

A RESOLUTION 5366

WHEREAS, the Mayor and Commissioners of the City of San Antonio have learned of the passing of Mr. Warren Winfield Knight, and

WHEREAS, Mr. Knight was the father of the Honorable James W. Knight, Commissioner of Streets and Public Improvements of the City of San Antonio, and

WHEREAS, in the death of Mr. Knight San Antonio has suffered the loss of an outstanding citizen, who had made his home in this city for the past twenty-nine years, taking part in numerous civic activities;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Commissioners of the City of San Antonio take due notice of the death of Mr. Warren Winfield Knight, extend condolences to his bereaved family and friends, and offer special expressions of sympathy on behalf of the City of San Antonio to our brother Commissioner, the Honorable James W. Knight.

BE IT FURTHER RESOLVED that with the passage of this Resolution of Sympathy the Mayor and Commissioners order this meeting of the Council of the City of San Antonio adjourned in respect to the memory of the late Mr. Warren Winfield Knight.

PASSED AND APPROVED this the 30th day of Mune, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

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City Clerk

APPRO. NO. 80

AN ORDINANCE 5367

APPROPRIATING \$100,011.52 OUT OF THE 1947 GENERAL FUND TO PAY FOUR NOTES NOS. 1 to 4, INCLUSIVE, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$100,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines, etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay four Notes Nos. 1 to 4 knclusive, of the 1947 General Fund Series, maturing on or before May 31, 1948: and that the sum of \$11.52, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, to pay Interest on 1947 General Fund Notes Nos. 1 to 4 inclusive. PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

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City Clerk

APPRO. NO. 81

AN ORDINANCE 5368

APPROPRIATING \$88.24 OUT OF THE 1947 GENERAL FUND TO PAY INTEREST ON 1947 GENERAL FUND NOTES FOR JUNE 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$88.24, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, payable to the National Bank of Commerce of San Antonio, Texas, to pay interest for the month of June 1947, on 1947 General Fund Notes Nos. 1 to 8, inclusive.

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

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City Clerk

APPRO. NO. 82

AN ORDINANCE 5369

APPROPRIATING \$35,982.36, OUT OF THE 1947 GENERAL FUND,
FOR OER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$35,982.36,
be and the same is hereby appropriated out of the 1947 General Fund, for per diem payrolls
for the period ending June 30, 1947, as follows:

PUBLIC AFFAIRS IN GENERAL.....	\$ 613.25
TAXATION DEPARTMENT	232.31
SANITATION, PARKS & PUBLIC PROPERTY	25,093.63
STREETS & PUBLIC IMPROVEMENTS	9,823.17
FIRE & POLICE DEPARTMENTS	<u>220.00</u>
TOTAL.....	\$35,982.36

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 83

AN ORDINANCE 5370

APPROPRIATING \$860.25 OUT OF THE PARK REVENUE
BOND, 1945 FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$860.25, be
and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for payroll for
the Willow Springs Golf Course for the period ending June 30, 1947, in the amount of..\$860.25

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 84

AN ORDINANCE 5371

APPROPRIATING \$4,146.60 OUT OF THE 1947 GENERAL FUND,
RIVERS AND DITCHES DEPARTMENT TO PAY TREASURER OF THE
UNITED STATES, WAR ASSETS ADMINISTRATION, ARSENAL,
SAN ANTONIO, TEXAS, FOR ONE TRUCK TRAILER AND ONE
TRAILER LOW-BED.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4,146.60,
be and the same is hereby appropriated out of the 1947 General Fund, Rivers and Ditches, to
pay Treasurer of the United States, War Assets Administration, Arsenal, San Antonio, Texas,
for One Truck Trailer and One Trailer Low-Bed, described as follows:

QWH-O-ORD - 178R.

1 - each Truck Trailer W/Cummings Engine Federal Model #604,
Serial #120908, Engine #44537, W/Garwood Winch 4 M 718,
25,000 pound capacity.

Amount.....\$5,315.00
Less 40% 2,126.00

Total..... 3,189.00

QWH-O.M.C. - 179 R.

1 - each Trailer Low Bed, 22½ ton, mfg. by Trailer Co., of
America, model D 22½, Serial #41,031, W/Tool Box, 1 pair
of loading ramps.

Amount.....\$1,596.00
Less 40% 638.40

Total..... 957.60

40 % discount approved per Certificate # H.D.-42C-414

"This Purchase is for our own use and not for resale and will not be resold within one year
of date of purchase without the consent in writing of the disposal agency. Sale is subject
to War Assets Standard Conditions of Sale and no terms or conditions in this order supersede
or qualify said Conditions of Sale. Funds are available for payment." Property covered by
this Purchase Order is for the use of the Rivers and Ditches Department of the City of San
Antonio, Sanitation, Parks, and Public Property. Certification Symbol No.

