of \$210, on Lot 3 also. Investigator's Report reads "same as above", as report on subject property.	520.	210.
Five Point Humble Service Station, 1951 Rec. No. 130566- Personal Property - Business sold for 500 in October 1951 - Investigator's Report states Mr. Charest sold the above mentioned business on October 15, 1951, for \$500.00, and value for said year should not exceed \$310.00	410.	310.
Charles and Julia Franz, 1953 Rec. Code 6160, Red 52, Block 34, NCB 3693 - House over-assessed. Built mostly from used lumber - Investigator's Report reveals re-inspection showed the above improvement over-assessed. The class has been reduced from 6 plus to 6; the unit price from \$4.95 to \$4.45, making a 210 reduction in the improvement value. Inspection by Mr. Daughaday.	2,720.	2,510.
Sam Gelfond, 1953 Rec. Code 8800, S. 53.5' of Cir. 3, NCB 292 - Improvements measurement in error - Investigator's report reveals above improvements consist of a commercial chain link fence and the footage charged 442 ft. was in error. Correct footage is 219'. The remaining 223 ft has been supplemented on NCB 292, Code 8650.	5,980.	5,760.
General Investment Corp. 1953 Rec. Code 2400, Lot 11, Blk. 1, NCB 6465 - Error in computing land value - Investigator's Report reveals land values figures in error, error in placing of decimal.	660.	70.
E. J. Gray, 1953 Rec. Code 5150, Lot 11 or Red 3, NCB 108 - Error in calculation and corrected - Investigator's report reveals the land was recalculated and taxable amount reduced from 22610 to 21310 making a 1300 reduction in value. This parcel of land was not before passed on by B. of E.	22,610.	21,310.
Henry J. and Mary A. Grothues, 1953 Rec. Code 1500, Lot 2, Exc. NE Tri 30 x 270 ft., NCB 6776 - School taxes only - this parcel is in Edgewood Independent School District - Investigator's report reveals the above reasons is correct and belongs to Edgewood Independent School District.	6,730.	None
Edward O. and Mildred M. Herff, 1953 Rec. Code 1990, S 150' of 179, Blk. H, NCB 8360 - Whereas, the City was showing that owner had 150', owner has only 140' on account of widening of Bandera Road. This decreases the total value of this property from \$10490 to \$10450. Investigator's Report reveals that on investigation, the reasons as stated above were found to be correct.	6,290.	6,270.
74 Basilio Herrera, 1953 Rec. Code 7000, Lot 9, NCB 8782 Error in land - the error was made in calculation and corrected - Investigator's Report reveals the calculations were in error and corrected, therefore, it reduced the value of the land from 4380 to 3150 making a 1230 reduction This parcel of land was not passed by the B. of E.	5,350.	4,120.
Guy F. & Ann E. Hix, 1953 Rec. Code 5500, Lot 13, NCB 9634 (De-Annex) Double assessment in improvements Investigator's Report reveals improvements should be cancelled as they are properly assessed on Lot 14, This is in the De-Annex Area.	5,410.	660.

Hortense Bar, 2503 W. Martin (rear) 1949 Rec. No. 185444, and 1950 Rec. No. 124893 - Investigator's Report reveals assessment showed two Juke Boxes each year but had only one phonograph. (See attached letter)	(1949) (1950)	300. 300.	150. 150.
Hunter Hotel, 1950 Rec. No. 124976, Personal Property, Furnishings over-assessed - Investigator's Report reveals Mrs. Julia Pavlu, who was the owner of the Hunter Hotel lost the lease in July 1950, stated that the furniture was old and obsolete and brought practically nothing when it was sold. (See attached letter)		550.	250.
Imperial Type Metal, 1951 Rec. No. 131912, Personal Property - Investigator's Report reveals that above company had no taxable property during the 1951 fiscal year. (See attached letter). Erroneous assessment.		90.	None/
Beatrice Jenkins, 1953 Rec. Code 150, Lots 1-2-3 & W. 10' of 4, Blk. 1, NCB 3012 - Over-assessed - Investigator's Report reveals above adjustment is made on storeroom. An original value of 1430 placed on this storeroom is excessive due to the fact that it is built of used and scrap lumber. Correct total value - Land 950 Impt. 2870 - Total 3820. This value has been set for 1954.		4350.	3820.
John B. & Elsie B. Jordt, 1953 Rec. Code 1600, Lot 32, NCB 554 - Foundation only improvement for 1953 - Investigator's Report reveals the completed improvement value is in error as only foundation down 6-1-53. Correct value - Land 4990 - Impt. 2970 Total 7960. See affidavit attached.		49,950.	7,960.
Kelly's Specialty and Kiddie Specialty, 1950 Rec. No. 125389 and 1951 Rec. No. 132302, Personal Property Part of merchandise on consignment. Investigator's Report reveals Mrs. Robert I. Smith who was the owner of the business during said years stated that part of the merchandise was on consignment and that she lost the business on July 15, 1951 (See attached Investigator's Report.)	(1950) (1951)	600. 600.	300. 300.
Kopy Kat Klub and Babes Play House, Receipt No. (various, listed below) Personal Property - Fixtures and equipment over-assessed - Investigation reveals Mr. Shapiro, the owner of said businesses, sold the equipment and fixtures in the Kopy Kat Klub located at 416 E. Pecan Street for \$450.00 and the Equipment and fixtures at Babes Play Land for \$350.00, and in view of his findings values appear to be excessive and recommends assessed values be adjusted as follows: (See Report attached.)			
Kopy Kat Klub (1950 Rec. #125530)		2,250.	1,250.
" " " (1952 Rec. # 9345)		2,050.	1,050.
" " " (1953 " #9345)		1,550.	750.
Babes Playhouse (1953 "4719-5000)		950.	350.
Krell Service Station, 227 Aransas Ave., 1950 Rec. Code 125550, Personal Property - Investigation reveals that included in assessment value under Rec. No. 125550 was property which was on consignment such as Batteries, tires and tubes.		500.	380.
La Fe Garza Grocery, 947 Patton Ave., 1953 Rec. Code 9438 - Personal Property - Double Assessment - Investigator's Report reveals above assessment is a double assessment to 1953 Rec. Code No. 12244-5002. (Also see attached letter)		800.	None
Elsie Langston, 1953 Rec. Code 9050, Lots 47-48, Blk. 15, NCB 3498 - Area of house in error - Investigator's Report reveals the area of improvement charged to above lots was in error and classification too high in view of the age and condition. The area corrected from 777 sq. ft. to 794 sq. ft. and class reduced from a 7 to a 6. Percent good from 75% to 65%. The property was not assessed in 1953. and the owner did not appear before the Equalization Board. Total assessment for 1954 - 2350.		2,860.	2,350.
Launder It, 2302 N. St. Mary's St., 1953 Rec. Code 9595, Personal Property - Equipment over-assessed Investigator's Report refers to Affidavit of H. A. Hale, which states that the equipment used by above business has been in use for more than 7 years and is assessed at more than book value. See Report and Affidavit attached.		3,240.	2,210.

Earl G. Leevey, 1953 Rec. Code 3220, S. Pt. of 10, Blk. A, NCB 8695 (De-Annex) - Lot vacant 6-1-53 - Investigator's Report reveals above improvements were charged to S. Pt. of Lot 10 in error and have been supplemented on the N. Pt of Lot 10. The S. Pt. was vacant on 6/1/53.	3,370.	1,520.
Isabel Long, 1953 Rec. Code 3200, N. 155.6' of W. 55.6' of 14, Arb A29, Blk. 2, NCB 1669 - Improvements over-assessed - Investigator's Report reveals above improvements re-inspected - result - because of age and condition - built 1899 - class reduced from a 7 to 6 plus, percent good from 60 to 55% on House; shop unit from \$2.00 to \$1.75, percent good from 60 to 45% making a reduction on impt value of 590. Total value for 1954 -\$2,790.	3,380.	2,790.
Max Martinez, 1953 Rec. Code 8000, S. 52.36' of Red 13, & Red 14, Arb. A15-A14, Blk. 7, NCB 2228 - Vacant land - Investigator's Report reveals the above adjustment conforms to information on Survey Card - that the lot is vacant.	1,940.	860.
Ike Meader & Moselle Mann, 201 E. Canterbury Hill, 1953 Rec. Code 1700, Lot 4, Blk. 10, NCB 9270 - Front foot of lot calculated at 120 feet; correct front foot is 40 feet - Investigator's Report refers to above reason.	160.	50.
Ike Meader & Moselle Mann, 201 E. Canterbury Hill, 1953 Rec. Code 2050, Lot 8, Blk. 10, NCB 9270 - Front foot of Lot calculated at 200 feet; correct front foot is 40 feet - Investigator's report refers to reason given as correct.	260.	50.
Ike Meader & Moselle Mann, 201 E. Canterbury Hill, 1953 Rec. Code 2100, Lot 9, Blk. 10, NCB 9270 - Front foot of lot calculated at 200 feet; correct front foot of lot is 40 feet - Investigator's report refers to above reason.	260.	50.
Ike Meader & Moselle Mann, 210 Canterbury Hill, 1953 Rec. Code 2200, Lot 10, Blk. 10, NCB 9270 - Front foot of lot calculated at 200 feet; correct front foot is 40 feet - Investigator's report refers to above reason.	260.	50.
Ike Meader & Moselle Mann - 201 E. Canterbury Hill, 1953 Rec. Code 2300, Lot 11, Blk. 10, NCB 9270 - Front foot of lot calculated at 200 feet; correct front foot is 40 feet - Investigator's report refers to above reason.	260.	50.
Ike Meader & Moselle Mann, 201 Canterbury Hill, 1953 Rec. Code 2400, Lot 12, Blk. 10, NCB 9270 - Front foot of lot calculated at 200 feet; correct front foot is 40 feet - Investigator's report refers to above reason.	260.	50.
Martha & Daisy Mingo, 1953 Rec. Code 3700 - Lot 62, Blk. 4, NCB 625 - Improvement value in error - Investigator's Report reveals the 2260 improvement value charged above was in error. The correct improvement value as shown on survey card is 530 - Land 270 - Total 800, making an adjustment in value due 1730.	2,530.	800.
Mission Drive Inn, 1953 Rec. Code 6800, 21.1/4-0.38 Ac. NCB 7675 (De-Annex) Double Assessment - Investigator's Report reveals above is a double assessment on land and improvement on Code 5850 and this code 6800 should be cancelled.	1,980.	None
Hilario & Cruz R. Moreno, 1953 Rec. Code 1400, E 1/2 of 6, Blk. 35, NCB 3694 - Vacant Lot - Investigator's Report reveals above lot inspected 7-15-54. It is vacant. The improvements charged belong on W 1/2 of lot and have been supplemented on same.	1400.	190.
National Cylinder Gas Company, 1953 Rec. Code 10989 5002, Personal Property - Double Assessment - Investigator's Report reveals above value is a double assessment as it is also included in Receipt No. 10989. (See attached letter.)	300.	None
National Industries Corp. (assessed to Madge & Wayne Charles Noll), 1952 Rec. Code 2600, Lot 6 & E 10' of 7, NCB 7057 - That taxpayer made repeated efforts to pay taxes on separation before same became delinquent - Investigator's report reveals there was a separation made on this property, also an adjustment by Council Resolution dated July 16, 1953, it appears by voluminous correspondence and that statement was sent after taxes became delinquent. Attached is part of correspondence which is self explanatory. City Attorney has now in his possession the check for net amount of taxes.	13,800.	13,800.

Harry and Evelyn Natkin, 1953 Rec. Code 5000, Lot 22 & N 833' of 23 and N. Tria. of 24, NCB 566 - Front foot unit reduced on Lot 22 by Board of Equalization- Investigator's Report reveals reasons stated above found to be correct. (J. McKay, Investigator)	11 24,260.	23,340.
Eddie L. Phillips, 1953 Rec. Code 7980, Lots 20-21, Blk. 4, NCB 7645 - Improvements not complete - Investigator's Report reveals above improvement on Lot 20 was charged as a completed building but was only 85% complete. The Class was reduced from A 7 to 6 plus, making a 950 adjustment. Inspection by Green Fleming. 1953 taxes were paid April 4, 1954, and a refund is due.	3,840.	3,390.
Plywood Texas Company, 126 Crosley St., 1953 Rec. Code 11763, Personal Property - Merchandise over-assessed - Investigator's Report reveals 1953 assessment shows where no allowance was made for damaged and unsalable merchandise. (See letter & detailed inventory attached.)	94,860.	83,070.
William C. Price, Jr., & Joyce, 1953 Rec. Code 3000, Lot 7, Blk. 13, NCB 7244 - House not complete June 1, 1953 - Investigator's Report reveals the improvement value charged above was in excess 1880. It was approximately 20% complete June 1, 1953 instead of 95% as charged.	3,110.	1,230.
Laura Louise Ripps, 1953 Rec. Code 9000, Lots 32-33-34- Blk. 3, NCB 3160 - Improvements not owned by land owner Investigator's Report reveals the 150 improvement value above should be cancelled as it is properly assessed to the Brown Oil Company.	1,570.	1,420.
Service Printing Co. 1953 Rec. Code 800, Lot 8, Block 2, ncb 1912 - Double assessment - Investigator's Report reveals above property belongs to San Antonio Jr. College and is exempt and the improvement value is correctly charged on Code 200. All of Code 800 should be cancelled.	24,320.	None
Ralph Shiner, 1953 Rec. Code 3000, Lot 9, Blk. 5, NCB 6176 - Building assessed too high - Investigator's Report reveals after re-inspection the building and asphalt was found to be in a poor condition and the unit price was reduced on the building from \$4.50 to \$3.25 and the asphalt was reduced from \$.14 to \$.08. The re-inspection was made by Mr. G. Fleming.	5,130.	4,830.
Mechling B. Spang, 1953 Rec. Code 2300, Lot 13, exc. NE 15' Tri & N 33.5' of 15, Blk. 1, NCB 778 - Land calculations in error - Investigator's Report reveals land calculations picked up as \$9678 instead of \$968 on Survey card. Correct taxable value Land 1540 - Impt. 2600, Total 4140, making a reduction of 5230 in land value. The 1953 taxes were paid on above property on 6-28-54, therefore, a refund is asked for.	9,370.	4,140.
Manuel G. Villarreal (Albert L. Larque, et ux) 1953 Rec. Code 2500 (New Code on Sep. 2600) Lot 5, Blk. 81, NCB 3677 - Open porch over charged - Investigator's Report reveals the above adjustment is made to correct an error in calculating open porch 96 sq. ft. @ \$2.10 was charged as \$2016 and should have been \$201.	3,180.	2,140.
Mrs. Matilda Vota, 1953 Rec. Code 4800, W. 126.8' of 1, Arb. Al, Blk. 39, NCB 502 - Area of house in error - Investigator's Report reveals the calculation of area of improvements was in error as a 19 x 25' area was figures as 2-stories but is actually 1 story. This reduced the sq ft from 4152 to 3677 or a 360 reduction in value. Inspection by Green Fleming.	5,100.	4,740.
Mary Louise Wattlin, 1953 Rec. Code 6500, Lot 22, Blk. 3, NCB 3387 - Improvements over-assessed - Investigator's Report reveals the adjustment made above is a result of correction in area in the house and a lower unit on garage and storage. The storeroom has been charged as a garage apartment. Inspection by Green Fleming.	6,140.	5,420.
Walter C. Watts, 1953 Rec. Code 1000, Lot 4, Blk. 15, NCB 612 - Percent good too high for age of house - Investigator's Report reveals above improvements were built in 1907 and were charged at 80% good, which is excessive. The 80% was reduced to 60% good because of age of building. The 1954 value is land 770 - Impt. 6130 - Total 6900.	8,950.	6,900.
E. Wenninger (Apts) 1953 Rec. Code Acct. 14660, Personal Property - Furnishings over-assessed - Investigator's Report states a recheck revealed that apartments owned by Mrs. Wenninger are partly furnished only, and that the furniture was bought in 1925. Based on the above findings assessed value should not exceed \$600.00 for said year.	1,200.	600.