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher, City Clerk

APPRO. NO. 85

AN ORDINANCE 5372

APPROPRIATING \$30.50 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, PAYABLE TO DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$30.50, be and the same is hereby appropriated out of the 1947 General Fund, to pay Dan Quill, Postmaster, for postage stamps as per approved purchase orders on file in the City Auditor's Office, out of the following departments:

Street Maintenance (one cent stamps).....	\$10.00
Stinson Field (5 cent air mail stamps) \$2.50	
(3 cent stamps) \$12.00..	14.50
Garbage & Sanitation (3 cent stamps)	<u>6.00</u>
	\$30.50

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO..86

AN ORDINANCE 5373

APPROPRIATING \$405.75 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS & TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$405.75, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for period June 16th, 1947 to June 30, 1947, Inc., as per approved Engineer's estimates on file in the City Auditor's Office, out of the following Departments:

Parks & Plazas.....	\$191.25
Garbage & Sanitation	136.50
Rivers & Ditches	<u>78.00</u>
	\$405.75

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 87

AN ORDINANCE 5374

APPROPRIATING \$5,600.00 OUT OF THE 1947 GENERAL FUND, CONTINGENT FUND, TO PAY THE TREASURER OF THE UNITED STATES, PAYMENT ON RECREATION BUILDING SOUTH SAN ANTONIO PROJECT TEX. 41-191-F.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,600.00, be and the same is hereby appropriated out of the 1947 General Fund, Contingent Fund, to pay the Treasurer of the United States, payment on Recreation Building, South San Antonio, Project Texas 41-191-F, according to Contract under date of June 18th, 1946. No. of Contract WAbcf-6-173.

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 88

AN ORDINANCE 5375

APPROPRIATING \$200.00 IN PAYMENT TO CANDOR FLORES FOR CITY'S PART OF COST OF CONSTRUCTION OF SANITARY SEWER MAIN ON RUIZ STREET, ADJACENT TO NEW CITY BLOCK 2096.

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

1. That \$200.00 be and the same is hereby appropriated out of the 1947 General Fund, Sewer Maintenance, in payment to Candor Flores of City's part of cost of construction of sanitary sewer main on Ruiz Street, adjacent to New City Block 2096, being approximately 84 feet in length.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 89

AN ORDINANCE 5376

APPROPRIATING \$100.00 TO STEWART TITLE GUARANTY COMPANY IN PAYMENT OF BALANCE DUE FOR LAND TO BE CONVEYED BY MRS. WILLIE H. YOUNG KNOWLES AND HUSBAND, REDMOND KNOWLES, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY)?

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

1. That \$100.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment of balance due for land to be conveyed by Mrs. Willie H. Young Knowles and husband, Redmond Knowles, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 6-A, New City Block 6058, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 90

AN ORDINANCE 5377

APPROPRIATING \$1,660.00 TO STEWART TITLE GUARANTY COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY JOHN CLACK AND FRED CLACK, TO CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,660.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by John Clack and Fred Clack, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 24, New City Block 6058, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 91

AN ORDINANCE 5378

APPROPRIATING \$1,594.00 TO STEWART TITLE GUARANTY COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY JOHN CLACK, WADE CLACK AND FRED CLACK, TO THE CITY OF SAN ANTONIO, FOR RIGHT OF WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. THAT \$1,594.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by John Clack, Wade Clack and Fred Clack, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 23, New City Block 6058, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

ALFRED CALLAGHAN

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 92

AN ORDINANCE 5379

APPROPRIATING \$1,735.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY GEORGE W. THOMAS, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,735.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by George W. Thomas, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 21, New City Block 2079, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 93

AN ORDINANCE 5380

APPROPRIATING \$5,000.00 TO ALAMO TITLE COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY ED FINCK, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$5,000.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Alamo Title Company, in payment for land to be conveyed by Ed Finck, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being parts of Lots 1, 2, 3, 15 and 16, New City Block 1038, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 94

AN ORDINANCE 5381

APPROPRIATING \$1,417.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY DAVID WATKINS AND WIFE, RUTH WATKINS, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,417.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by David Watkins and wife, Ruth Watkins, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 9, New City Block 2079, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 95

AN ORDINANCE 5382

APPROPRIATING \$1,905.00 TO COMMERCIAL ABSTRACT AND TITLE COMPANT IN PAYMENT FOR LAND TO BE CONVEYED BY J. C. WILRITCH, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,905.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by J. C. Wilritch, to the City of San Antonio, for right-of-way for Urban expressway (Interregional Highway), being Lot 20, New City Block 6058, within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 3rd day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 96

AN ORDINANCE 5383

APPROPRIATING \$77.00 OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$77.00, be and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs as per City Engineer's letter of July 2, 1947, as follows:

Tomas Gonzales	Refund	\$ 4.00
Mrs. E. J. LeSar	"	4.00
I. L. Pressman	"	2.15
C. Guy Westerman	"	10.00
Henry Lane	"	4.00
Inez Lozano	"	6.00
Paul A. Montimore	"	10.00
T. E. Vaughan	"	6.00
City of San Antonio	Repairs	<u>30.85</u>
	Total.....	\$77.00

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 97

AN ORDINANCE 5384

APPROPRIATING \$13,064.97, OUT OF THE POLICE & FIREMEN'S PENSION FUND FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13,064.97, be and the same is hereby appropriated out of the Police & Firemen's Fund, for payroll for the period ending June 30, 1947, in the amount of\$13,064.97.