AN ORDINANCE 20,877

GRANTING THE PETITION OF THE CONGREGATION AGUDAS ACHIM OF SAN ANTONIO, BEXAR COUNTY, TEXAS FOR EXEMPTION FROM CITY TAXES ON CERTAIN PROPERTIES LOCATED IN NEW CITY BLOCKS 8100, 8179, 8180, 8181 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the following described properties owned by the Congregation Agudas Achim of San Antonio, Texas, be and are hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the tax years 1952 and 1953; both inclusive, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted for said properties for the tax years 1952 and 1953;

Tract A, New City Block 8100; Lots 20 to 35 inclusive, Block 4, New City Block 8179; Lots 22 to 36 inclusive, Block 6, New City Block 8180; Lots 30 to 36 and 38 to 43, both inclusive, Block 11, New City Block 8181.

2. That the following described properties owned by the Congregation Agudas Achim, although of an exempt character during the tax years 1952 and 1953, are hereby deemed to be taxable for the tax year commencing June 1, 1954, and the Tax Assessor and Collector is hereby directed to adjust his records accordingly:

Lots 22, 23, 24, 26, 27 and 29 to 36 inclusive, Block 6, New City Block 8180; Lots 30 to 36 and 38 to 43, both inclusive, Block 11, New City Block 8181.

3. That the following described properties owned by the Congregation Agudas Achim are hereby declared to be of an exempt character and not subject to ad valorem taxation for the tax year commencing June 1, 1954, and that tax exemption from City taxes is hereby granted, said exemption to be effective June 1, 1954, and to continue from year to year so long as said property continues to qualify for tax exemption under the law:

Tract A, New City Block 8100; Lots 20 to 35 inclusive, Block 4, New City Block 8179; Lots 25 and 28, Block 6, New City Block 8180.

4. The petition of Congregation Agudas Achim requesting tax exemption on the above-described properties is attached hereto and made a part hereof.

5. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,878

AMENDING SECTION 60-74 OF THE SAN ANTONIO CITY CODE ENTITLED "STREETS WHERE PARKING PROHIBITED" BY ADDING OTHER STREETS TO THOSE THEREIN CONTAINED PROHIBITING PARKING THEREON

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

1. That Section 60-74 of the San Antonio City Code entitled "Streets Where Parking Prohibited" be and the same is hereby amended by designating, including and adding the following streets to those therein contained and prohibiting parking thereon.

Produce Row, North Side, between Concho and Pecos Streets..

2. Whereas, it is necessary for the safety of the City of San Antonio in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering thereof, an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six (6) members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,879

AMENDING SECTION 60-80 (b) OF THE SAN ANTONIO CITY CODE WHICH DESIGNATED CERTAIN STREETS SIXTY (60) MINUTE PARKING METER AREAS BY ADDING OTHER STREETS TO THOSE THEREIN DESIGNATED AS SIXTY (60) MINUTE PARKING METER AREAS

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

1. That Section 60-80 (b) of the San Antonio City Code which designates certain streets as parking meter areas be and the same is hereby amended by designating, including and adding the following streets to those therein designated as sixty (60) minute parking areas.

Produce Row, South Side in the 100 block.

2. Whereas, it is necessary for the safety of the City of San Antonio in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering thereof, an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six (6) members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 13th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,880

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

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

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

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 921 Morningside Drive, Lot 19, Co. B. 5526 Block 15, Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher, City Clerk

AN ORDINANCE 20,880-A

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

Same as Ordinance No. 20,880 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 900 Canterbury Hill, Lot 1, Co. B. 5526, Block 6, Morningside Heights #2 Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,881

AMENDING ORDINANCE NO. 20,725 TO PROVIDE THAT THE
FUNDS APPROPRIATED SHALL BE USED FOR METERS TO MEASURE
THE VOLUME OF SANITARY SEWAGE ORIGINATING IN FORT SAM
HOUSTON

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

1. That Paragraph 2 of Ordinance No. 20,725 shall be and is hereby amended to read as follows:

"That the above amount of \$2,000.00 is available from the savings of the City Clerk Elections Account and should be used for the purpose of providing funds to pay for the installation of ten flow meters at designated locations for the purpose of measuring the volume of sanitary sewage originating in Fort Sam Houston."

2. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,882

EXTENDING THE TERMS OF THE MEMBERS OF THE EQUALIZATION
BOARD TO FEBRUARY 15, 1955

WHEREAS, by ordinance on the fourteenth (14th) day of September, 1954, the City Council appointed Sylvester Loughlin, R. L. Patterson and T. J. Kirkpatrick members of the Board of Equalization for the City of San Antonio for the tax year 1954; and

WHEREAS, by said Ordinance Sylvester Loughlin was appointed Chairman of said Board; and

WHEREAS, W. R. Fox, R. E. Young and Raymond Wright were by the same ordinance appointed as assistants to the said Board; and,

WHEREAS, the said Raymond Wright resigned from said position as assistant to said Board and on November 4, A. D. 1954, Ivan M. Curry was appointed as Assistant to said Board to fill the vacancy created by the resignation aforesaid of Raymond Wright,

WHEREAS, said Board because of the late date of this appointment and the volume of work will not be able to complete their task before February 15, 1955; THEREFORE:

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

1. That the terms of office and employment of the above named members and assistants be and are hereby extended to February 15, 1955; members to be paid the compensation provided for in the ordinance of September 14, 1954, that is \$50.00 per day for an eight (8) hour day, or over. The compensation of assistants to be \$30.00 per eight (8) hour day or over as increased from the original ordinance by ordinance dated November 18, 1954, Number 20767.

2. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,883

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH QUEEN INSURANCE COMPANY OF AMERICA FOR AN ENDORSEMENT TO QUEEN INSURANCE COMPANY OF AMERICA POLICY NO. 353992, EXTENDING FIRE AND EXTENDED COVERAGE UNDER THIS POLICY TO INCLUDE COVERAGE ON VARIOUS BUILDINGS LOCATED AT SAN ANTONIO INTERNATIONAL AIRPORT, FOR THE PERIOD FROM DECEMBER 16, 1954 TO AUGUST 15, 1956 AND APPROPRIATING THE SUM OF \$557.73 OUT OF THE 1954 GENERAL FUND - ACCOUNT NO. 56-04-01, IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Queen Insurance Company of America for an endorsement, Endorsement No. 18, to Queen Insurance Company of America Policy No. 353992, extending fire and extended coverage under this policy to include coverage on various buildings located at San Antonio International Airport, for the period from December 16, 1954 to August 15, 1956.

2. That the sum of \$557.73 be and is hereby appropriated out of the 1954 General Fund - Account No. 56-04-01 in payment to Queen Insurance Company of America of premiums on said insurance evidenced by Queen Insurance Company of America Policy No. 353992, for the period from December 16, 1954 to August 15, 1956.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,884

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH GLOBE INDEMNITY COMPANY FOR RENEWAL OF GLOBE INDEMNITY COMPANY POLICY NO. GGC995118, FOR PLATE GLASS COVERAGE ON NEW ADMINISTRATION BUILDING, SAN ANTONIO INTERNATIONAL AIRPORT, FOR THE PERIOD FROM DECEMBER 9, 1954, TO DECEMBER 9, 1955, AND APPROPRIATING THE SUM OF \$950.06 OUT OF THE 1954 GENERAL FUND - ACCOUNT NO. 56-04-01 IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Globe Indemnity Company for renewal of Globe Indemnity Company Policy No. GGC995118, for plate glass coverage on New Administration Building, San Antonio International Airport, for the period from December 9, 1954 to December 9, 1955.

2. That the sum of \$950.06 be and is hereby appropriated out of the 1954 General Fund - Account No. 56-04-01 in payment to Globe Indemnity Company of premium on said insurance evidenced by Globe Indemnity Company Policy No. GGC995118, for the period from December 9, 1954 to December 9, 1955.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,885

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH QUEEN INSURANCE COMPANY OF AMERICA FOR AN ENDORSEMENT TO QUEEN INSURANCE COMPANY OF AMERICA POLICY NO. 353992, INCREASING FIRE AND EXTENDED COVERAGE ON CARGO WAREHOUSE SITUATED ON THE EAST SIDE OF SAN ANTONIO INTERNATIONAL AIRPORT, FOR THE PERIOD FROM DECEMBER 10, 1954 TO AUGUST 15, 1956, AND APPROPRIATING THE SUM OF \$42.30 OUT OF THE 1954 GENERAL FUND - ACCOUNT NO. 56-04-01 IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Queen Insurance Company of America for an endorsement, Endorsement No. 16, to Queen Insurance Company of America Policy No. 353992, increasing fire and extended coverage on cargo warehouse situated on the East side of San Antonio International Airport, for the period from December 10, 1954 to August 15, 1956.

2. That the sum of \$42.30 be and is hereby appropriated out of the 1954 General Fund - Account No. 56-04-01 in payment to Queen Insurance Company of America of premiums

on said insurance evidenced by Queen Insurance Company of America Policy No. 353992, for the period from December 10, 1954 to August 15, 1956.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,886

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH QUEEN INSURANCE COMPANY OF AMERICA FOR AN ENDORSEMENT TO QUEEN INSURANCE COMPANY OF AMERICA POLICY NO. 353992, INCREASING FIRE AND EXTENDED COVERAGE ON HANGAR NO. 5, SAN ANTONIO INTERNATIONAL AIRPORT, FOR THE PERIOD FROM DECEMBER 7, 1954 TO AUGUST 15, 1956, AND APPROPRIATING THE SUM OF \$175.80 OUT OF THE 1954 GENERAL FUND - ACCOUNT NO. 56-04-01 IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Queen Insurance Company of America for an endorsement, Endorsement No. 15, to Queen Insurance Company of America Policy No. 353992, increasing fire and extended coverage on Hangar No. 5, San Antonio Internatinnal Airport, for the period from December 7, 1954 to August 15, 1956.

2. That the sum of \$175.80 be and is hereby appropriated out of the 1954 General Fund - Account No. 56-04-01 in payment to Queen Insurance Company of America of premium on said insurance evidenced by Queen Insurance Company of America Policy No. 353992, for the period from December 7, 1954, to August 15, 1956.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,887

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH QUEEN INSURANCE COMPANY OF AMERICA FOR AN ENDORSEMENT TO QUEEN INSURANCE COMPANY OF AMERICA POLICY NO. 353992, INCREASING FIRE AND EXTENDED COVERAGE UNDER THIS POLICY TO INCLUDE COVERAGE ON MACHINE SHOP AND TWO (2) DWELLINGS LOCATED AT SAN ANTONIO INTERNATIONAL AIRPORT, FOR THE PERIOD FROM DECEMBER 15, 1954 TO AUGUST 15, 1956 AND APPROPRIATING THE SUM OF \$450.07 OUT OF THE 1954 GENERAL FUND ACCOUNT NO. 56-04-01 IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Queen Insurance Company of America for an endorsement, Endorsement No. 17, to Queen Insurance Company of America Policy No. 353992, increasing fire and extended coverage under this policy to include coverage on Machine Shop and two (2) dwellings located at San Antonio International Airport, for the period from December 15, 1954 to August 15, 1956.

2. That the sum of \$450.07 be and is hereby appropriated out of the 1954 General Fund - Account No. 56-04-01 in payment to Queen Insurance Company of America of premiums on said insurance evidenced by Queen Insurance Company of America Policy No. 353992, for the period from December 15, 1954 to August 15, 1956.

3. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,888

SUBSTITUTING AUTOMOBILE, MOTOR NO. 1013168,
FOR AUTOMOBILE, MOTOR NO. 1145776, UNDER POLICY
NO. GDD 42-79-75 AND PROVIDING NO CHANGE IN COVERAGE
PROVIDING FOR PAYMENT OF SUBSTITUTION PREMIUM OF \$7.86
and APPROPRIATING THE SUM OF \$7.86 OUT OF THE 1954
GENERAL FUND - ACCOUNT NO. 56-04-01 FOR PAYMENT OF SAID
PREMIUM TO GLOBE INDEMNITY COMPANY

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

1. That automobile, Motor No. 1013168, be and the same is hereby substituted for automobile, Motor No. 1145776, under Policy No. GDD 42-79-75.
2. That a copy of said substitution endorsement is attached hereto and made a part hereof.
3. That the sum of \$7.86 is hereby appropriated out of the 1954 General Fund-Account No. 56-04-01 for payment of the substitution premium to Globe Indemnity Company.
4. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,889

ACCEPTING THE ATTACHED BID OF BENITEAU'S TO
FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF
PUBLIC WORKS WITH CERTAIN TIRES AND TUBES FOR
\$1,333.16

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

1. That the bid of Beniteau's, 320 Broadway, San Antonio, Texas, dated January 3, 1955, to furnish the City of San Antonio Department of Public Works with certain tires and tubes for a total of \$1,333.16, be and the same is accepted hereby.
2. That the bid of Beniteau's is attached hereto and made a part thereof.
3. Payment is to be made from 3-01 Central Stores, Account No. 4.
4. That all other bids received on these items are hereby rejected.
5. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,890

APPROPRIATING \$25.00 OUT OF THE CITY OF SAN ANTONIO
"STREET EXCAVATION TRUST FUND" FOR REFUND TO JOSE
URIAS

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

That the sum of \$25.00 be and the same is appropriated hereby out of the City of San Antonio "STREET EXCAVATION TRUST FUND" for REFUND to the person listed herein-below, as per letter dated January 5, 1955, on file in the office of the City Controller, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
7-22-54	JOSE URIAS	3742 Bertram Street CORPUS CHRISTI, TEXAS (Formerly 1910 E. Houston, San Antonio, Texas)	\$25.00	\$25.00	None	1797

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,891

APPROPRIATING THE SUM OF \$3,241.00 OUT OF THE 1954 GENERAL FUND, UNPLEDGED, 1-01, ACCOUNT NUMBER 56-02-01, SUITS, JUDGMENTS AND SETTLEMENTS, PAYABLE TO JESSE M. ARRIAGA AND O. SHELLEY EVANS, HIS ATTORNEY, IN SETTLEMENT OF AGREED JUDGMENT IN CAUSE NO. F-85241, JESSE M. ARRIAGA VS. CITY OF SAN ANTONIO, PENDING IN DISTRICT COURT, 73RD JUDICIAL DISTRICT, BEXAR COUNTY, TEXAS

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

1. That the sum of \$3,241.00 be and is hereby appropriated out of the 1954 General Fund, Unpledged, 1-01, Account Number 56-02-01, Suits, Judgments, and Settlements, payable to Jesse M. Arriaga and O. Shelley Evans, His attorney, in settlement of an agreed judgment in cause No. F-85241, Jesse M. Arriaga vs. City of San Antonio, pending in District Court, 73rd Judicial District of Bexar County, Texas.

2. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,892

PROVIDING FOR AN EXTENSION OF THE TIME FOR PERFORMANCE OF THE CONTRACT FOR THE ACQUISITION OF THE CITY PUBLIC SERVICE BOARD BUILDING TO JULY 1, 1955

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

1. That the City Manager of the City of San Antonio is hereby authorized to enter into a written agreement with the City Public Service Board of San Antonio reading as follows:

The City of San Antonio, acting through its City Manager hereunto duly authorized by ordinance, and the City Public Service Board of San Antonio, acting by its Chairman hereunto duly authorized by resolution of said Board, do hereby agree that the time for performance of the contract of the City to acquire and purchase the City Public Service Board Office Building at 201-203 North St. Mary's Street in San Antonio, Texas, which contract is dated November 13, 1953, is hereby amended to provide that the time for the performance of said contract, the delivery of possession of said property to the City, and the payment of the balance of the purchase price therefor is hereby extended to July 1, 1955.

Signed this ____ day of January, 1955.

CITY OF SAN ANTONIO

By _____
City Manager

CITY PUBLIC SERVICE BOARD OF
SAN ANTONIO

By _____
Chairman

2. PASSED AND APPROVED this 13th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,893

AUTHORIZING THE CITY MANAGER TO RENEW A LEASE AGREEMENT WITH MRS. MARGIE B. O'DANIEL FOR 1.97 ACRES OF LAND TO BE USED BY THE AVIATION DEPARTMENT AT SAN ANTONIO INTERNATIONAL AIRPORT

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

1. That the City Manager is hereby authorized to renew a lease agreement with Mrs. Margie B. O'Daniel, joined by her husband, Mike O'Daniel, for 1.97 acres of land located at the International Airport, San Antonio, Bexar County, Texas.
2. The term of said renewal of lease shall be for a period of four years, and shall be retroactive from September 25, 1953, and shall extend to September 25, 1957.
3. The consideration shall be \$180.00 per year, \$360.00 payable immediately for the period September 25, 1953 to September 25, 1954, and for the period September 25, 1954 to September 25, 1955. Future payments shall be made in advance by the City.
4. Said lease is subject to termination by either party upon thirty days written notice to that effect.
5. Said lease is attached hereto and made a part hereof.
6. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

I.

THIS CONTRACT this day made and entered into by and between MARGIE B. O'DANIEL and her husband, MIKE O'DANIEL, hereinafter called Lessor, and the CITY OF SAN ANTONIO, a municipal corporation, acting through its City Manager, hereinafter called City.

II.

The Lessor grants and the City accepts a lease on 1.97 acres of land located in San Antonio, Bexar County, Texas, and more particularly described as follows:

FIELD NOTES FOR A TRACT OF LAND OUT OF N.C.B. 8685,
SAN ANTONIO, BEXAR COUNTY, TEXAS.

From the point of intersection of the original southwest Right-of-Way line, produced, of North Loop Road (Closed) with the northwest Right of Way line, produced, of a 120.0 ft. R.O.W. for Airport Blvd., S. 41°40'W., 50.0 feet to the point of beginning for the tract herein described;

Thence, S. 41°40' W., 282.45 feet to a point, for the southmost corner of this tract;

Thence, to the right with and along the arc of a circle whose radius is 332.45 feet and whose center is located at said point of intersection of said Right-of-Way lines produced, a distance of 522.89 feet to a point for the northmost corner of this tract;

Thence S. 48°13' E., a distance of 282.45 feet to a point;

Thence, S. 03°16'E., 70.78 feet to the point of beginning and containing 1.97 acres, more or less.

III.

The term of said renewal of lease shall be for a period of four years, and shall be retroactive from September 25, 1953, and shall extend to September 25, 1957.

IV.

The consideration shall be \$180.00 per year, \$360.00 payable immediately for the period September 25, 1953 to September 25, 1954, and for the period September 25, 1954 to September 25, 1955. Future payments shall be made in advance by the City.

V.

This lease contract may be terminated by either party at the end of any one year period specified in paragraph IV hereof, upon the mailing of written notice to the other party on or before the 25th day of August of such one year period. The mailing addresses of the parties hereto for all purposes under this lease contract shall be: Lessor, City of San Antonio, c/o City Manager, City Hall, San Antonio, Texas; Lessee, Mrs. Margie B. O'Daniel, 5325 Kalaniana'ole Highway, Honolulu 16, Hawaii.

VI.

This contract shall be accepted and binding upon the parties hereto

by virtue of the signature subscribed to this instrument.

VII.

EXECUTED this the _____ day of _____, 1955.

MARGIE B. O'DANIEL, Lessor

MIKE O'DANIEL, Lessor

CITY OF SAN ANTONIO

By: _____
George W. Rice, M.D.
City Manager

AN ORDINANCE 20,894 ✓

AMENDING SECTION 60-75 PAR. 2 (a) OF THE SAN ANTONIO CITY
CODE ENTITLED "STREETS WHERE PARKING PROHIBITED AT CERTAIN
PERIODS" BY ADDING ADDITIONAL STREET LOCATIONS

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

1. Based upon traffic and engineering investigations, all parking of all vehicles is hereby prohibited on that portion of Nogalitos Street, on both sides thereof, from Cumberland Road to South Zarzamora Street between the hours of 7 and 9 A.M. and between the hours of 4:00 and 6:00 P.M.

2. Whereas it is necessary for the public safety of the City of San Antonio, Texas, in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering of the streets an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio, Texas.

3. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,895

ACCEPTING THE ATTACHED LOW BID OF AUSTIN HEMPHILL, INC.
TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC
WORKS WITH ONE FOUR-DOOR SEDAN LESS TRADE-IN NET \$1,565.41

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

1. That the low bid of Austin Hemphill, Inc., 415 Main Avenue, San Antonio, Texas, dated January 13, 1955, to furnish the City of San Antonio Department of Public Works with one Ford Mainline for \$2,083.86, less trade-in (1946 Buick) \$518.45 net \$1,565.41, be and the same is accepted hereby.

2. That the low bid of Austin Hemphill, Inc., is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund, Department of Public Works, Account No. 09-03-02.

4. That all other bids received on this item are hereby rejected.

5. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,896 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF ALBERT G. ENGELKE JR. AND ELLEN ENGELKE

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

1. That the petition of Albert G. Engelke Jr. and Ellen V. Engelke, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 301 Elizabeth Rd. Lot 1, 2, 1/2 of 3, Block 5, Co. B. 5553, 300 blk. Elizabeth Road, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
MayorATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,897 ✓

AMENDING ORDINANCE NUMBER 20,427 PASSED AND
APPROVED ON THE 31ST DAY OF JULY, 1954 BY THE
CITY COUNCIL OF SAN ANTONIO, TEXAS

WHEREAS, ordinance number 20,427 (an ordinance adopting the annual budget for this city for the fiscal year 1954-55, estimating the revenues for said fiscal year, and appropriating and setting aside the necessary funds out of the General Fund and other revenues of the city for said fiscal year), under the summary of proposed expenditures out of the General Fund, provides for a General Welfare Fund-City-County Hospitals; and

WHEREAS, ordinance number 20427 adopts and makes the annual budget for the fiscal year 1954-55 of the City of San Antonio a part thereof; and,

WHEREAS, the adopted budget for the fiscal year 1954-55 provides for a General Welfare Fund for the Robert B. Green Hospital; NOW, THEREFORE:

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

1. That ordinance number 20,427 of the City Code of the City of San Antonio, be and is hereby amended as follows:

Under the summary of proposed expenditures out of the General Fund, the provision,
GENERAL WELFARE-CITY-COUNTY HOSPITAL \$704,196.00

be changed to:

GENERAL HEALTH AND WELFARE FUND 704,196.00

2. That wherein the City annual budget adopted in ordinance number 20427 provides for the General Welfare Fund for the Robert B. Green Hospital that such provisions be changed to:

GENERAL HEALTH AND WELFARE FUND

3. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,898

TAKING RECOGNITION OF IMPENDING PUBLIC HEALTH CONDITIONS, DECLARING AN EMERGENCY, AND APPROPRIATING MONEY FROM THE GENERAL FUND TO THE USE OF THE ROBERT B. GREEN HOSPITAL

WHEREAS, the City of San Antonio is responsible for the public health of its constituents; and,

WHEREAS, the operation of a public hospital is vital and essential for the protection of public health of the people of San Antonio; and,

WHEREAS, the only public hospital within the limits of the City of San Antonio and available to the citizens of this city is the Robert B. Green Hospital; and

WHEREAS, the Robert B. Green no longer has sufficient funds available to insure its operation throughout its present fiscal year ending July 31, 1955; and,

WHEREAS, the Robert B. Green Hospital will be forced to cease operations unless additional funds are immediately provided for the remainder of its present fiscal year; and,

WHEREAS, the failure of the Robert B. Green Hospital to remain in operation would gravely endanger the public health conditions of this city; and,

WHEREAS, the City Council is charged with taking immediate and emergency action to protect the public health of its citizens; and,

WHEREAS, the City Council has provided for a General Health and Welfare allocation out of the General Fund under the 1954-55 annual budget as amended; and,

WHEREAS, there presently exists in this allocation a sum of \$704,196.00 to be expended for general health and welfare; and,

WHEREAS, the City Council, after investigating and considering alternative methods of providing emergency health protection, having ascertained that the most efficient and effective way to expend the sum of \$704,196.00 presently in the General Health and Welfare Fund in providing emergency health protection, is to appropriate such fund to the use of the Robert B. Green Hospital and thereby enable said hospital to remain in operation; and,

WHEREAS, the City Council of San Antonio does hereinnow declare that an emergency does exist as to the health conditions of this city due to the impending closure of the Robert B. Green Hospital; and, NOW, THEREFORE:

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

1. That the sum of \$704,196.00, being the amount of money presently in the General Fund of this City which is allocated to General Health and Welfare, be, and is hereby appropriated and set aside from the General Fund, and be, and is hereby, made available to the exclusive use of the Robert B. Green Hospital to be used by said hospital to defray its operating expenses.

2. That upon written request from the Robert B. Green Hospital, the Finance Director of the City of San Antonio shall pay over and deliver said sum of \$704,196.00 out of the General Funds to the Robert B. Green Hospital in accordance with the requested schedule of payments submitted by said hospital, provided, such payments shall not commence before February 1, 1955, and shall not continue after July 31, 1955.

3. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,899 ✓

CHANGING THE NAMES OF CERTAIN STREETS LOCATED
WITHIN THE CITY OF SAN ANTONIO

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

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

<u>PRESENT NAME:</u>	<u>From:</u>	<u>To:</u>	<u>NEW NAME</u>
Rice Avenue	Mally Boulevard	Chavaneaux	Strech Avenue
Barbara Drive	Oblate Drive, North	Sprucewood	DEllwood Drive

2. The City Engineer and the City Tax Assessor are directed to change their records accordingly, and the City Clerk is directed to forward a certified copy of this ordinance to the local Postmaster and to the publisher of the City Directory.

3. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City clerk

AN ORDINANCE 20,900

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 403, PROPERTY IN 200 BLOCK OF PRICE AVENUE AND 100 AND 200 BLOCKS OF OAKLAND AVENUE, FROM "LL" MANUFACTURING DISTRICT TO "C" RESIDENCE DISTRICT

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

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

(Case No. 403)

Re-classification and re-zoning of property in the 200 block of Price Avenue and the 100 and 200 blocks of Oakland Avenue, from "LL" MANUFACTURING DISTRICT to "C" RESIDENCE DISTRICT, as follows:

Lots 28 thru 44	Block 6	New City Block 8779
Lot 21	Block 9	New City Block 8778
Lots 1 thru 22	Block 7	New City Block 8777

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

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

4. PASSED AND APPROVED this 20th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,901

ACCEPTING THE BID OF V. L. BEAVERS AND ASSOCIATES
FOR PREPARATION OF A TOPOGRAPHIC MAP OF SAN ANTONIO
INTERNATIONAL AIRPORT

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

1. That the bid in the amount of \$1,750.00 of V. L. Beavers and Associates for preparation of a topographic map by photogrammetric methods, with five (5) foot contour

intervals, be, and the same is hereby accepted.

2. That the said bid is the low bid submitted for preparation of such map.
3. That such expenditure shall be made from INTERNATIONAL Airport Landing Area fund 12-02-011 (object 5).
4. That all other bids are hereby rejected.
5. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,902

AMENDING SECTION 40-1 OF THE CODE OF THE CITY OF SAN ANTONIO
BY DECLARING IT UNLAWFUL TO CREATE OR CAUSE OR TO PERMIT OR
ALLOW TO BE CREATED OR CAUSED ANY NOISE NUISANCE

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

1. Section 40-1 of the Code of the City of San Antonio is hereby amended so that it shall hereafter read as follows:

"(a) It shall be unlawful for any person or corporation to create or cause any noise nuisance, as that term is hereinafter defined, within the corporate limits of the City of San Antonio, Bexar County, Texas, or within 5,000 feet thereof.

(b) It shall be unlawful for any person or corporation to permit, or allow to be created or caused, a noise nuisance, as that term is hereinafter defined, on any premises under his control or supervision within the corporate limits of the City of San Antonio, Bexar County, Texas, or within 5,000 feet thereof."

2. PASSED AND APPROVED this 20th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,903

AUTHORIZING A REFUND IN THE AMOUNT OF \$70.88 TO BURKE
L. & URSULA COCK, DUE TO PAYMENT OF 1953 TAXES ON
COMPLETED DWELLING, WHEREAS INVESTIGATION REVEALS SAID
DWELLING WAS ONLY 25% COMPLETE AT COMMENCEMENT OF TAX
YEAR

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

1. THAT the Director of Finance is hereby authorized to refund the sum of \$70.88 to Burke L. & Ursula Cock, 327 Milford Drive, San Antonio, Texas, due to payment of 1953 taxes on the valuation of a complete dwelling located on Lot 23, New City Block 9750, whereas investigation reveals that said dwelling was only 25% complete on June 1, 1953, the same being the commencement of the tax year.

2. That the above sum is to be paid out of the 1954 General Fund, Suits, Claims, Settlements, and Refunds, Account No. 55-01-01.

3. That the above refund has been recommended by the Tax Assessor and Collector and approved by the Tax Error Board of Review.

4. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,905

ACCEPTING THE ATTACHED LOW BIDS OF BENITEAU'S AND FRED LUDERUS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN TIRES AND TUBES AS LISTED FOR A TOTAL OF \$5,981.42

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

1. That the low bids of Beniteau's and FredLuderus, dated January 11, 1955, to furnish the City of San Antonio Department of Public Works, with certain tires and tubes as listed for a total of \$5,981.42, be and the same is accepted hereby.

Beniteau's
320 Broadway

Item 1	\$1,608.00	
2	1,330.50	
3.	1,438.00	
4	258.00	
6	282.36	
7	95.70	
11	16.80	
13	26.76	
		\$5,056.12

Fred Luderus
425 San Pedro

Item 5	534.00	
8	118.20	
9	101.40	
10	115.60	
12	47.10	
14	9.00	
		925.30
		\$ 5,981.42

2. That the low bids of Beniteau's and Fred Luderus are attached hereto and made a part thereof.

3. Payment is to be made from Fund 3-01 Central Stores.

4. PASSED AND APPROVED this 20th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,906

APPROPRIATING \$25.00 OUT OF THE CITY OF SAN ANTONIO "STREET EXCAVATION TRUST FUND" FOR REFUND TO BEN ROTHE

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

1. That the sum of \$25.00, be and the same is appropriated hereby out of the City of San Antonio "STREET EXCAVATION TRUST FUND", for REFUND to the person listed hereinbelow, as per letter dated January 14, 1955, on file in the office of the City Controller, a copy of which is attached hereto and made a part hereof:

DATE	NAME	ADDRESS	DEPOSIT	REFUND	CITY	REC. NO.
8-17-54	BEN ROTHE	803 S. New Braunfels	\$25.00	\$25.00	None	1801

Deposit \$25.00 Refund \$25.00

2. PASSED AND APPROVED on the 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,907

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OF INSURANCE WITH QUEEN INSURANCE COMPANY FOR FIRE AND EXTENDED COVERAGE ON BUILDINGS AND CONTENTS AT WILLOW SPRINGS GOLF COURSE FOR THREE YEARS, FROM AUGUST 23, 1954 TO AUGUST 23, 1957, AND APPROPRIATING THE SUM OF \$1,143.33 OUT OF THE 1954 GENERAL FUND, ACCOUNT NO. 20-11-01, IN PAYMENT OF PREMIUM FOR SAID INSURANCE

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

1. That the City Manager be and is hereby authorized to enter into a contract of insurance with Queen Insurance Company for fire and extended coverage on buildings and contents at Willow Springs Golf Course for three (3) years, from August 23, 1954 to August 23, 1957.

2. That the sum of One Thousand One Hundred Forty-Three Dollars and Thirty-Three Cents (\$1,143.33) be and is hereby appropriated out of the 1954 General Fund, Account No. 20-11-01, in payment of Queen Insurance Company of premiums on said insurance evidenced by Queen Insurance Policy No. 36-55-12 for three (3) years, from August 23, 1954 to August 23, 1957.

3. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,908

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 407, PROPERTY BOUNDED BY HIGHWAY 281, HARRY WURZBACH (MILITARY) HIGHWAY, AND JONES MALTSBERGER ROAD, FROM "A" SINGLE FAMILY RESIDENCE DISTRICT TO "H" LOCAL RETAIL DISTRICT

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

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

(Case No. 407)

Re-classifying and re-zoning of property bounded on the West by Highway 281 (San Pedro Avenue), on the North by Harry Wurzbach (Military) Highway and on the East by Jones-Maltsberger Road, from "A" SINGLE FAMILY RESIDENCE DISTRICT to "H" LOCAL RETAIL DISTRICT, subject to compliance with the order of the Joint Airport Zoning Board of the City of San Antonio and the County of Bexar, Texas as authorized by the Legislature of the State of Texas by Acts of 1947, 50th Legislature Page 784 Chapter 391 (Article 46e-3 of Vernon's Civil Statutes of the State of Texas) and ratified by City Ordinance No. 19528 dated 3rd day of September, 1953.