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 98

AN ORDINANCE 5385

APPROPRIATING \$8.75, OUT OF THE 1946 GENERAL FUND, FOR ELECTION PAYROLL, OMITTED FROM CITY ELECTION & RUN-OFF ELECTION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$8.75, be and the same is hereby appropriated out of the 1946 General Fund, for Election Payroll for workers at the polls in City Election and in City Run-off Election, held on May 13 and on May 27, 1947, as follows:

Omitted frm City Election Payroll, May 13, 1947.....\$1.25

Omitted from Run-off Election Payroll, May 27, 1947. 7.50

(Out of Appro. #1142 dated May 31st, 1947).....\$8.75

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 99

AN ORDINANCE 5386

APPROPRIATING \$10.25 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FRED HUNTRESS, COUNTY CLERK, FOR QUALIFYING FEES OF NOTARY PUBLIC IN BEXAR COUNTY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10.25 be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay Fred Huntress, County Clerk, for qualifying fees for Various Departments, for Notary Public in Bexar County, as shown below:

Mayor's Office (J. H. Arstein).....	\$2.05
S. A. Municipal Airport (Betty Forsman	2.05
Police Department(Fred W. Schutze)	2.05
(Madelyn Jordan Heron)	2.05
(Charles Barrera)	<u>2.05</u>
	\$10.25

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 100

AN ORDINANCE 5387

APPROPRIATING \$187.50 OUT OF THE 1947 General Fund, HEALTH DEPT., TO PAY FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF JUNE, 1947.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that, the sum of \$187.50, be and the same is hereby appropriated out of the 1947 General Fund, Health Department, payable to Doctors as shown below, for professional services rendered during the month of June, 1947, at Robt. B. Green Hospital, T. B. Clinic.

Dr. J. M. Donaldson, Jr.,.....	\$120.00
Dr. B. E. Galloway	<u>67.50</u>
	\$187.50

PASSED AND APPROVED on the 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 5388

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND ALAMO AIR LINES SERVICES.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Alamo Air Line Services, 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, fo and in considerations herein set out, for the term beginning on the 1st day of July, 1947 and ending on the 30th day of June, 1949, the following described property situated on the Municipal Airport of the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-

3. 11,485 square feet of hangar space in Hangar #2, 19,064 square feet of hangar space in Hangar #3, 136 square feet of office space in north west corner Hangar #3, 304 square feet of shop space in northwest corner of Hangar #3. The fore going space to be used for storage and servicing aircraft, sales of aviation gasoline and oil, aircraft, aircraft parts and accessories, and aviation charter trips.

4. The amount of the rent for this property is \$641.00 payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$641.00 each month for the term thereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon up to 10,000 gallons and 1/4 cent per gallon above 10,000 gallons of gasoline sold or used by the Lessee in the preceding month, on the 1st of each month following the sale, during the term of this lease.

6. Lessee will pay Lessor 20% of all funds derived from "tie down" fees on the 1st of the month subsequent to the month in which fees were collected, during the term of this lease.

7. Lessee will pay the Lessor 2 1/2 per cent of the gross revenue derived from the sales of all charter trips both ways from the Airport monthly. This payment will be made on the 1st of each month subsequent to the month in which sales were made, during the term of this lease.

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

9. The Lessee will furnish modern service for dispensing gasoline, oil, water and air to airplanes to be serviced. And will immediately rectify all justified complaints as to this service. The Lessee shall have competent attendants on duty te render service at all hours while the airport is open for general flying.

10. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor, unless their official duties require otherwise, and that they will use the utility facilities designated for the Lessee and his employees. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

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

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

13. The Lessee acknowledges that he has examined the premises and appurtenances and they are suitable, safe and sufficient for the purpose of the Lessee.

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

15. In order to facilitate the sale of aviation gasoline and oil by Lessee, Lessor consents to the installation and use of necessary equipment on the premises of the Lessor, providing location and use of said equipment is approved by the Lessor in writing.

16. 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.

17. 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.

18. Lessor reserves the right upon 90 days notice to declare cancelled any provision of this contract that may interfere with any permanent construction necessitated for the expansion of the airport.

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

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

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

22. Lessee shall hold and save the Lessor harmless from any and all claims of whatever nature asserted by any person whomsoever growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted here under whether such claim results from the negligence of the Lessee or not.

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

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

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

26. PASSED AND APPROVED this 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

27. APPROVED AND ACCEPTED:

ALAMO AIR LINE SERVICES
Lessee

By: /s/ Jack C. Neal
Owner

* * *
AN ORDINANCE 5389

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND TOMCO
AVIATION, INCORPORATED.

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

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

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

3. Office space of approximately 530 square feet in the northwest corner of Hangar 2, said structure located on San Antonio Municipal Airport, San Antonio, Texas, and to be used for sales of aircraft, aircraft accessories and supplies, aircraft engines and parts, sale of aviation gasoline and oil, student instruction, and sale of any other items related to or used in conjunction with the operation of the business, and approximately 300 square feet of ground space upon which a small building, property of Lessee, is located.

4. The amount of rent for office space in Hangar 2 is \$47.50 per month and the ground rent for building is \$10.00 per month, payable monthly in advance at the office of the License and Dues Collector, City Hall, San Antonio, Texas, at the rate of \$47.50 and \$10.00 per month, respectively, each month for the terms hereof, and in addition to the charges specified herein.

5. The Lessee is authorized to sell aviation gasoline and petroleum products on the Municipal Airport and will pay the Lessor 1 cent per gallon for the 1st 10,000 gallons of gasoline sold or used by him on the premises and $\frac{1}{4}$ cent for all over 10,000 gallons of gasoline sold, payable on the 1st of each month following the sale, during the term of the lease.

6. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of each month prior to operation to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated \$30.00 per month; 4th Airplane operated, \$25.00 per month; 5th and each thereafter, \$10.00 per month.