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

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

4. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,909

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 409, LOTS 66 AND 67, BLOCK 40, N.C.B. 3699, FROM "C" RESIDENCE DISTRICT TO "J" COMMERCIAL DISTRICT

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

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

(Case No. 409)

Re-classifying and re-zoning of Lots 66 and 67, Block 40, New City Block 3699, located on the North side of Merida Street, East of Hamilton Street and West of Elmendorf Street, from "C" RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT.

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

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

4. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,910

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 410, LOTS 7, 8, 15 AND 16, BLOCK 10, NEW CITY BLOCK 1890, FROM "E" APARTMENT DISTRICT TO "F" LOCAL RETAIL DISTRICT.

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

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

(Case No. 410)

Re-classifying and re-zoning of property bounded on the North by French Place, on the South by Ashby Place, and on the East by San Pedro Avenue, from "E" APARTMENT DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Lots 7 and 8,	Block 10,	New City Block 1890
Lots 15 and 16,	Block 10,	New City Block 1890

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

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

4. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,911

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 411, A .606-ACRE TRACT OF LAND OUT OF A 4-ACRE TRACT, SAID 4-ACRE TRACT BEING THE SOUTH 4 ACRES OF AN EQUAL SUBDIVISION OF A 12-ACRE TRACT IN O.C.L. 11, RANGE 6, DISTRICT 3, FROM "A" TEMPORARY RESIDENCE DISTRICT TO "F" LOCAL RETAIL DISTRICT

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

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

(Case No. 411)

Re-classifying and re-zoning of a .606 acre tract of land out of a 4-acre tract, said 4-acre tract being the South 4 acres of an equal subdivision of a 12-acre tract in O.C.L. 11, Range 6, District 3, located on the West side of West Avenue in the newly annexed area, from "A" TEMPORARY RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT

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

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

4. PASSED AND APPROVED this 20th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,912

ESTABLISHING MINIMUM HEALTH AND HOUSING STANDARDS, PROVIDING FOR AN ENFORCING OFFICIAL, CREATING A CITIZENS HOUSING COUNCIL AND A BOARD OF HOUSING APPEALS, PROVIDING FOR THE INSPECTION OF DWELLINGS AND PREMISES, DESIGNATING UNFIT DWELLINGS AND LEGAL PROCEDURE OF CONDEMNATION, PROVIDING FOR THE RELOCATION OF DISPLACED FAMILIES, PRESCRIBING A FINE FOR VIOLATIONS, PROVIDING A SAVING CLAUSE, AND DECLARING AN EMERGENCY

* * * * *

WHEREAS, the elimination of slums and blighted areas and the prevention of their future growth is a major objective of the City Council of the City of San Antonio; and,

WHEREAS, the Charter of the City gives it the power to adopt, and carry out plans for the clearance of slums and blighted areas and to define and prohibit nuisances and to define, prohibit, abate, suppress and prevent all things detrimental, to the health, morals, comfort, safety, convenience and welfare of its inhabitants, and,

WHEREAS, the City has the right under its Charter to regulate the maintenance and use of all buildings and structures within its boundaries; and,

WHEREAS, the City Council is of the opinion that the enactment of this ordinance is necessary in order to protect the public health from the dangers of slum conditions, blighted areas and sub-standard housing; and,

WHEREAS, the City has the right and duty to adopt and enforce such police, health and sanitary regulations as are necessary in order to prevent the spread of disease; and,

WHEREAS, the experience of all cities has demonstrated that slum and blighted areas result from improper maintenance of dwellings, inadequate sanitation, over-crowding of dwellings and general community neglect; and,

*Amended 5/31/56
ord BK cc Pg 402*

WHEREAS, the City Council deems the enactment and enforcement of this ordinance vitally essential in order to maintain and promote the peace, lives, health, security and property of our inhabitants and to promote the general welfare of the City; NOW, THEREFORE:-

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

SECTION 1. DEFINITIONS.

That the following definitions shall apply in the construction and enforcement of this ordinance:

(a) DWELLING shall mean any building or structure, or part thereof, used or occupied for human habitation or intended to be so used, and includes any yard, garden, out-houses, and appurtenances belonging thereto or usually enjoyed therewith.

(b) DWELLING UNIT shall mean any room or group of rooms located within a building or structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, or eating.

(c) HABITABLE ROOM shall mean a room which is designed or may

be used for living, sleeping, eating or cooking. Storerooms, bathrooms, toilets, closets, halls, or spaces in attics are not habitable rooms.

(d) ENFORCING OFFICIAL shall be the person designated by the City Manager with the consent and approval of the City Council.

(e) BUILDING shall mean any structure built or existing for the support, shelter, sleeping or living of human beings or used as a dwelling.

(f) OWNER shall mean any person who, alone or jointly or severally with others:

(1) Shall have legal or equitable title to any dwelling or dwelling unit, with or without accompanying actual possession; or

(2) Shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any person thus representing the actual owner shall be bound with the provisions of this ordinance.

(g) PERSON shall mean and include any individual, firm, corporation, association or partnership.

(h) OCCUPANT shall mean any person living, sleeping, cooking or eating in, or having actual possession of a dwelling or dwelling unit.

(i) GARBAGE shall mean rubbish and the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

SECTION 2. CITIZENS HOUSING COUNCIL AND BOARD OF HOUSING APPEALS.

(a) CITIZENS HOUSING COUNCIL

There is hereby created a Citizens Housing Council composed of twenty-four members who shall be appointed by the City Council. Said members of the Citizens Housing Council shall act in an advisory capacity with the Enforcing Official in inviting and stimulating the cooperation, interest and support of individual citizens, citizens' groups, occupants and tenants in the purposes of this ordinance. Said members shall be appointed for the term of two years.

The Citizens Housing Council shall select five of its members to serve as an executive committee.

A member shall not hold nor be a candidate for any other public office or position. Vacancies in an unexpired term shall be filled by the City Council by appointment for the remainder of the term. Any member may be re-appointed to the Citizens Housing Council by the City Council.

(b) BOARD OF HOUSING APPEALS

(1) There is hereby created the Board of Housing Appeals which shall consist of five voting members who shall be appointed by the City Council which shall designate one of the five members as chairman. Said members shall receive no compensation from the City. Each of said five members shall be a qualified elector of the City and shall neither hold or be a candidate for any other public office or position. Members of the Board shall serve for terms of two years. Vacancies in an unexpired term shall be filled by the Council by appointment for the remainder of the term.

Three members of the Board shall constitute a quorum and the Board shall act by a majority vote. The chairman shall have the

same voting rights as the other four members.

One representative from the Planning Department, one representative from the Health Department, and one representative from the Fire Department shall be named and appointed by the City Council as ex officio members of said Board, but said three members shall not have any voting rights or privileges.

(2) Said Board shall have the power and shall be required to hear and decide appeals where it is alleged there is an error in any order or decision by the Enforcing Official in the enforcement of this ordinance.

Said Board shall have the power to issue subpoenas and subpoenas duces tecum to witnesses when reasonably necessary to obtain pertinent evidence and any member of the Board shall have authority to administer oaths.

SECTION 3. INSPECTION OF DWELLINGS, DWELLING UNITS AND PREMISES.

The Enforcing Official is hereby authorized and directed to make inspections to determine the condition of dwellings, dwelling units, and premises located within this City, in order that he may perform his duty of enforcing the terms and provisions of this ordinance. For the purpose of making such inspections the Enforcing Official is hereby authorized, with permission of the owner or occupant, to enter, examine, and survey at all reasonable times all dwellings, dwelling units and premises. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit, or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance or any lawful order issued pursuant to the provisions of this ordinance.

SECTION 4. ENFORCEMENT: SERVICE OF NOTICES AND ORDERS: HEARINGS.

Whenever the Enforcing Official determines that there are reasonable grounds to believe that there has been a violation of any provision of this ordinance he shall give a first or original notice of such alleged violation to the person or persons responsible therefor, as hereinafter provided. Such notice shall:

- (a) Be put in writing;
- (b) Include a statement of the reasons why it is being issued;
- (c) State a specific time for the performance of any act it requires, and such time shall be reasonable;
- (d) Be served upon the owner or his agent, or the occupant, as the case may require:
PROVIDED that such notice shall be deemed to be properly served upon such owner or agent, or upon such occupant, if a copy thereof is served upon him personally; or if a copy thereof is sent by registered mail to his last known address; or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice; or if he is served with such notice by any other method authorized or required under the laws of this state. Such notice may:
- (e) Contain an outline of remedial action which, if taken, will effect compliance with the provisions of this ordinance and with rules and regulations adopted pursuant thereto.

Any person affected by any first or original notice which has

been issued in connection with the enforcement of any provision of this ordinance and who has failed and refused to comply therewith shall be given a final notice, and may request and shall be granted a hearing on the matter before the Enforcing Official, PROVIDED that such person shall file in the office of the Enforcing Official a written petition requesting such hearing and setting forth a brief statement of the grounds therefor within ten days after the date the final notice was served. Upon receipt of such petition the Enforcing Official shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The hearing shall be commenced not later than ten days after the day on which the petition was filed; PROVIDED that upon application of the petitioner the Enforcing Official may postpone the date of the hearing for a reasonable time beyond such ten day period, if in his judgment the petitioner has submitted a good and sufficient reason for such postponement.

After such hearing the Enforcing Official shall sustain, modify, or withdraw the notice, depending upon his finding as to whether the provisions of this ordinance have been complied with. If the Enforcing Official sustains or modifies such notice, it shall be deemed to be an order. Any final notice served pursuant to this ordinance shall automatically become an order if a written petition for a hearing is not filed in the office of the Enforcing Official within ten days after such notice is served.

The proceedings at such hearing, including the findings and decision of the Enforcing Official shall be summarized, reduced to writing, and entered as a matter of public record in the office of the Enforcing Official. Such record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision or order of the Enforcing Official at the conclusion of such hearing may appeal from said decision or order by filing a written appeal with the Board of Housing Appeals not later than ten (10) days from the date of said order or decision. And any interested person who is not satisfied with the decision or order of the Board of Housing Appeals may seek relief therefrom by the filing of the proper suit in a Court of competent jurisdiction within ten (10) days from the date of said decision or order of the Board of Housing Appeals.

Whenever the Enforcing Official finds that an emergency exists which requires immediate action to protect the public welfare, health, and safety, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this ordinance, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the Enforcing Official shall be afforded a hearing as soon as possible. After such hearing, depending upon his finding as to whether the provisions of this ordinance have been complied with, the Enforcing Official shall continue such order in effect, or modify it, or revoke it.

SECTION 5. MINIMUM STANDARD REQUIREMENTS.

Amended 5/31/56
No person shall occupy as owner or occupant or let or lease to another person, for occupancy any dwelling or dwelling unit for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

(a) WATER:

(1) All dwellings or dwelling units situated on tracts of land, which tracts abut on a street or alley in which a public water supply line is located or which are within 200 feet of such water supply line, shall be connected to such water supply line and the water pipe brought within said dwelling or dwelling unit for use of the water therefrom for drinking and domestic purposes. This requirement shall not apply to any dwelling or dwelling unit which has a supply of water on its premises from an approved well more than 100 feet deep, the water from which well complies with the United States Public Health Service Drinking Water Standards.

(2) Hereafter it shall be unlawful to build or construct any dwelling unit or dwelling, for the purpose of occupancy by the owner or for the sale or letting or leasing to another person for occupancy without providing within the dwelling or dwelling unit an adequate supply of an approved water under the provisions of the United States Public Health Service Drinking Water Standards.

(b) SEWERS:

(1) Each and every dwelling or dwelling unit which abuts on a street or alley in which there is a public sanitary sewer or which is within 200 feet of a public sanitary sewer, shall be connected to the sewer, by the owner or agent of the dwelling or dwelling unit in the most direct manner possible, and with separate connections for each dwelling unit. There shall also be provided by the owner or the owner's agent within each dwelling or dwelling unit, where sewers are available as above provided for, an adequate commode, a shower stall or bathtub, and a sink, and each connection and fixture emptying through the connection shall be installed in the manner prescribed by Chapter 44, Plumbing Code of the City of San Antonio.

(2) It shall be unlawful from and after the effective date of this ordinance to construct or build for use by the occupant of any dwelling or dwelling unit any pit privy or cesspool. Where sewer lines are not available as provided in Section 5 (b) (1), a septic tank shall be installed and shall be constructed in accordance with existing ordinances. A septic tank permit must be obtained from the Director of Public Health prior to installation of any septic tank.

(c) PROTECTION FROM INSECTS:

ALL outside doors and windows of every dwelling or dwelling unit which open for entrance, exit or ventilation shall be provided by the owner with tight-fitting screens no coarser than 14 mesh per inch and it shall hereafter be unlawful to occupy or permit the occupancy by the owner thereof of any dwelling or dwelling unit that fails to meet the requirements of this provision.

(d) LIGHTING AND VENTILATION:

Every habitable room in a dwelling or dwelling unit shall contain a window or windows, opening directly to the outside air, and the total area of such window or windows shall not be less than one-eighth (1/8) of the floor area of such room. All window sash shall be glazed and provided with suitable hardware, and shall be made to open to the extent of not less than one-half (1/2) of the window area; Provided that any habitable room in a dwelling or dwelling unit shall be deemed to be properly ventilated under this ordinance when said room is equipped with a mechanical air conditioning unit or units installed under and in compliance with Chapter 3 of the Code of the City of San Antonio. Every public hallway or inside stairway shall be provided with a safe and approved artificial light.

(e) RODENTS:

No occupant of any dwelling or dwelling unit shall allow or permit garbage, rubbish, waste or manure to be placed, left, dumped or permitted to accumulate or remain in or on any dwelling or dwelling unit in the City of San Antonio so that the same shall or may afford food for, or a harboring place or breeding place for rodents.

(f) SANITARY CONDITIONS:

(1) The occupants of a dwelling containing two or more dwelling units shall be equally responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof, except where the owner has assumed said responsibility.

(2) The occupants of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling unit and premises thereof, which he occupies and controls, except where the owner or operator has expressly assumed the duty of cleaning and keeping said premises in a sanitary condition.

(3) Every owner or operator of any dwelling or dwelling unit, upon the vacating of the same by any lessee or tenant, and before re-leasing or re-letting the same, shall cause said dwelling, dwelling unit or premises to be put in a clean and sanitary condition and in good repair and free from infestation by rodent and insect pests.

(4) Each occupant or owner of a dwelling ~~xxx~~ ^{or} dwelling unit shall have at least one receptacle for the temporary deposit of garbage and rubbish which shall be made of non-absorbent material, watertight, and shall be covered with a tight, closely-fitting lid or cover and two outside handles, and shall be of such size, not to exceed 25 gallons capacity, as may be necessary to hold the accumulated garbage and rubbish.

(5) All plumbing, water closets and other plumbing facilities in every dwelling or dwelling unit shall be maintained in good order and repair by the owner thereof and in accordance with the provisions of all laws of the State of Texas and ordinances of the City of San Antonio.

(6) Every dwelling and every part thereof shall be maintained in good repair by the owner or the owner's agent, and fit for human habitation. The roof shall be maintained so as not to leak.

(7) All structures used as dwellings shall be maintained in proper repair so as to give adequate protection from the elements. Windows and doors shall fit properly. All exterior wood surfaces shall be protected from the elements and decay by painting or the use of other protective covering. Said structures shall have suitable floors other than earth.

(8) There shall be, for each dwelling unit, a separate access either to a hallway, landing, stairway, or street or yard. All exits shall be maintained in a safe condition.

(9) All courts, yards, or other areas on the premises of every dwelling shall be properly graded and drained.

(10) All fences and stairs in a dilapidated condition shall be removed or repaired.

(11) All of the aforesaid minimum requirements shall be constructed and/or installed in accordance with the applicable ordinances of the City of San Antonio and laws of the State of Texas regulating same.

(g) SPACE REQUIREMENTS:

Every dwelling unit shall contain at least 100 square feet of floor space for the first occupant thereof and at least 50 additional square feet of floor space for each additional occupant thereof, the floor space to be calculated on the basis of total habitable room area. In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least 50 square feet of floor space; and every room occupied for sleeping purposes by more than one occupant shall contain at least 30 square feet of floor space for each occupant thereof.