7. To facilitate the operation of paragraph #5 hereof, the Lessor consents to the installation and use of necessary equipment by a third party under the direction of the Lessee on the premises of the Lessor, location to be approved by the Airport Management and agrees that said equipment shall be and remain the property of said third party exempt from levy, sale or distress for rent due, or to become due on said premises.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor, unless their official duties require otherwise, and that they will use the utility facilities designated for the Lessee and his employees. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

9. Lessee is authorized to use the premises for the sale of aviation charter trips but will pay the Lessor $2\frac{1}{2}\%$ of the gross sales derived therefrom on the first of the month subsequent to the month in which the sales were made, during the term of this lease.

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

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

12. The Lessee acknowledges that he has examined the premises, appurtenances and they are safe and suitable for the purpose of the Lessee and in good condition.

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

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

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

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

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

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

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

20. Lessee shall hold and save the Lessor harmless from any and all claims of whatever nature asserted by any person whomsoever growing out of or resulting from the exercise of the Lessee of any and all rights, franchise or license granted hereunder whether such claim results from negligence of Lessee or not.

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

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

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

24. PASSED AND APPROVED THIS 3rd DAY OF JULY, A.D., 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

25. APPROVED AND ACCEPTED THIS 3rd DAY OF JULY, A. D., 1947.

/s/ F. L. Thomson, Jr., President
TOMCO AVIATION, INCORPORATED
Lessee

APPROVED AS TO FORM:

/s/ COBBS, JR.
City Attorney

* * *

AN ORDINANCE 5390

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND FRANCIS
RAGSDALE, AN INDIVIDUAL, COUNTY OF BEXAR, STATE OF TEXAS.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Francis Ragsdale, 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 herein set out, for the term beginning on June 15, 1947 and ending on May 31, 1948, the following described property situated in the City of San Antonio, in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 400. Said structure is located on Stinson Field, San Antonio, Texas, and is to be used for shop and storage.

4. The amount of the rent for this property is \$70.00 per month, payable monthly in advance at the office of the License and Dues Collector of the Lessor, hereof, and in addition to the charges specified herein.

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

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

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

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

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

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.

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

13. The Lessee agrees that this lease is personal and cannot be transferred, assigned, sold or in any way conveyed and that the lease hereby leased cannot be in any way sub-leased to any person, firm or corporation without having first obtained consent of the Lessor in writing.

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

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

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

17. PASSED AND APPROVED this 3rd day of July, A. D., 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

18. APPROVED AND ACCEPTED this 3rd day of July, A. D., 1947.

APPROVED AS TO FORM:

/s/ Francis Ragsdale
An Individual

/s/ COBBS, JR.
City Attorney

* * *

AN ORDINANCE 5391

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

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

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

2. That the Lessor leases and demises to the Lessee, and Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of June, 1947 and ending on the 31st day of May 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 401. Said structure located on Stinson Field, San Antonio, Texas, and to be used for Shop and Storage.

4. The amount of the rent for this property is \$70.00, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$70.00 each month for the term hereof, and in addition to the charges specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

17. PASSED AND APPROVED this 3rd day of July, A.D., 1947

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

18. APPROVED AND ACCEPTED this 3rd day of July, A.D., 1947.

/s/ S. W. Reichstein

Lessee.

* * *

AN ORDINANCE 5392

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND
AIRBORNE RADIO AND ACCESSORIES.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor for and in considerations herein set out, for the term beginning on the 1st day of June, 1947, and ending on the 31st of March 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. 750 Square feet in Building 607. Said structure located on Stinson Field, San Antonio Texas, and to be used for the repair, sales and service of Aircraft, radios and their accessories.

4. The amount of the rent for this property is \$40.00, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$40.00 each month for the term thereof, and in addition to the charges specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

17. PASSED AND APPROVED this 3rd day of July, A. D., 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

18. APPROVED AND ACCEPTED this 3rd day of July, A. D., 1947.

/s/ Henry J, Kahanek

Lessee & Owner

* * *

AN ORDINANCE 5393

ELECTING COMMISSIONER JAMES W. KNIGHT TO ACT IN
THE ABSENCE OR THE DISABILITY OF THE JUDGE OF
THE CORPORATION COURT.

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

1. That Commissioner James W. Knight, Commissioner of Streets and Public Improvements, of the City of San Antonio, be and he is hereby elected to act in the absence or disability of the Judge of the Corporation Court.

2. PASSED AND APPROVED this 3rd day of July, A. D., 1947.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5394

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND
MORGAN AND McCULLY, A PARTNERSHIP.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Morgan and McCully, a partnership, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor for and in considerations herein set out, for the term beginning on the 1st day of June, 1947, and ending on the 31st day of May 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-
3. 608 square feet in northwest section, ground floor, of Administration Building, said structure located on Stinson Field, San Antonio, Texas, and is to be used exclusively for the operation of a restaurant.
4. The amount of the rent for this property is \$60.00 per month for the first six months and \$50.00 for the second six months plus 1 per cent of gross sales. Rent payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$60.00 per month for the first six months and \$50.00 per month for the second six months plus 1 per cent of gross sales, ofr the term hereof, and addition to the charges specified herein. Gross sales are payable on the 15th of each month following the sale, during the second six months of this lease. Said cafe shall remain open a minimum of six days per week which shall include Saturday and Sunday.
5. Payments on the basis of percentage of gross receipts shall be open to inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.
6. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the Premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom designated for the Lessee and his employees.
7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demises premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
8. The Prices charged for things sold shall at all times be reasonable, and not exorbitant and comparable with prices charged for the same article at similar places in the City.
9. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
10. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
11. The Lessee agrees that he will take good care of the property and ^{its} appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.
12. 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.
13. 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.
14. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises, business conducted therein, and all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.
15. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.
16. The Lessee further agrees that he will at his own expense and cost indemnify and hold Lessor against the claim or claims of any person or persons, natural or corporate, arising out of any injuries to person or property where such injuries or any part thereof have occurred during the term of this contract and on or in the premises described in Paragraph 3 of this contract.
17. In testimony whereof, the parties have hereunto set their hands in duplicate.