SECTION 6. DESIGNATION OF UNFIT DWELLINGS AND LEGAL PROCEDURE OF CONDEMNATION.

The designation of dwellings or dwelling units as unfit for human habitation and the procedure for the condemnation and placarding of such unfit dwellings or dwelling unit shall be carried out in compliance with the following requirements:

(1) Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the Enforcing Official.

(a) One of which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.

(b) One which lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.

(c) One which because of its general condition or location is unsanitary, or otherwise dangerous, to the health or safety of the occupants or of the public.

(2) Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Enforcing Official, shall be vacated within a reasonable time as ordered by the Enforcing Official.

(3) No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the Enforcing Official. The Enforcing Official shall remove such placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.

(4) No person shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such except as provided in subsection (3).

(5) Any person affected by any notice or order relating to the condemning and placarding of a dwelling or dwelling unit as unfit for human habitation may require and shall be granted a hearing on the matter before the Enforcing Official.

(6) If, after notice and hearing, the Enforcing Official determines that a dwelling or dwelling unit is in such condition that it is dangerous or injurious to the health and safety of the public, the occupants of the dwelling or dwelling unit, or the occupants of neighboring dwellings or dwelling units, he shall issue and cause to be served upon the owner an order requiring him to repair, alter, or improve the dwelling or dwelling unit to the extent and within the time specified in the order, or, at the option of the owner, to remove or demolish the dwelling or dwelling unit. If the owner fails to comply with this order within the time prescribed, the Enforcing Official may have the dwelling or dwelling unit repaired, altered, or improved in accordance with the order. If the repairs, alterations, or improvements cannot be made at a reasonable cost in relation to the value of the dwelling or dwelling unit, the Enforcing Official may have the said dwelling or dwelling unit removed or demolished provided any and all mortgagees of record have been notified. For the purpose of this provision 50% of the fair market value of the structure is fixed as being a reasonable cost.

To secure the payment of the cost of the repairs, alterations, improvements, removal or demolition of said real estate there is hereby created a lien against the said real estate in favor of the City of San Antonio, provided that such lien shall not be established on a homestead as defined under the Constitution and the laws of the State of Texas. If the dwelling or dwelling unit is removed or demolished by the Enforcing Official, he may sell the materials. He shall credit the proceeds of that sale against the cost of the removal or demolition.

When such work or improvements have been completed, the Enforcing Official shall cause a statement to be filed with the County Clerk of Bexar County, Texas, showing the cost and expense of such work and the amount of money due and owing to the City of San Antonio, a brief description, sufficient to identify it, of the property improved, and the name of the owner thereof, if known. From the date of filing, the amount shown by such statement to be due and owing to the City of San Antonio together with ten (10%) per cent interest thereon from the date of completion of such work or improvement shall be a privileged lien on said property second only to tax liens and liens for street improvements. A suit may be instituted and recovery and foreclosure of the lien for any such amount and interest may be had in the name of the City of San Antonio in any court having jurisdiction, and the statement of the Enforcing Official provided herein or a certified copy of such statement, shall be prima facie proof of the amount due and owing to the City of San Antonio.

SECTION 6-A. RELOCATION OF DISPLACED FAMILIES

"Provided, however, that no person, family or families shall be displaced because of the enforcement of any section of this ordinance, unless

"(1) There be a feasible method for the temporary relocation of persons or families displaced from the area affected by the enforcement of this ordinance, and that there are or are being provided, in this affected area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the persons or families displaced as the result of the application of any section of this ordinance, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and reasonably accessible to their places of employment."

SECTION 7.

All laws and ordinances, and parts thereof, in conflict with the provisions of this ordinance are repealed hereby.

SECTION 8.

If any clause or section, sentence or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the courts, such decision or decisions shall not affect the validity or constitutionality of the remaining portions of this ordinance; and the City Council of the City of San Antonio hereby declares that it would have passed this ordinance and each section, sentence, clause or phrase thereof irrespective of the fact that any one or more of the other sections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9.

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 two-thirds vote of the City Council and signature of the Mayor, as made and provided by the Charter of the City of San Antonio.

SECTION 10.

Any person who violates any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than \$5.00 nor more than \$200.00; and each day such violation shall continue shall be considered a separate offense.

PASSED AND APPROVED this 20th day of January A. D. 1955.

/s/ R. N. White
MAYOR

ATTEST:
/s/ J. Frank Gallagher
City Clerk

AN ORDINANCE 20,913

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 400, SPENCER LANE, KRAUS ROAD AND VANCE JACKSON ROAD AND FREILING DRIVE

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

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

(Case No. 400)

To classify and re-zone, from TEMPORARY "A" RESIDENCE DISTRICT to PERMANENT "F" LOCAL RETAIL DISTRICT, a 47 acre tract bounded by Spencer Lane, Kraus Road and Vance-Jackson Road and Freiling Drive, per plat attached hereto and made a part hereof.

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

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

4. PASSED AND APPROVED this 25th day of January, A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,914

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN: CASE NO. 408, PROPERTY AT S.W. CORNER OF OBLATE AND SAN PEDRO AVENUE, FROM "B" RESIDENCE DISTRICT TO "F" LOCAL RETAIL DISTRICT

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

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

(Case No. 408)

Re-classifying and re-zoning of property at the southwest corner of Oblate and San Pedro Avenue, from "B" Residence District to "F" Local Retail District, as follows:

Lots 1, 2, 3, & 4 New City Block 10102

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

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

4. PASSED AND APPROVED this 25th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION ✓

APPROVING THE STEPS BEING TAKEN BY THE
UNITED STATES AIR FORCE IN INSTALLING
FILTER STATIONS FOR AIR DEFENSE WARNINGS
AND CALLING ON VOLUNTEERS TO MAN THE FILTER
STATIONS AND THE GROUND OBSERVER CORPS

WHEREAS, the United States Air Force, through its area representative in charge of Filter Stations for Air Defense warnings, has graphically illustrated to this council the workings of the Air Filter Stations and the Ground Observer Corps in the all important matter of warning and evacuation in the event of enemy raids; and

WHEREAS, this council realizes the importance of the work being done by the Air Force and by the local Civil Defense unit toward protection of civilian life and property; and

WHEREAS, the information given us discloses that from 50 to 150 observation posts will be needed in this area and 500 to 1500 volunteer persons will be essential to give the required cooperation to thwart any surprise attack that may be intended; and

WHEREAS, these volunteers must be obtained from the great reservoir of local inhabitants who can devote two hours at a time on certain days to this worthy cause; THEREFORE:

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

That this council hereby calls on individuals to give their services when possible to do so and all clubs, associations, fraternities, Chambers of Commerce and organizations of every description are requested to acquaint their membership with the need for this important personnel and to call upon their members to enlist in this volunteer arm of the Air Forces.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to such organizations as may be able to produce man and woman power for this necessity.

PASSED AND APPROVED this 25th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,915 ✓

GRANTING EASEMENTS UNDER CERTAIN PUBLIC STREETS,
HIGHWAYS, ALLEYS, PUBLIC PLACES AND PROPERTY IN
THE CITY OF SAN ANTONIO TO SAN ANTONIO WATER SUPPLY
CORPORATION

WHEREAS, San Antonio Water Supply Corporation, a non-profit corporation, was organized for the purpose of and is willing, subject to the conditions herein set forth, to purchase and further develop an outfall sewer line in accordance with an agreement with the City of San Antonio dated December 9, 1954; and

WHEREAS, the purchase and development of said line by the San Antonio Water Supply Corporation will permit the normal growth of the City of San Antonio that is otherwise limited due to the lack of funds; and

WHEREAS, said line crosses under and/or runs along under various streets, highways, alleys and public places and property; and

WHEREAS, under the provisions of Section 137 of the Charter of the City of San Antonio the City Council is authorized to grant by ordinance easements along, across, over or under streets, alleys, public ways, and public property; and

(a) Across Rittiman Road from terminal point of Sewer Easement granted by The United States of America dated September 22, 1952, and recorded Volume 3247, Page 579, Deed Records, Bexar County, Texas, to beginning point of Sewer Easement from Hub also known as J. Hub Hill, dated July 1, 1952, recorded Volume 3231, Pages 278-79, Deed Records, Bexar County, Texas.

(b) Across old Austin Highway and U. S. Highway 81 from terminal point of Sewer Easement from Dorothy Jane Pate and husband, Henry Pate, dated July 2, 1952, recorded Volume 3231, Page 282, Deed Records, Bexar County, Texas, to beginning point of Sewer Easement from Frost National Bank, Trustee of the Edgar G. Tobin Trust, the Margaret Batts Tobin Trust, the Harriet Fiquet Batts Trust and the Robert Batts Tobin Trust No. 1, and the San Antonio Loan & Trust Company, Trustee of the Robert Batts Tobin Trust No. 2. dated July 31, 1952, recorded Volume 3231, Page 284, Deed Records, Bexar County, Texas.

(c) Across Military Highway from terminal point of Sewer Easement from Frost National Bank last above described over the Tobin property to beginning point of Sewer Easement from H. B. Zachry Properties, Inc., dated April 28, 1954, and recorded Volume 3581, Page 323, Deed Records, Bexar County, Texas.

(d) Across Military Highway at both the beginning and terminal points of Sewer Easement from Fred R. Loth and wife, Elpha S. Loth, dated January 13, 1953, recorded Volume 3329, Page 262, Deed Records, Bexar County, Texas, so as to join both said beginning and terminal points to a Sewer Easement and Right of Way line immediately West of and parallel to said Military Highway, from H. B. Zachry Properties, Inc., dated April 28, 1954, recorded Volume 3489, Page 177, Deed Records, Bexar County, Texas.

(e) Along or across any and all streets, alleys, or other public ways in Northwood Estates Subdivision.

(f) Across W. W. White Road from terminal point of Sewer Easement from J. Andrew Smith and wife, Mildred Smith, dated March 5, 1954, recorded Volume 3483, Page 23, Deed Records, Bexar County, Texas, to beginning point of Sewer Easement from L. C. Davis and wife, Grace E. Davis, dated April 15, 1954, recorded Volume 3483, Page 309, Deed Records, Bexar County, Texas.

(g) Along and across that certain 40-foot strip constituting Right of Way granted the City of San Antonio by L. C. Davis and wife, Grace E. Davis, by instrument dated March 10, 1954, recorded Volume 3467, Page 390, Deed Records, Bexar County, Texas, and by Joseph Carmack and wife, Bula Carmack, by instrument dated March 14, 1954, recorded Volume 3481, Page 235, Deed Records, Bexar County, Texas.

(h) Across 40-foot tract of land described in deed from Emil Kessler and wife, Mary Kessler, to City of San Antonio, dated December 29, 1953, and recorded Volume 3433, Page 13, Deed Records, Bexar County, Texas.

(i) Across 20-foot lane running from U. S. Highway 81 in an Easterly direction, said crossing being from terminal point of Sewer Easement from Emil Kessler and wife, Mary Kessler, dated March 1, 1954, recorded Volume 3461, Page 349, to beginning point of Sewer Easement from Clifford L. Hagy and wife, Lillian E. Hagy, dated April 5, 1954, recorded Volume 3585, Page 332, Deed Records, Bexar County, Texas.

(j) Across and along a certain street now in the process of being dedicated and opened, known as Lanark Drive (which said Lanark Drive will include and embrace the above referred to 20-foot lane), and running along said Lanark Drive South 89 degrees 55 minutes 30 seconds East to an angle in said Sewer line, turning North 8 degrees 32 minutes 30 seconds East, and out of said Lanark Drive.

(k) Across that certain 40-foot strip constituting Right of Way granted the City of San Antonio by Clifford Hagy and wife, Lillian Hagy, by instrument dated January 19, 1953, recorded Volume 3277, Page 438, Deed Records, Bexar County, Texas.

(l) Across or along any and all streets, alleys or other public places situated in North Alamo Heights Subdivision Units 1, 2, 3, 4, 5 and 6, according to Subdivision Plats recorded in Deed and Plat Records of Bexar County, Texas.

(m) Across or along any other public streets, highways, alleys and public places within the City of San Antonio under which said outfall sewer line may run, if such there be, it being the intention hereby to grant and confirm full right and authority to the said San Antonio Water Supply Corporation to cross under or run along under all public streets, highways, alleys and public places or property now utilized and occupied by said outfall sewer line whether or not the said easements and Rights of Way are hereinabove specifically described.

2. It being clearly understood that this grant does not give any right to use or occupy any street or other public property not utilized or occupied by said outfall sewer line on the date of this ordinance.

3. That said easements herein granted shall be effective for twenty-five years from date hereof or until the said sewer line becomes the property of the City of San Antonio under the terms of said contract dated December 9, 1954, which ever date first occurs.

PASSED AND APPROVED this the 27th day of January A. D. 1955.

R. N. White
Mayor, City of San Antonio, Texas

ATTEST
J. Frank Gallagher
City Clerk, City of San Antonio, Texas

AN ORDINANCE 20,916

REVISING, AND ESTABLISHING ELECTION PRECINCTS
FOR THE CITY OF SAN ANTONIO AFTER JANUARY 1, 1955

1. WHEREAS, as more fully appears by reference to the Minutes of the County Commissioners of Bexar County, Texas, on the 14th day of August, 1946, the 14th day of August, 1947, the 12th day of August, 1948, the 10th day of August, 1949, the 19th day of August, 1950, the 18th day of August, 1951, the 18th day of August 1952, the 14th day of August 1953, and the 9th day of August, 1954, the County Commissioners, acting by the authority vested in them by Article 2934, Chapter 2, Title 50, and Article 2997a, Sec. 5, Chapter 6, Title 50, Revised Civil Statutes of 1925, revised, established and corrected voting precincts within the City of San Antonio; NOW, THEREFORE:

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

2. That the following voting precincts within the corporate limits of the City of San Antonio shall be, after January 1, 1955, identical precincts as revised, established

and corrected by the Orders of the Commissioners Court of the County of Bexar, State of Texas, as promulgated by the Order of the 14th day of August A. D. 1946, the 14th day of August A. D. 1947, the 12th day of August, 1948, the 10th day of August A. D. 1949, the 18th day of August, 1950, the 18th day of August, A. D. 1951, the 18th day of August, A. D. 1952, the 14th day of August, A. D. 1953, and the 9th day of August, A. D. 1954, which orders are included herein by reference as fully and to all intents and purposes as if they were copied herein, the said voting precincts being numbered as follows: 1 through 70 inclusive; and 72, 78, 79, 90, 91, 95, 102, 103, 107, 113, 114, 118 through 124 inclusive, 126, 128, 129, 130, 132, 135 through 139 inclusive.

3. There is attached hereto a map and plat reflecting and describing all of the hereinabove described precincts, which map and the designations shown thereon are hereby adopted and made a part of this ordinance.

4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

5. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,917

GRANTING THE PETITION OF LAKEVIEW BAPTIST CHURCH
FOR EXEMPTION FROM CITY TAXES ON LOTS 11 & 12, BLOCK
52, NCB 3651, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY,
TEXAS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, that,

1. That the property owned by the Lakeview Baptist Church, and being Lots 11 and 12, Block 52, New City Block 3651, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxatbn; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal years 1946 through 1953, both inclusive, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the Tax Year 1954, and tax years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: Church for religious purposes.

Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE #20,918

MAKING A LEASE BETWEEN THE CITY OF
SAN ANTONIO AND ARNOLD J. SIVEK, AN INDIVIDUAL, DBA
AIRPORT SERVICE STATION, SAN ANTONIO INTERNATIONAL
AIRPORT, SAN ANTONIO, TEXAS

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Arnold J. Sivek, an individual, dba Airport Service Station, Lessee, of the County of Bexar, State of Texas
2. That the Lessor leases and demises to the Lessee, and the Lessee WITNESSETH: takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term ~~Arnold J. Sivek, an individual, dba Airport Service Station, Lessee, of the County of Bexar, State of Texas,~~ ^{**See below} the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

- 3.
- | | |
|--|------------|
| 1037.2 sq. ft. Filling Station facilities @.04 per sq. ft. | |
| 961.9 sq. ft. Shop Facilities @ .04 per sq. ft. | 41.49 |
| 1999.1 sq. ft. | 38.48 |
| | 79.97 |

Said structures located on the San Antonio International Airport San Antonio, Texas, at the junction of South Terminal Drive and East Terminal Drive being on that portion of land located to the north of South Terminal Drive and to the west of East Terminal Drive, the matters and bounds of which are shown on Abstract of Lease attached hereto and made a part hereof. Said structures are to be used for the sale of petroleum products for automobiles and other vehicles and the overhaul, repair, sales and service of parts, accessories et cetera connected therewith.

4. The amount of the rent for this property is \$ 79.97 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 79.97 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

- a. The Lessee shall pay to the Lessor 1/2 (one-half) cent per gallon of gasoline sold or used by the Lessee in the preceding month on the tenth of each month following the sale during the term of this lease.

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

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

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

7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "NO SMOKING" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.

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

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

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

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

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 27th day of January
A. D. 19 55.

R. N. White

M Y O R

ATTEST:

J. Frank Gallagher
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Arnold J. Sivek, Individual, dba Airport Service Station and dated this _____ day of _____ A. D. 19_____.

AN ORDINANCE #20,919
MAKING A LEASE BETWEEN THE CITY OF
SAN ANTONIO AND BURNICE RHEINER, AN INDIVIDUAL,
AT THE SAN ANTONIO INTERNATIONAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Burnice Rheiner, 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 consideration of the terms and conditions herein set out, for the term January 1, 1955 to December 31, 1957

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

3. Bldg. #7330 located on the San Antonio International Airport on Second Avenue in the old Alamo Army Air Field Area, to be used for the sales of tobacco ~~xxx~~, coffee, and all types of non-alcoholic beverages, candy and confections, notions, novelties, magazines, combs, aspirins and such other things as may be desirable.

4. The amount of the rent for this property is \$ 10.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 10.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

a. The Lessee does hereby agree to pay one percent of gross monthly receipts in excess of \$1,000.00 as it accrues from the operation of said concession and business as described in Paragraph #3 of this lease. The lessee agrees to make said payment at the office of the License and Dues Collector of the City of San Antonio, in Bexar County, Texas on the tenth of the month subsequent to the month in which the sales were made, during the term of this lease.

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

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

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

7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "NO SMOKING" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.

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

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

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

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

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 27th day of January
A. D. 19 55.

JR/ R. N. White

M Y O R

ATTEST:

J. Frank Gallagher
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio
and Burnice Rheiner, owner
and dated this _____ day of _____ A. D. 19_____.

LESSEE

AN ORDINANCE #20,920 ✓
MAKING A LEASE BETWEEN THE CITY OF
SAN ANTONIO AND W. B. OSBORN, AN INDIVIDUAL,
OF THE COUNTY OF BEXAR AND STATE OF TEXAS

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and W. B. Osborn, 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 consideration of the terms and conditions herein set out, for the term beginning January 1, 1955 and ending December 31, 1957.

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

3.

Approximately 1,169 sq. feet shop space at .04 per sq. ft. \$46.76 per month; said space located in the southeast corner of Hanger #3, said structure located on the San Antonio International Airport, San Antonio, Texas, and approximately 200 sq. feet of storage space at .03 per sq. ft. - \$6.00 per month, said space located on the west side of East Terminal Drive, such space to be used for the overhaul, storage and maintenance of aircraft, aircraft engines and accessories.

4. The amount of the rent for this property is 52.76 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of 52.76 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

None

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

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

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

7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "NO SMOKING" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.

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

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

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

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

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 27 day of January
A. D. 19 55.

R. N. White

M Y O R

ATTEST:

J. Frank Gallagher
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio
and W. B. Osborn
and dated this _____ day of _____ A. D. 19 _____.

LESSEE

AN ORDINANCE #20,921
 MAKING A LEASE BETWEEN THE CITY OF
 SAN ANTONIO AND TOBIN MAP COMPANY,
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Tobin Map Company, Lessee, of the County of Bexar and the State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out for the term beginning January 1, 1955 and ending December 31, 1957, the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3. Building 605, said structure located on Stinson Municipal Airport, San Antonio, Texas.

4. The amount of the rent for this property is \$ 190.00 per month payable monthly in advance to the STINSON MUNICIPAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$190.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.

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

9. 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.

10. 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.

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

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

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

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

15. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

16. 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.

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

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

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

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

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

22. Lessee agrees to keep and perform all terms, covenants and conditions imposed upon it during the term of lease with the City. Upon notice from the City of San Antonio in writing of the violation of any term, condition, or covenant required to be kept by Lessee hereunder, Lessee shall immediately take and diligently pursue all necessary steps to remedy or cure such breach. Should Lessee neglect

or fail to do so, or if its leasehold interest shall be taken on execution or other process of law, or if Lessee shall petition to be or be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then in any such case, the City of San Antonio or those having the City of San Antonio's estate in such premises, may immediately or at any time thereafter, and without further notice or demand, declare this lease to be forfeited, and may enter unto and upon the said premises, or any part thereof, and repossess the same and expel Lessee and those claiming under Lessee, and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears or rent or preceding breach of covenant; and upon entry, as aforesaid, this lease shall be determined. Lessee covenants and agrees that upon the retaking of possession and the termination of this lease by the City of San Antonio, all obligations of Lessee for the remainder of the original term shall cease; provided, however, that Lessee shall continue liable to the City of San Antonio for any act or omission done or omitted prior to the termination of this lease and the retaking of possession of the premises by the City of San Antonio.

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

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

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

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

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

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

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

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

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

32. PASSED AND APPROVED this 27 day of January
A. D. 19 55.

/s/ R. N. White

M A Y O R

ATTEST:

/s/ J. Frank Gallagher
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and _____
and dated this _____ day of _____ A.D. 19 _____.

LESSEE

AN ORDINANCE 20,922

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT TO THE KERR LUMBER COMPANY AND THE OVERHEAD DOOR COMPANY A TOTAL OF \$660.00 FOR REPAIRS TO BASEMENT DOOR AT MUNICIPAL AUDITORIUM

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

1. That the Director of Finance be authorized to make payment in the amount of \$240.00 to the Kerr Lumber Company and \$420.00 to the Overhead Door Company (Total \$660.00) for the repairs to the basement door in the Municipal Auditorium.
2. That said repairs were necessitated by damage done September 13, 1954 by the McDonald Lumber Company.
3. Payment is to be made from 1-01 General Unpledged Fund.
4. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,923

*Amended
4-21-55*

AMENDING SEC. 60-49 PAR. 1 OF THE SAN ANTONIO CITY CODE PASSED AND APPROVED 27TH DAY OCTOBER, 1953, AS AMENDED NOVEMBER 19, 1953, FEBRUARY 18, 1954, APRIL 15, 1954, JULY 29, 1954, AND OCTOBER 28, 1954, WHICH PROVIDED FOR AND DESIGNATES STREET INTERSECTIONS WHERE A FULL STOP IS REQUIRED AND REGULATING VEHICULAR TRAFFIC AT OFFICIAL STOP SIGN LOCATIONS BY ADDING TO THE INTERSECTIONS THEREIN PROVIDED BY DESIGNATING OTHER INTERSECTIONS AS OFFICIAL STOP SIGN TRAFFIC CONTROL LOCATIONS WHERE A FULL STOP IS REQUIRED

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

1. That Sec. 60-49, Par. 1 of the San Antonio City Code as amended November 19, 1953, February 18, 1954, April 15, 1954, July 29, 1954, and October 28, 1954, which provides for and designates street intersections wherein a full stop is required and establishing official "stop sign" traffic control locations is hereby amended to include and designate the following intersections:

<u>CROSS STREET</u>	<u>STOP SIGN STREET</u>
BROADWAY	LAWNDALE
BURKEDALE	DOLLARHIDE
CASTROVILLE	TWENTY-FOURTH
CINCINNATI	MCMULLIN
CULEBRA	MCMULLIN
S. FLORES	KENDALIA
S. FLORES	MERRICK
GRAYSON	WILLOW
HOUSTON	MESQUITE
MAYFIELD	ZARZAMORA
MC CULLOUGH	JACKSON KELLER
MCMULLIN	CINCINNATI
MCMULLIN	CULEBRA
MEERSCHIEDT	DAKOTA
MEERSCHIEDT	NEVADA
MULBERRY	AVENUE "B"
MULBERRY	RIVER ROAD
MULBERRY	ENTRACE 2 DRIVE TO BRACKENRIDGE
MULBERRY	UNNAMED PARK ROAD BETWEEN AVENUE "B" AND ENTRACE 2 DRIVE TO BRACKENRIDGE
MULBERRY	UNNAMED PARK ROAD BETWEEN RIVER ROAD AND ST. MARYS NORTH ST. MARYS
NACOGDOCHES	FOURTH
OBLATE DRIVE	MC CULLOUGH
RIGSBY	ELGIN
STEVES	CANDLER
WALTERS	DAKOTA
WALTERS	NEVADA

2. This ordinance is cumulative of and in addition to Sec. 60-49 and shall in no manner affect the validity of said Section 60-49 as amended November 19, 1953, February 18, 1954, April 15, 1954, July 29, 1954, and October 28, 1954, of the San Antonio City Code which shall remain in full force and affect.

3. Whereas, it is necessary for the public safety of the City of San Antonio, Texas in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of blocking and encumbering of the streets an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio, Texas.

4. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,924 ✓

AMENDING SEC. 60-49.1 OF THE SAN ANTONIO CITY CODE PASSED AND APPROVED AUGUST 19, 1954, AND AS AMENDED OCTOBER 28, 1954, WHICH PROVIDES FOR "YIELD RIGHT OF WAY" TRAFFIC SIGN DEVICES AND DESIGNATING LOCATIONS FOR THEIR USE, BY ADDING ADDITIONAL LOCATIONS FOR THE USE OF "YIELD RIGHT OF WAY" TRAFFIC SIGN DEVICES

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

1. That Sec. 60-49.1 of the San Antonio City Code, passed and approved August 19, 1954, as amended October 28, 1954, which adopts "Yield Right of Way" traffic signs as official traffic control devices and sets forth regulations governing their use, is hereby amended to include the following locations:

<u>THROUGH STREET</u>	<u>YIELD RIGHT OF WAY</u>
ADELE	HICKS
BARTELL	BRIGHTWOOD
BARTELL	CALUMET
BARTELL	RIDGEHAVEN
CEDAR	FIR
COMMERCIAL	CARLISLE
CRAVENS	KELLIS
DAKOTA	HEDGES
DREXEL	PALMETTO
ELGIN	AVANT
ELGIN	BAILEY
ELGIN	CHICKERING
ELGIN	HICKS
ELGIN	HIGHLAND
ELGIN	KAYTON
ELGIN	MCKINLEY
ELGIN	SCHLEY
FRELON	MALONE
GLADWELL	LANGFORD
HACKBERRY	LINDA LOU
N. MAIN	DORA
MEADOW LANE	BRYN MAWR
MEADOW LANE	FIELD CREST
MITTMAN	DAKOTA
MITTMAN	NEVADA
PEACH	DELAWARE
PICKWELL	BANBRIDGE
ROOSEVELT	HICKS
SACRAMENTO	WARNER
WHITMAN	GERALD
WHITMAN	VICKERS

2. This ordinance is cumulative of and in addition to Sec. 60-49.1, as amended October 28, 1954, of the San Antonio City Code which shall remain in full force and effect.

*Amended
4-27-55*

3. Whereas, it is necessary for the public safety of the City of San Antonio, Texas in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering of the streets, an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio, Texas.

4. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,925

AMENDING SEC. 60-41, PAR. 1, AS AMENDED FEBRUARY 25, 1954
APRIL 15, 1954, JULY 22, 1954 AND OCTOBER 28, 1954, OF THE
SAN ANTONIO CITY CODE; ESTABLISHING OFFICIAL ELECTRIC TRAFFIC
CONTROL SIGNAL LOCATIONS; REGULATING VEHICULAR AND PEDESTRIAN
TRAFFIC IN CONFORMANCE WITH SUCH SIGNALS; BY ADDING AND INCLUDING
OTHER ELECTRIC TRAFFIC CONTROL SIGNAL LOCATIONS AND PROVIDING A
MAXIMUM PENALTY OF \$200.00 FOR VIOLATIONS THEREOF.

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

1. That Sec. 60-41, Par. 1 as amended February 25, 1954, April 15, 1954, and July 22, 1954 and October 28, 1954, of the San Antonio City Code which provides for, designates, and regulates vehicular and pedestrian traffic at official electric traffic control signal locations is hereby amended to include and designate the following intersections:

BROADWAY AND EXPRESSWAY

HILDEBRAND, CATALINA AND WARNER

2. This ordinance is cumulative of and in addition to Sec. 60-41 and shall in no manner affect the validity of said Section 60-41 as amended February 25, 1954, April 15, 1954, July 22, 1954 and October 28, 1954, of the San Antonio City Code which shall remain in full force and effect.

3. Whereas, it is necessary for the public safety of the City of San Antonio, Texas in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering of the streets an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of at least six members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio, Texas.

4. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

AUTHORIZING AND DIRECTING THE CITY TAX ASSESSOR
AND COLLECTOR TO CORRECT THE 1953 TAX ROLL BY
REMOVING THEREFROM CERTAIN ASSESSMENTS MADE AGAINST
VARIOUS PROPERTIES FOR SCHOOL TAX PURPOSES FOR THE
REASON THAT AN INVESTIGATION REVEALS SAID PROPERTIES
ARE NOT LOCATED WITHIN THE SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT: LEGAL DESCRIPTIONS OF THE PROPERTIES
INVOLVED AND THE OWNERS' NAMES ARE LISTED HEREIN:

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

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

That the City Tax Collector and Assessor is hereby authorized and directed to correct the 1953 Tax Roll by removing therefrom certain assessments made against the following described properties, said assessments having been made for school tax purposes and upon investigation, it was disclosed that said properties are not located within the confines of the San Antonio Independent School District; legal descriptions of the properties involved and the owners thereof are listed below:

	<u>Value on Roll</u>	<u>Corrected Value</u>
Jules DeWinne, 1953 Rec. Code 4000, West Part of Blks. NCB 2725-2726, NCB 2725 - Not in San Antonio Independent School District.	47,930.	None (School Only)
Mariano C. & Mary N. Lopez, 1953 Rec. Code 7280, E. 56 ft. of W 229.25 ft. of N. 185.25 ft of 47 or D, Blk. 25, NCB 3688 - Not in San Antonio Independent School District	1,630.	None (School Only)
Mike D and Aguedita Rangel, 1953 Rec. Code 2900, Lot 14, Blk. 109, NCB 6671 - Not in San Antonio Independent School District.	240.	None (School Only)
C. W. Fenstermaker, 1953 Rec. Code 4050, Lots 49 & 50, Blk. 6, NCB 7492 - Not in San Antonio Independent School District.	130.	None (School Only)
C. W. Fenstermaker, 1953 Rec. Code 4300, Lots 51 & 52, Blk. 6, NCB 7492 - Not in San Antonio Independent School District.	130.	None (School Only)
C. W. Fenstermaker, 1953 Rec. Code 4400, Lots 53 & 54, Blk. 6, NCB 7492 - Not in San Antonio Independent School District.	130.	None (School Only)
Trinidad R. Vallejo, et ux, 1953 Rec. Code 3280, Lot 32, Blk. 14, NCB 8096 - Not in San Antonio Independent School District.	280.	None (School Only)
Earl Lillard Desha, 1953 Rec. Code 5700, Lots 49 & 50, Blk. 4, NCB 8281 - Not in San Antonio Independent School District.	3,390.	None (School Only)
C. W., A. H. & L. W. Fenstermaker, 1953 Rec. Code 7100, W 98.2 ft. of 25, Blk. 1, NCB 8289 - Not in San Antonio Independent School District.	240.	None (School Only)
C. W., A. H. & L. W. Fenstermaker, 1953 Rec. Code 7700, W. 98.3 ft. of 31 & 32, Blk. 1, NCB 8289 - Not in San Antonio Independent School District	240.	None (School Only)
S. A. Portland Cement Co. 1953 Rec. Code 1900, Strip of land 3382 on Tuxedo, NCB 8702 - In Alamo Hgts. School District.	3970.	None (School Only)
Eugene and Josephine Flores, 1953 Rec. Code 5900, Lots 53 and 54, Blk. 4, NCB 8281 - In Edgewood Independent School District.	1640.	None (School Only)
Alfonso Armenante, 1953 Rec. Code 200, Lots 1 & 2, Blk. 3, NCB 8291 - Not in San Antonio Independent School District.	710.	None (School Only)
A. O. and Elsie F. Scheh, 1953 Rec. Code 7000, Lot 22, Blk. 6, NCB 9135 - Not in San Antonio Independent School District.	13,300.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 500, Lots 5, 6, and 7, Blk. 12, NCB 8868 - Not in San Antonio Independent School District.	680.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 600, Lots 1 & 2, Blk. 13, NCB 8869 - Not in San Antonio Independent School District.	200.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 1200, Lots 3 & 4, Blk. 13, NCB 8869 - Not in San Antonio Independent School District.	190.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 2870, Lots 29 & 30, Blk. 14, NCB 8870 - Not in San Antonio Independent School District.	1050.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3000, Lots 31 & 32, Blk. 14, NCB 8870 - Not in San Antonio Independent School District.	510.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3700, Lots 26 & 27, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	690.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3800, Lots 28 & 29, Blk. 15, NCB 8871 - Not in San Antonio Independent School District	290.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4150, Lots 33 & 34, Blk. 15, NCB 8871 - Not in San Antonio Independent School District	360.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4250, Lots 35 & 36, Blk. 15, NCB 8871 - Not in San Antonio Independent School District	280.	None (School Only)