18. PASSED AND APPROVED this 3rd day of July, A. D., 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

19. APPROVED AND ACCEPTED this 3rd day of July, A. D., 1947

/s/ Kenneth E. Morgan

James F. McCully

Lessee

* * *

AN ORDINANCE 5395

MAKING A CONTRACT FOR CLEANING WINDOWS IN CITY HALL BUILDING.

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

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

2. That the Contractor will furnish Labor and Materials to the City of San Antonio, at the rate of Five (5) Dollars per day of eight (8) hours each, for a total of six (6) days.

3. That the Contractor shall, at his own expense, employ any additional labor, he may deem necessary. The Contractor assumes all liability for injury to person or property incurred in the performance of this Contract and will hold the City harmless therefrom.

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

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

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

7. All Ordinances and parts of Ordinances in conflict herewith are repealed.

8. PASSED AND APPROVED THIS 3rd day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

9; ACCEPTED

/s/ Frank Bustamante, Contractor

1302 West Commerce Street

* * *

A RESOLUTION 5396

WHEREAS, the Navy Department, in cooperation with civilian organizations throughout the country, will pay tribute to John Paul Jones, one of the founders of the Navy's earliest traditions of the heroism and victory, on July 6, 1947, the 200th anniversary of his birth.

WHEREAS, the nation-wide observance will be sponsored by the local chapters of the 18 organizations comprising the Navy Council, as well as national veterans' and patriotic organizations.

WHEREAS, the activities will be highlighted by a John Paul Jones celebration over the Fourth of July weekend in Fredericksburg, Virginia, his residence at the time of his entry into the naval service. Memorial services will be held on July 6 at the United States Naval Academy, Annapolis, Maryland, where his body is preserved in a marble sarcophagus under the chapel.

WHEREAS, the body was brought to this country from Paris, France by a squadron of American warships in 1905. These words appear in front of the sarcophagus: "He gave our Navy its earliest traditions of heroism and victory." Around this are the names of the ships he commanded during the Revolution; PROVIDENCE, ALFRED, RANGER, BON HOMME RICHARD, SERAPIS, and ARIEL.

WHEREAS, with the end of the Revolution came the end of our first Navy. Jones and the other officers and valiant crews of the Continental Navy were honorably discharged and their ships broken up or sold outright. The freedom was won and there would be no further need for a Navy.

WHEREAS, Jones was given a Vote of Thanks by the Congress and authorized to receive the first medal ever awarded to an American Naval Officer by Congress. He was the only officer of the Continental Navy to be so honored. His role as good will ambassador to France and his victories at sea over the British played a part in securing the French Decision to send troops and ships to assist the colonies and helped win the final victory at Yorktown, Virginia.

WHEREAS, while the magnificent tomb at the Naval Academy memorializes his deeds and the patriotic devotion which inspired them, the statue of him in West Potomac Park, Washington, D. C., helps to vivify his personality. Fittingly, this statue records the spirit which attends his memory with two inscriptions: "In life he honored the flag; in death the flag shall honor him"; and "I have not yet begun to fight."

WHEREAS, the Mayor and Commissioners of the City of San Antonio have been requested by the Naval Reserve Unit of San Antonio to dedicate site of the Naval Armory to be built here to the memory of John Paul Jones.

THEREFORE, BE IT RESOLVED that the site of the Naval Armory adjacent to Woodlawn Lake is hereby designated as a shrine to the memory of the greatest Naval Hero of the United States, John Paul Jones.

PASSED AND APPROVED this the 3rd day of July, A. D. 1947.

Alfred Callaghan,

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk * * *

APPRO. 101 AN ORDINANCE 5397

APPROPRIATING \$50,019.20 OUT OF THE 1947 GENERAL FUND, TO PAY TWO NOTES NOS. 5 & 6 INCLUSIVE, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,019.20 be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines, etc., Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay two Notes Nos. 5 & 6 inclusive, of the 1947 General Fund Series, maturing on or before May 31st, 1948: and that the sum of \$19.20 be and the same is hereby appropriated out of the 1947 General Fund Interest Department, to pay Interest on 1947 General Fund Notes Nos. 5 & 6 inclusive.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk * * *

APPRO. NO. 102 AN ORDINANCE 5398

APPROPRIATING \$10.00 OUT OF THE 1947 GENERAL FUND, ASSESSOR'S DEPT., PAYABLE TO ROLANDO PARGA FOR FIVE (5) SECTION MAP TRACINGS OF TERRELL WELLS AND SAN JOSE EXTENSION PROGRAM.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10.00, be and the same is hereby appropriated out of the 1947 General Fund, Assessor's Dept., payable to Rolando Parga for five (5) Section Map Tracings of Terrell Wells and San Jose extension program, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED ON THE 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk * * *

APPRO. NO. 103 AN ORDINANCE 5399

APPROPRIATING \$19,502.65 OUT OF THE U. S. GOV'T TAX ACCOUNT TO PAY WITHHOLDING TAXES FOR MONTH OF JUNE 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$19,502.65, be and the same is hereby appropriated out of the U. S. Gov't Tax Account, payable to the National Bank of Commerce, for credit to Account of Federal Reserve Bank of Dallas, Texas, Fiscal Agent of the United States, Withheld Taxes, being amount deducted from payrolls for the month of June 1947.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 104

AN ORDINANCE 5400

APPROPRIATING \$194,816.25 OUT OF VARIOUS FUNDS TO PAY
AUGUST 1, 1947 BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, \$194,816.25, be and the same is hereby appropriated out of the following Sinking Funds, payable to the National Bank of Commerce, San Antonio, Texas, City Depository and Fiscal Agent, to pay Bonds and Interest coupons maturing August 1, 1947:

	BONDS	INTEREST COUPONS
Sewer Disp. & San. Sewer Bonds of 1928	\$31,000.00	\$14,620.00
St. Opening & Widening Bonds of 1928	15,000.00	7,012.50
Street Paving Bonds of 1928	19,000.00	8,776.25
Flood Prev. & Storm Sew. Bonds of 1928	12,000.00	5,843.75
Bridge Bonds of 1928	4,000.00	1,763.75
Police & Fire Bldg Bonds of 1928	7,000.00	3,506.25
Library Bonds of 1928	12,000.00	5,843.75
Park Improvement Bonds of 1928	10,000.00	4,675.00
Exposition Park Bonds of 1928	6,000.00	2,932.50
Governor's Palace Bonds of 1928	1,000.00	658.75
Funding Bonds of 1940	18,000.00	832.50
Airport Bonds of 1941	3,351.25
	\$135,000.00	\$59,816.25

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 105

AN ORDINANCE 5401

AUTHORIZING THE AUDITOR TO CORRECT DEPOSIT WARRANT
NO. 197, DATED JUNE 4, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, Deposit Warrant #197, dated June 4, 1947, 1946 General Fund, Olmos Basin Department, be debited with \$322.44 and the 1947 General Fund, Olmos Basis Department, be credited with \$322.44. This amount was paid by L. B. Horn on May 23, 1947, License & Dues Receipt #2076, for grazing privileges in the Olmos Basin area.

The Auditor being hereby authorized to make such correction on the books and records of the City of San Antonio.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 106

AN ORDINANCE 5402

APPROPRIATING \$857.10 OUT OF THE 1947 GENERAL FUND,
SEWAGE DEPARTMENT, IN PAYMENT OF FIFTEEN (15) ONE TON
DRUMS OF LIQUID CHLORINE, AND FREIGHT CHARGES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$857.10, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, in payment of fifteen (15) One Ton Drums of Liquid Chlorine, at \$2.50 PER CWT., FOB Corpus Christi, Texas and the payment of freight charges thereon. The above amount payable as follows:

Southern Alkali Corporation, Corpus Christi, Texas.....\$683.10
 Texas & New Orleans Railroad Co., San Antonio, Texas... 174.00
 \$857.10

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 107

AN ORDINANCE 5403

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN
 APPROPRIATION FOR MATERIALS AND SUPPLIES WITH WAYNE
 BULL AUTO PARTS, 407 SIXTH ST., SAN ANTONIO, TEXAS.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio.

2. An Appropriation is made hereby in the amount of \$199.50 from the Garbage and Sanitation Department, 1947 General Fund to pay the debt created by this Ordinance, and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance. SEE SECTION 5 BELOW:

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

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

5. TO FURNISH THE GARBAGE AND SANITATION DEPARTMENT WITH ONE (1) G.E. FAST CHARGER, MODEL #80 DE LUXE BATTERY CHARGER. NET PRICE: \$199.50

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 108

AN ORDINANCE 5404

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN
 APPROPRIATION FOR MATERIALS AND SUPPLIES WITH WALLACE
 & TIERNAN CO., INC., 2415 SAN JACINTO ST., HOUSTON,
 4, TEXAS. FAIRFAX 4677.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Wallace & Tiernan Co., Inc., 2415 San Jacinto St., Houston, 4, Texas.

2. An Appropriation is made hereby in the amount of \$5,075.00 from the Sewage Plant Department, 1947 General Fund, to pay the debt created by this Ordinance, and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of the contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance. See Item 5 below:

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

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

5. TO FURNISH AND SUPERVISE THE INSTALLATION OF ONE (1) MASTER VISIBLE VACUUM CHLORINATOR, OF 1500 LBS PER 24 HOURS CAPACITY, TYPE MMHSV: INCLUDING ALL SPECIAL CHLORINE VALVES AND FITTINGS, ALL VENT AND DRAIN HOSE, THE 2" RUBBER LINED PIPE TO CONVEY CHLORINE SOLUTION TO POINT OF APPLICATION, ONE WATER PRESSURE BOOSTER PUMP EQUIPPED WITH 220 VOLT MOTOR AND MAGNETIC SWITCH.