Fenstermaker Bros. 1953 Rec. Code 7250, Lots 56 & 57, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	260.	None (School Only)
Fenstermaker Bros, 1953 Rec. Code 7400, Lots 60 & 61, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	1140.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 8500, Lots 69 & 70, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	1060.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 8871, Lot 71, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	60.	None (School Only)
Rec. Fenstermaker Bros. 1953 Rec. Code 8900, Lots 72 & 73, Blk. 15, NCB 8871 - Not in San Antonio Independent School District	850.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 9500, Lots 79 & 80, Blk. 15, NCB 8871 - Not in San Antonio Independent School District.	140.	None (School Only)
Fenstermaker Bros, 1953 Rec. Code 750, Lots 11, 12 & 13, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	1530.	None (School Only)
Fenstermaker Bros, 1953 Rec. Code 770, Lot 14, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	510.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 1100, Lots 19 & 20, Blk. 16, NCB 8872 Not in San Antonio Independent School District.	730.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 1550, Lots 27 & 28, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 2000, Lots 31 & 32, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	610.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 2300, Lots 33 & 34, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	260.	None (School Only)
A H. Fenstermaker, 1953 Rec. Code 7600, Lots 73 & 74, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	130.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 9000, Lots 79 & 80, Blk. 16, NCB 8872 - Not in San Antonio Independent School District.	140.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 1200, Lots 3 & 4, Blk. 17, NCB 8873 - Not in San Antonio Independent School District,	130.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 1730, Lots 9 & 10, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	680.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 1760, Lots 11, 12, & 13, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	190.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3060, Lots 24 & 25, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3070, Lots 26 & 27, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	270.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 3080, Lots 28 & 29, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	220.	None (School Only)
Fenstermaker, 1953 Rec. Code 2800, Lots 22 & 23, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	610.	None (School Only)
Fenstermaker, Bros. 1953 Rec. Code 3280, Lot 37, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	60.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 3310, Lot 38, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	350.	None (School Only)

Fenstermaker Bros. 1953 Rec. Code 4150, Lots 47 & 48, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4190, Lots 49 & 50, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	;860.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4280, Lots 53 & 54, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4310, Lots 55 & 56, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 4320, Lots 57 & 58, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	590.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4330, Lots 59 & 60, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	720.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4350, Lots 61 & 62, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	2870.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4370, Lots 63 & 64, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	710.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4380, Lots 65 & 66, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4440, Lots 69 & 70, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	870.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 4480, Lots 71 & 72, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	870.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 4800, Lots 73 & 74, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	130.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 5500, Lots 75 & 76, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	390.	None (School Only)
A. H. Fenstermaker - 1953 Rec. Code 7000, Lots 79 & 80, Blk. 17, NCB 8873 - Not in San Antonio Independent School District.	140.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 500, Lots 1, 2, & 3, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	200.	None (School Only)
L. W. Fenstermaker, 1953 Rec. Code 2100, Lots 9 & 10, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3800, Lots 23 & 24, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	130.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4350, Lots 25 & 26, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	130.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 4500, Lots 29 & 30, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	310.	None (School Only)
Fenstermaker Bros., 1953 Rec. Code 8300, Lots 37 & 38, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	270.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 8800, Lots 39 & 40, Blk. 18, NCB 8874 - Not in San Antonio Independent School District.	790.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4300, Lots 28 & 29, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	260.	None (School Only)
Fenstermaker Bros, 1953 Rec. Code 4580, Lots 32 & 33, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	260.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4600, Lots 34 & 35, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	260.	None (School Only)

A. H. Fenstermaker, 1953 Rec. Code 4700, Lots 36 & 37, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	1,620.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 4800, Lot 38, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	250.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 5300, Lots 39 & 40, Blk. 19, NCB 8875 - Not in San Antonio Independent School District.	520.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 600, Lots 1 & 2, Blk. 20, NCB 8876 - Not in San Antonio Independent School District.	980.	None (School Only)
Fenstermaker, Bros. 1953 Rec. Code 900, Lots 3, 4, & 5, Blk. 20, NCB 8876 - Not in San Antonio Independent School District.	1050.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 1150, Lots 8 & 9, Blk. 20, NCB 8876 - Not in San Antonio Independent School District.	1460.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 7380, Lot 62, Blk. 20, NCB 8876 Not in San Antonio Independent School District.	80.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 7430, Lots 63 & 64, Blk. 20, NCB 8876 - Not in San Antonio Independent School District.	210.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 7900, Lots 71 & 72, Blk. 20, NCB 8876 - Not in San Antonio Independent School District.	1,070.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 600, Lot 3, Blk. 21, NCB 8877 - Not in San Antonio Independent School District.	400.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 2950, Lots 18 & 19, Blk. 21, NCB 8877 - Not in San Antonio Independent School District.	640.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 4980, Lots 38 & 39, Blk. 21, NCB 8877 - Not in San Antonio Independent School District.	1170.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 5060, Lots 40 & 41, Blk. 21, NCB 8877 - Not in San Antonio Independent School District.	1720.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 5080, Lots 42 & 43, Blk. 21, NCB 8877 - Not in San Antonio Independent School District.	740.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 6750, Lots 67 & 68, Blk. 22, NCB 8878 - Not in San Antonio Independent School District.	160.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 7300, Lots 71, 72 & 73, Blk. 22, NCB 8878 - Not in San Antonio Independent School District.	1390.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 7700, Lots 76 & 77, Blk. 22, NCB 8878 - Not in San Antonio Independent School District.	320.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 7900, Lots 78, 79 & 80, Blk. 22, NCB 8878 - Not in San Antonio Independent School District.	320.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 6950, Lots 65 & 66, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	160.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 7010, Lot 67, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	80.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3450, Lot 17, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	140.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 3550, Lots 18 & 19, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	160.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 7040, Lots 68 & 69, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	160.	None (School Only)

Fenstermaker Bros. 1953 Rec. Code 7070, Lots 70 & 71, Blk. 23, NCB 8879 - Not in San Antonio Independent School District.	160.	None (School Only)
A. H. Fenstermaker, 1953 Rec. Code 500, Lot 3, Blk. 24, NCB 8880 - Not in San Antonio Independent School District.	240.	None (School Only)
Fenstermaker Bros. 1953 Rec. Code 1650, Lots 7 & 8, Blk. 24, NCB 8880 - Not in San Antonio Independent School District.	220.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 6300, Lot 13, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	600.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 6600, Lot 14, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 6900, Lot 15, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 7200, Lot 16, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 7500, Lot 17, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 7800, Lot 18, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 8100, Lot 19, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 8400, Lot 20, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 8700, Lot 21, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 9000, Lot 22, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 9300, Lot 23, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 9600, Lot 24, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	560.	None (School Only)
Southwest Construction Co. 1953 Rec. Code 9900, Lot 25, Blk. 3, NCB 10387 - Not in San Antonio Independent School District.	590.	None (School Only)
Richard K. Valentine, 1953 Rec. Code 3880, E. 23 ft. of 19 & W 28.28 ft of 20, Blk. 16, NCB 10399 - Not in San Antonio Independent School District.	4790.	None (School Only)
Bremer & Wilhelm, 1953 Rec. Code 3900, W 57 ft. of 19, Blk. 16, NCB 10399 - Not in San Antonio Independent School District.	5180.	None (School Only)
Vernon D. and Hattie J. Hammonds, 1953 Rec. Code 4250, E 54 ft of 21, Blk. 16, NCB 10399 - Not in San Antonio Independent School District.	4650.	None (School Only)
Highland Hill Inc., 1953 Rec. Code 6200, Lot 31, Blk. 4, NCB 10856 - Not in San Antonio Independent School District.	500.	None (School Only)
E. J. Burke Jr., 1953 Rec. Code 5000, Lot 20, Blk. 5, NCB 10857 - Not in San Antonio Independent School District.	500.	None (School Only)
E. J. Burke Jr. 1953 Rec. Code 5500, Lot 22, Blk. 5, NCB 10857 - Not in San Antonio Independent School District.	500.	None (School Only)
E. J. Burke, Jr., 1953 Rec. Code 6000, Lot 24, Blk. 5, NCB 10857 - Not in San Antonio Independent School District.	500.	None (School Only)
Sam & Vera Bassett, 1953 Rec. Code 500, Lots 1-6, NCB 9135 - Not in San Antonio Independent School District.	16,180.	None (School Only)

F. E. Cranor & Ann W. 1953 Rec. Code 600, Lots 2-6, NCB 9135 - Not in San Antonio Independent School District.	2600.	None (School Only)
F. E. Cranor & Ann W. 1953 Rec. Code 700, Lots 3-6, NCB 9135 - Not in San Antonio Independent School District.	2250.	None (School Only)
Claude C. Matthews, 1953 Rec. Code 800, Lots 4-6, NCB 9135 - Not in San Antonio Independent School District.	2750.	None (School Only)
H. A. Barber, 1953 Rec. Code 1000, Lot 6-6, NCB 9135, Not in San Antonio Independent School District	2520.	None (School Only)
R. F. Ball Construction Inc., 1953 Rec. Code 1100, Lot 6-7, NCB 9135 - Not in San Antonio Independent School District.	2740.	None (School Only)
R. F. Ball Construction Inc., 1953 Rec. Code 1400, Lot 6-S.W. Tri Pt of 8, NCB 9135, Not in San Antonio Independent School District.	460.	None (School Only)
R. F. Ball Construction Inc., 1953 Rec. Code 1500, Lot 6-NE Tri Pt of 9, NCB 9135, Not in San Antonio Independent School District.	20.	None (School Only)
Scott D & Leatrice G. Harrell, 1953 Rec. Code 4500, NCB 9135 - Not in San Antonio Independent School District.	350.	None (School Only)
Scott D. & Leatrice G. Harrell, 1953 Rec. Code 5500, Lot 6-21 Exc SW Tri Pt. NCB 9135 - Not in San Antonio Independent School District.	3010.	None (School Only)
Ray O. & Helen S. Champion, 1953 Rec. Code 7500, Lot 6-23, NCB 9135 - Not in San Antonio Independent School District.	13,360.	None (School Only)
M. K. & Lucile Ghrist, 1953 Rec. Code 8500, Lot 6-25, NCB 9135 - Not in San Antonio Independent School District.	11,770.	None (School Only)

PASSED AND APPROVED this the 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,926

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF HUMPHREY R. PRICE

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

1. That the petition of Humphrey R. Price, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 824 Canterbury Hill, Lot 7, Block 5, Morningside Heights Unit #1 CB 5848A- Terrell Hills, Bexar County, Texas and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by 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 conditions of the plumbing and the use of said sewers.

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

PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,927

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS
ON THE PETITION OF HUMPRHEY R. PRICE

Same as Ordinance No. 20,926 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 828 Canterbury Hill, Lot 8, Block 5, Morningside Heights, Unit #1, CB 5848A-Terrell Hills, Bexar County, Texas, and other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,928

AMENDING SECTION 60-75 OF THE SAN ANTONIO CITY
CODE ENTITLED "STREETS WHERE PARKING PROHIBITED
AT CERTAIN PERIODS" BY ADDING A PORTION OF SOUTH
ALAMO STREET PROHIBITING PARKING AT CERTAIN PERIODS

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

1. That Section 60-75 of the San Antonio City Code, entitled "Streets where parking prohibited at certain periods", be and the same is hereby amended by designating, including and adding that portion of South Alamo Street between Probandt and Pereida Streets. It shall be unlawful to park any vehicle on the above portion of South Alamo Street between the hours of 4:00 P.M. and 6:00 P.M.

2. Whereas, it is necessary for the public safety of the City of San Antonio in exercise of its police power for the proper regulation of traffic to control the public streets and the prevention of the blocking and encumbering of the streets an emergency is created that this ordinance take immediate effect upon its passage. Therefore, upon the passage of this ordinance by an affirmative vote of six (6) members of the City Council, it shall be effective as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,929

ACCEPTING THE ATTACHED LOW BIDS OF SANANTEX OIL
COMPANY AND BENITEAU'S TO FURNISH THE CITY OF
SAN ANTONIO WITH CERTAIN TIRES AND TUBES FOR A
TOTAL OF \$1,149.00

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

1. That the low bids of Sanantex Oil Company and Beniteau's dated January 20, 1955, to furnish the City of San Antonio with certain tires and tubes for a total of \$1,149.00 be and the same is accepted hereby as follows:

Sanantex Oil Company

Items	1	\$484.00	
	3	60.00	
	4	<u>67.50</u>	\$ 611.50

Beniteau's

Item	2	\$537.50	537.50
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2. That the low bids of Sanantex Oil Company and Beniteau's are attached hereto and made a part thereof.

3. Payment is to be made from 3-01 Central Stores, Account No. 8.

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

5. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,930

ACCEPTING THE ATTACHED LOW BID OF SEAL-PRESS, INC.
TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF
PUBLIC WORKS WITH TWO COMPACT REFUSE COLLECTING
BODIES FOR A TOTAL OF \$5,066.80

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

1. That the low bid of Seal-PRESS, Inc., dated December 27, 1954 to furnish the City of San Antonio Department of Public Works with two compact refuse collecting bodies for a total of \$5,066.80 less 3%-30 days, be and the same is hereby accepted.

2. That the acceptance of this bid is subject to and upon the condition of Seal-Press, Inc., furnishing the City of San Antonio a good and sufficient bond in the amount of \$15,000.00 to indemnify the City and to protect and to save the City harmless from any and all litigation that may be filed in connection herewith and as a result for trade mark and patent infringement. A copy of said bond shall be attached hereto and made a part hereof.

3. That the low bid of Seal-Press Inc., is attached hereto and made a part thereof.

4. Payment is to be made from 1-01 General Fund, Department of Public Works, Account No. 09-05-01.

5. That all other bids received December 27, 1954 on this item are hereby rejected.

6. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

The following is attached and made a part of Ordinance No. 20,930.

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, Seal-Press, Inc., a Texas Corporation of Bexar County, Texas, is engaged in the manufacturing and sale of refuse units; and,

WHEREAS, said Seal-Press Inc. submitted a low bid on two (2) refuse collection units of 20 cubic yards each (or refuse truck bodies) to the City of San Antonio, Bexar County, Texas, said bid being in the amount of Five Thousand Sixty-six and 80/100 (\$5,066.80) Dollars; and

WHEREAS, Pak-Mor Manufacturing Company of San Antonio, Texas, has notified the City of San Antonio of pending infringement suit against Seal-Pak Inc., being the name of Seal-Press, Inc., before its name was changed in order to get away from any question of infringement, said suit being No. 2030 in the United States District Court for the Western District of Texas, and threatening suit against any purchaser or use of said truck bodies; and

WHEREAS, it is the purpose of this bond to fully protect the City of San Antonio, Texas, from any damages it might suffer by reason of purchasing or using said refuse units above described:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, Seal-Press, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, acknowledge ourselves to be held and firmly bound unto the City of San Antonio, Texas, a municipal corporation, Bexar County, Texas in the sum of Fifteen Thousand (\$15,000.00) Dollars, for the payment of which sum well and truly to be made in and to the City of San Antonio, we do hereby bind and obligate ourselves, our successors and assigns, jointly and severally, conditioned

;that we will hold the City of San Antonio harmless from any damages that it might suffer by reason of any infringement suit or suits brought by reason of said City purchasing or using said two above described refuse units or truck bodies or from any damages it might suffer as a result of any injunction suit brought to restrain the use of the aforementioned units or bodies, the purpose of this bond being to protect and save harmless the said City of San Antonio from any cost or expense which it may suffer as a result of purchasing or using said refuse units, said bond and obligation to protect the City of San Antonio from any cost or expense whatsoever due to the purchase or use of said two refuse units and any litigation that might be filed in connection therewith and as a result thereof for trade-mark and patent infringement. It is agreed and understood that when and if a suit or suits are filed, of any type, against the City of San Antonio for trade-mark or patent infringement, that the City of San Antonio will deliver the citation served upon it by mailing said citation promptly to Seal-Press, Inc., Route 10, Box 208, San Antonio, Texas, by Registered Mail, Return Receipt Requested, and Seal-Press, Inc. shall employ attorneys of its choice to defend said suit in the name of the City of San Antonio and shall be allowed to plead all defenses that said attorneys deem proper; and in the event that a judgment is rendered against the City of San Antonio for trade-mark or patent infringement, or for its purchase or use of said units, then Seal-Press, Inc., and Fidelity and Deposit Company of Maryland agree to pay said judgment, attorneys' fees and court costs, when said judgment becomes final, it being specifically agreed and understood that said attorneys selected to defend said suit shall have the right to appeal said case and the City of San Antonio will cooperate in the appealing of same to the extent of signing any necessary papers, and appeal bonds necessary and required in appealing said case, and will pass any ordinances or take any action that is necessary to enable said attorneys to appeal said case in its name, but all shall be without expense to the City of San Antonio, and if said judgment becomes final against the City of San Antonio, then said Seal-Press, Inc., and Fidelity and Deposit Company of Maryland shall pay said judgment and all costs and attorney's fees in connection therewith in order that the City of San Antonio may be saved harmless from any damages, costs and expenses in connection with the buying of said refuse units or truck bodies and the use of same.

WITNESS OUR HANDS this the 5th day of January A. D. 1955.

SEAL-PRESS, INC.

/s/ W. A. Williams, President
PRINCIPAL

/s/ FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By: Charles J. Kennedy, Jr.
Surety

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AN ORDINANCE 20,931

AUTHORIZING A CONTRACT BETWEEN THE CITY AND IRVING
S. SELIGMANN FOR ENGINEERING SERVICES ON SEWAGE
PLANT IMPROVEMENTS

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

That this ordinance makes and manifests the Contract between the City of San Antonio, hereinafter called the "City" and Irving S. Seligmann, of San Antonio, Bexar County, Texas, hereinafter called the "Engineer", in words and figures as follows,
WITNESSETH:

1. The City employs the Engineer for such purposes and the Engineer agrees to perform or cause to be performed all of the professional services hereinafter set forth to and in connection with construction, the scope of which is outlined in the Engineer's "Report on Sewage Plant Improvements for the City of San Antonio," a copy of which is attached hereto and incorporated herein by reference dated June, 1954, at an estimated cost of \$736,000, hereinafter referred to as the "proposed construction" and/or "the project".
2. For the consideration hereinafter stated and in connection with the project, the Engineer undertakes and agrees to perform engineering services as follows:

Design Work.

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

Construction Supervision.

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

- (7) Final inspection;
 (8) Revision of the construction drawings to show the project as built.

The Engineer's professional services shall not include property, boundary or right of ways surveys, resident inspection of construction, field or laboratory tests of material, and construction staking. The services of a resident engineer and inspectors for continuous on-the-site inspection of construction and the performance of construction layout surveys are not provided for in the scheduled fees. The Engineer will furnish these services upon approval first had from the City, and the charges for such services are to be computed on the basis of the direct salary cost of the service plus twenty-five (25) per cent of such cost. Non-labor items such as transportation and survey supplies are to be billed at invoice cost.

3. Original documents, surveys, notes and tracings as instruments of service are the property of the Engineer, whether the work for which they are made be executed or not. The Engineer, however, will deliver to City five (5) sets or reports, plans and specifications, on paper, at his own expense. Additional sets of such reports, plans and specifications will be furnished to City on request, without cost other than actual cost of production.

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

Design Work.

The Engineer's fee for design work shall be a sum equal to 3% of the estimated cost of the proposed construction. The design fee shall be payable monthly, in the proportion that the design work completed bears to the total design work. The City will retain 10% of the total design fee as it accrues, the retainage being payable upon the completion and acceptance of the construction work by the City, or abandonment of the project.

Construction Supervision.

The fee for engineering supervision shall be a sum equal to 2% of the cost of the work payable monthly as the actual construction work progresses in the proportion that the work completed bears to the total cost of the work, based upon contractors' estimates for such work, if contracted.

Total Fee.

The total fee due the Engineer shall not exceed 5% of the total cost of the proposed construction if completed as outlined in said Report, based upon the actual cost of the work. The "cost of the work" shall mean the aggregate of the contract prices on contracts let by the City on the subject project, as designed by the Engineer. If the City performs the work or any part thereof without awarding a contract, the City will make available to the Engineer a detailed statement of the cost of the work to the City and such cost shall be considered "cost of the work". No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages or other money withheld from contractors.

The City will be credited on the total fee with the \$500.00 paid the Engineer for preliminary work, against first amounts payable hereunder.

All payments made by the City to the Engineer shall be credited to the total fee due under this contract, and upon acceptance of the project by the City all sums then not theretofore payable and remaining unpaid upon the fee of the Engineer under the provisions hereof shall become due and payable.

5. Provided, however that no additional payments hereunder shall be made to the Engineer unless and until the Sewage Plant Improvement Bonds, the issuance of which was authorized in ordinance Number 20747, November 18, 1954, ratified January 6, 1955 by Ordinance Number 20869, have been sold and the proceeds received by the City.

6. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

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7. SIGNED AND ACCEPTED this 31st day of January A. D. 1955.

/s/ Irving S. Seligmann

AN ORDINANCE 20,932

DECLARING THAT PUBLIC NECESSITY REQUIRES THAT THE CITY OF SAN ANTONIO ACQUIRE CERTAIN PRIVATE PROPERTY LOCATED IN N.C.B. 7672, FULLY DESCRIBED HEREINBELOW OWNED AND CLAIMED BY WARNER H. BLALOCK AND WIFE, BERNICE BLALOCK, BERT ENGLISH AND WIFE, DOROTHY ENGLISH, NATIONAL BANK OF COMMERCE, CLAYTON D. WHITE AND WIFE, MABYL LILLIAN WHITE, AND AUTHORIZING THE CITY ATTORNEY TO CONDEMN SAID PROPERTY

WHEREAS, the City of San Antonio has heretofore made and entered into an agreement whereby the City agrees to condemn all rights-of-way needed for flood control of the San Antonio River and its tributaries within the city limits of said city: THEREFORE:

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

1. That public necessity requires that the City acquire certain private property fully described herein for public purpose, to-wit, flood control.
2. That the duly authorized agent of the City and the San Antonio River authority for right-of-way purchases has been unable to agree with the owners of said property upon the amount of damage said owners will suffer, if any, by reason of said acquisition of said land by the City of San Antonio.
3. That the parties owning and claiming said property are Warner H. Blalock and wife, Bernice Blalock, Bert English and wife, Dorothy English, National Bank of Commerce, Clayton D. White and wife, Mabel Lillian White.
4. That a map and plot of said land to be condemned is hereto attached and made a part hereof and is directed to be filed by the City Clerk of the City of San Antonio herewith, and as a part hereof.
5. That the metes and bounds description of the land to be condemned hereunder is hereto attached and made a part hereof and is also hereby directed to be filed herewith and as a part hereof.
6. That said private property be and is hereby ordered to be condemned for public purposes, to-wit flood control of the San Antonio River and its tributaries as authorized by law.
7. That the City Attorney be and is hereby authorized and directed to institute and prosecute to conclusion condemnation proceedings necessary to acquire the fee simple title, or in the alternative, any lesser title the court may find the City of San Antonio entitled under the law, and for any and all further rights to which the City is entitled under the law.
8. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,933

ACCEPTING THE ATTACHED BID OF LES FERGUSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF FINANCE WITH CERTAIN WINDOW ENVELOPES FOR A TOTAL OF \$2,455.00

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

1. That the low bid of Les Ferguson Company, 335 Bedell Building, San Antonio, Texas dated January 18, 1955, to furnish the City of San Antonio Department of Finance with certain window envelopes for a total of \$2,455.00, be and the same is accepted hereby.
2. That the low bid of Les Ferguson Company is attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Department of Finance, Account No. 06-03-03 (\$1,010.00) Account No. 06-03-02 (\$1,445.00 - Total \$2,455.00.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,934

AMENDING ORDINANCE NO. 20,840, PASSED AND APPROVED DECEMBER 23, 1954, AND ADDING A NEW PARAGRAPH, PARAGRAPH 1, SUB-PARAGRAPH 6

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

1. That Ordinance No. 20,840, passed and approved December 23, 1954, be and the same is hereby amended to hereafter read as follows:

"1. That on that portion of Houston Street between Alamo and Flores Streets, all parking on the North side of said portion of Houston Street shall be limited to commercial vehicles for the purpose of loading and unloading between the hours of 12:00 Midnight and 4:00 P.M., and no other vehicle of any type whatsoever shall stop, stand or park on said North side, at any time.

*Amended 4-7-55
Ord # 21133
Ord 1968 BB 1968*



2. That on that portion of Houston Street between Alamo and Flores Streets, all parking on the South side of said portion of Houston Street shall be limited to commercial vehicles for the purpose of loading and unloading between the hours of 7:00 P.M. and 10:00 A.M., and no other vehicle of any type whatsoever shall stop, stand or park on said South side, at any time, of said portion of Houston Street.
3. The provisions of this ordinance shall not apply on Sundays nor at any time to Transit Company buses stopping at their regular stops.
4. Anyone found guilty of violating the provisions of this ordinance shall be punishable by a fine not to exceed Two Hundred Dollars (\$200.00).
5. Any and all vehicles found parked in violation of this ordinance or within any of the marked bus stops shall be impounded, and the Police Department is hereby instructed to impound all vehicles as described in the above violation at the regular Police Department Storage Pound.

2. WHEREAS, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets, an urgency is created that this ordinance take immediate effect upon its passage; therefore, upon the passage of this ordinance by an affirmative vote of at least six (6) members of the City Council, it shall be effective, as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 27th day of January A. D. 1955.

R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 20,935

GRANTING A PERMIT TO CONSTRUCT, INSTALL AND CONNECT
A SEWER MAIN TO THE CITY SEWER SYSTEM AT THE EXPENSE
OF PERMITTEE, AND GRANTING PERMISSION TO CHARGE FOR
CONNECTIONS THERETO, AT DORIE-MILLER SUBDIVISION

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

1. That Harvey McDonald, dba McDonald Lumber Company, 706 Clark Avenue, San Antonio, Texas, hereinafter called "PERMITTEE", is hereby granted by the City of San Antonio a permit and license to construct and connect a sanitary sewer line to the existing sewerage system of the City of San Antonio, subject to the following conditions and stipulations:
2. That the City of San Antonio hereby authorized and grants a permit to said PERMITTEE to construct and install a twelve inch (12") sanitary sewer main located in Dorie-Miller Subdivision, as more particularly described in "Exhibit A" which is attached hereto and made a part hereof for all purposes.
3. PERMITTEE shall file with the City Sewer Engineer a complete and detailed set of plans and specifications, bearing the approval of a licensed professional engineer, showing the place of connection with the City sewer system, the depth, size, location, gradient, capacity, manholes, T's, Y's, slants and appurtenances of the entire lines to be built by him and the same shall not be connected with the City sewer system until the construction has been fully paid for and said construction has been approved and the lines tested, all to the satisfaction of the City Sewer Engineer.
4. This permit hereby granted shall be for sanitary sewers and sewage and no use shall be made thereof which, in the opinion of the City Sewer Engineer, is detrimental to the sewerage system of the City of San Antonio, or which might impair the function of its sewage treatment plant.
5. Said sewer lines shall, when completed and connected with the City Sewer System, become the property of the City of San Antonio and become a part of its public sewer system.
6. It is expressly understood and agreed by the parties hereto that the sanitary sewer lines shall be built by the said PERMITTEE at his own expense and cost, and under no circumstances shall any part or portion of such cost or expense be chargeable to, or a claim of any character or kind against, the City of San Antonio.
7. It is further understood and agreed that PERMITTEE shall have the right and privilege in consideration for paying the entire cost of construction of said sewer line to charge and collect from each and every person or corporation desiring to connect with said sewer line constructed hereunder a fee not exceeding Fifty Dollars (\$50.00) for each connection thereto. The exact charge for connections to said lines shall be determined by dividing the final construction cost by the number of connections to be made thereto and shall be established by the Director of Public Works. This charge is to apply to all connections made either directly or indirectly to the above described sewer line. However, it is distinctly understood that the City of San Antonio shall not be responsible for the collection or for payment of any such charges. It is understood further that PERMITTEE shall be limited in his charges for connections to said sewer lines to an amount equal to the total cost of the installation, and it is further agreed that PERMITTEE shall, within ten (10) days following the completion of said sewer lines, file with the Director of Public Works a sworn statement setting out the total cost of such installation, and after the same has been accepted and approved, it shall be attached hereto and made a part hereof.

8. PERMITTEE further agrees that charges for connections to the above described sewer lines shall be made without exception and connections made to any property owned by PERMITTEE shall be computed in the amortization of construction costs.

9. Said PERMITTEE agrees to assume all responsibility and to protect said City from any and all damages or liabilities that might be caused by the installation, connection or construction of said above described sewer lines and further agrees that in the event any type of court action is brought against the City upon its refusal to permit a connection to said sewer line without prior payment to PERMITTEE of the appropriate charge therefor, or if the City is sued for damages due to its refusal to allow connections to said sewer lines based on this contract, PERMITTEE will hold the City free and harmless and will promptly intervene in any lawsuit or court action and will defend the same at his own cost and expense.

10. PERMITTEE agrees to submit a statement to the City Sewer Engineer reflecting all connections made to said sewer line within thirty (30) days from date of connections to the City sewers and shall keep and maintain in his office in the City of San Antonio a complete and detailed record of any and all connections made to said line and the same shall be open for inspection by authorized representatives of the City during regular business hours.

11. Failure upon the part of PERMITTEE to comply with any of the conditions and stipulations contained in this permit shall constitute a forfeiture of his right to collect the fees hereinabove provided and this permit shall not be conveyed or assigned unless authorized by the City Council.

12. This contract shall become effective upon adoption by the contracting parties, and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

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

14. The City Council of the City of San Antonio having authorized the execution of this instrument by the undersigned as the act of said City, the same is hereby executed this 3rd day of February A. D. 1955.

15. PASSED AND APPROVED this 3rd day of February A. D. 1955.

CITY OF SAN ANTONIO

BY: /s/ R. N. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

16. The above permit is hereby accepted.

HARVEY MCDONALD
DBA MCDONALD LUMBER COMPANY

The following is part of Ordinance No. 20,935.

"EXHIBIT A"

Location of Sewer Main to serve Dorie-Miller Subdivision:

BEGINNING at an existing manhole located at the intersection of "F" Street and Artesia Avenue;

THENCE in a Northerly direction on Artesia Avenue, a distance of approximately 996 lineal feet, to the centerline of Lincolnshire Drive;

THENCE in a Westerly direction on Lincolnshire Drive, a distance of approximately 860 lineal feet, to the East property line of the Dorie-Miller Subdivision.

AN ORDINANCE 20,936

ACCEPTING THE ATTACHED LOW BID OF THE COMBINED FORD DEALERS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH SIX DUMP TRUCKS, LESS TRADE-INS, NET \$22,015.18

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

1. That the low bid of the combined Ford Dealers, ie, Gillespie Motor Company, Jordan Motor Company and Austin-Hemphill, Inc., dated January 27, 1955, to furnish the City of San Antonio Department of Public Works with six, six-cubic yard Dump Trucks Model F-800 (144"WB) for \$26,490.18, less trade-ins \$4,475.00 net \$22,015.18, be and the same is accepted hereby.