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

J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

APPRO. NO. 109

AN ORDINANCE 5405

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH DOWNTOWN MOTORS, 415 MAIN AVENUE, SAN ANTONIO, TEXAS, PROPOSAL DATE: JULY 3, 1947.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Downtown Motors, 415 Main Ave., San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$556.54 from the 1947 General Fund, Recreation Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

4. This instrument in writing constitutes the entire contract between the parties, there being not other written nor parole agreement with officer or employee of the City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

5. Accepting the attached Proposal to furnish the Recreation Department with one Ford one-half ton Pick-up Truck, 1947 year model, 6-cylinder, 90-horsepower, for a total sum of \$1101.54, less allowance on trade-in for one 1940 Ford Station Wagon, Motor No. 5365940, Exempt License No. XC 1528, trade-in allowance \$545.00, making a net total sum of \$556.54, and that the net sum of \$556.54 be, and is hereby appropriated out of the 1947 General Fund, Recreation Department, in payment of same.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 110

AN ORDINANCE 5406

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR MATERIALS AND SUPPLIES WITH RUSSELL & BUTLER, 346 MILAM BLDG., SAN ANTONIO, TEXAS.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Russell & Butler, 346 Milam Building San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$125.00 from the Sewage Plant Department, 1947 General Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance. See The Item 5 Below:

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

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

5. One (1) Ton 20ft Lift Chain Hoist.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 111

AN ORDINANCE 5407

APPROPRIATING \$192.58 TO PAY RODGERS AND STEWART,
INC., FOR UVALDE ROCK ASPHALT.

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

1. That \$192.58 be and the same is appropriated hereby out of the 1947 General Fund, Street Maintenance, to pay Rodgers and Stewart, Inc., for 38.515 tons of Uvalde Rock Asphalt at \$5.00 per ton, FOB their plant.

2. This was an emergency purchase for street paving repair material which could not be delivered by White's Uvalde Mines or Colglazier & Hoff, Inc., who have the contract for this material this year.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 112

AN ORDINANCE 5408

APPROPRIATING \$1,750.00 TO TEXAS TITLE GUARANTY COMPANY,
FOR LAND TO BE CONVEYED BY GLADYS FOSTER, A FEME SOLE,
TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN
EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,750.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Texas Title Guaranty Company, in payment for land to be conveyed by Gladys Foster, a feme sole, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being a triangular tract of land out of Lots A-18 and B-18, New City Block 1969, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; the City of San Antonio to convey by special warranty deed to said Gladys Foster a triangular tract of land out of Lot A-19, New City Block 1969, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as part of the consideration for the conveyance by Gladys Foster to the City of San Antonio.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 113

AN ORDINANCE 5409

APPROPRIATING \$228.70 OUT OF THE 1947 GENERAL FUND,
TO DEFRAID EXPENSES OF JACK G. W. HUTTON, SERGEANT OF
DETECTIVES, ON ASSIGNMENT TO F.B.I. NATIONAL POLICE
ACADEMY AT WASHINGTON, D. C.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$228.70, be and the same is hereby appropriated out of the 1947 General Fund, Police Department, of the City of San Antonio, Texas, to re-imburse amount expended by Jack G. W. Hutton, Sergeant Detective Division of the Police Department, for necessary expenses on assignment to the F.B.I. National Police Academy at Washington, D. C., as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 114

AN ORDINANCE 5410

APPROPRIATING \$230.00 OUT OF THE 1946 GENERAL FUND,
POLICE DEPARTMENT, TO PAY HOWARD BAYLOR FOR LOST BOAT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$230.00, be and the same is hereby appropriated out of the 1946 General Fund, Police Department, payable to Howard Baylor, 1618 South Presa Street, San Antonio, Texas for one lost or stolen boat, as per approved statement on file in the Auditor's Office.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 115

AN ORDINANCE 5411

REPEALING AN ORDINANCE OF MAY 28, 1947, BEING COUNCIL
APPROPRIATION NO. 1099.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that: Whereas an ordinance passed and approved May 28, 1947, being Council Appro. No. 1099, appropriating \$6,000.00 out of the 1946 General Fund, Contingencies, for the purpose of paying the costs of materials for alterations and additions to be constructed and made a part of Willow Springs Golf Club House. Now be it ordained by the Commissioners of the City of San Antonio that the sum of \$6,000.00 heretofore appropriated out of the said 1946 General Fund, Contingencies, be and the same is hereby repealed and cancelled and the \$6,000.00 be transferred to the 1946 General Fund, Taxes, Licenses, fines, etc.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 116

AN ORDINANCE 5412

APPROPRIATING \$2,048.15 OUT OF THE 1947 GENERAL FUND,
SAN ANTONIO AIRPORT DEPARTMENT TO PAY ALBERT HIRSCHFELD
THE SUM OF \$2,048.15.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$2,048.15, be and the same is hereby appropriated out of the 1947 General Fund, San Antonio Airport Department, to pay Albert Hirschfeld \$1,357.10 as the first annual installment on the City's note of \$27,642.00, due July 11, 1947 and \$691.05 the annual interest on the note at 2½% per annum.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 117

AN ORDINANCE 5413

APPROPRIATING \$249.99 OUT OF THE 1946 GENERAL FUND,
STINSON FIELD DEPARTMENT, TO PAY W. U. PAUL, JULY
1947 INSTALLMENT (NO. 7) DUE ON HANGAR DOORS AT
STINSON FIELD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$249.99, be and the same is hereby appropriated out of the 1947 General Fund, Stinson Field Department, to pay W. U. Paul, July 1947 Installment (No. 7) due for doors on Hangar No. 602 at Stinson Field in accordance with the Ordinance passed and approved on November 14th & 31st, 1946.

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

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 118

AN ORDINANCE 5414

APPROPRIATION \$221.00 OUT OF THE 1947 GENERAL FUND,
PAUPER INTERMENT DEPARTMENT, FOR DIGGING OF GRAVES
AND BURIAL OF PAUPERS DURING THE MONTH OF JUNE, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$221.00 be and the same is hereby appropriated out of the 1947 General Fund, Pauper Interment Department, payable to the Castillo Funeral Home, for digging of graves and burial of paupers during the month of June 1947, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5415

ACCEPTING PROPOSAL OF PAUL L. BERTETTI TO FURNISH THE
CITY OF SAN ANTONIO GRAVEL FROM PIT LOCATED OFF THE
HOLM ROAD, BEING WHAT IS KNOWN AS KELLY GRAVEL PIT.

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

1. That the proposal of Paul L. Bertetti, dated July 3, 1947, attached hereto and made a part hereof, to furnish the City of San Antonio with gravel from the Kelly Gravel Pit located off the Holm Road, at 5 cents per cubic yard, be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * * * *

ORDINANCES 5416 - 5417 - 5418 - 5419 - 5420

MAKING SEPARATE CONTRACTS FOR ONE TRUCK FROM EACH OF
THE FOLLOWING: ALBERT M. GONZALEZ, ANTONIO CARMONA,
IGNACIO PEREZ, FRANK BARRERA AND BERNARD H. REANDO.
CONTEXT OF FORM ORDINANCE AS FOLLOWS:

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

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

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.

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

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

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

8. PASSED AND APPROVED this 10th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

9. ACCEPTED BY THE FOLLOWING CONTRACTORS:

ALBERT M. GONZALES, 1906 W. POPLAR STREET: ANTONIO CARMONA, 427 HAWTHORNE STREET:
IGNACIO PEREZ, 153 HENRY STREET: FRANK BARRERA, 1910 W. LAUREL STREET: BERNARD H. REANDO,
1150 SIMS STREET:

* * *

AN ORDINANCE 5421

MAKING A QUIT CLAIM DEED TO DR. FERDINAND P. HERFF, ADOLPH P. HERFF AND DR. WILLIAM M. WOLF, JR.

WHEREAS, Dr. Ferdinand P. Herff, Adolph P. Herff and Dr. William M. Wolf, Jr., have presented to the City Commissioners of the City of San Antonio, Texas, their petition and request for a quit-claim and conveyance from said City of San Antonio, Texas, covering property located in the City of San Antonio hereinafter described, in order to quiet the record title of said premises in said persons.

And, WHEREAS, said persons and their predecessors in title have been claiming, using and enjoying said property in undisturbed possession for a period in excess of one hundred (100) years,

And, WHEREAS, no deed from said City of San Antonio, Texas, can be found of record covering said property, it is presumed that the same is lost or destroyed, and that said City of San Antonio, Texas, has no actual claim, right, title or interest in and to said property or any part of the same.

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

That this Ordinance makes and manifests a quit-claim deed by the City of San Antonio of the County of Bexar and State of Texas, for and in consideration of quieting of the title to, and to release the apparent claim of the City of San Antonio appearing in the record of the title to the hereinafter described property:

And that the City of San Antonio does by these presents BARGAIN, SELL, RELEASE and FOREVER QUIT-CLAIM unto DR. FERDINAND P. HERFF, ADOLPH P. HERFF and DR. WILLIAM M. WOLF, JR., their heirs and assigns, all of its right, title and interest in and to that certain tract of land lying in the City of San Antonio, County of Bexar and State of Texas, more particularly described as follows:

Lot A-26, New City Block 122 fronting 41.4 feet,
more or less, on the North side of West Commerce
Street in the City of San Antonio, Bexar County,
Texas.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said DR. FERDINAND P. HERFF, ADOLPH P. HERFF and DR. WILLIAM M. WOLF, JR., their heirs and assigns forever, so that neither the City of San Antonio, nor its successors or assigns, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or any part thereof.

The Mayor is authorized to sign this document and the City Clerk is authorized to attest the same.

PASSED, APPROVED and EXECUTED this 10th day of July A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

THE STATE OF TEXAS,

COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, on this day personally appeared ALFRED CALLAGHAN, Mayor of the City of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was an act of said City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein stated.

GIVEN UNDER my hand and seal of office, this 10th day of July, A. D. 1947.

/s/ GERTRUDE WALTER
Notary Public, Bexar County, Texas.

* * *

A RESOLUTION 5422 - *Ord # 5646A 8/1/47*

GIVING NOTICE OF A HEARING ON JULY 31, 1947, OF A PROPOSED AMENDMENT OF THE ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS, ETC., PASSED AND APPROVED ON THE 3RD DAY OF NOVEMBER, 1938, FOR RE-ZONING OF CERTAIN PROPERTIES ON WEST COMMERCE STREET AND HIGHWAY 90.

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

1. That a public hearing will be held before the Board of Commissioners of the City of San Antonio, in the Council Chamber of the City Hall in San Antonio, Bexar County, Texas, at 10:30 o'clock A.M. on

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

in relation to changes in the regulations, restrictions and boundaries of the Zoning Districts specified in an ordinance establishing zoning regulations, districts, etc. as passed and approved on the 3rd day of November, 1938.

2. The changes in said ordinance shall be substantially as follows:

3. The passage and approval of an ordinance amending the present zoning regulations of the zoning ordinances passed and approved on the 3rd day of November, A.D. 1938, so as to incorporate the following:

4. To zone as "H" Local Retail, Lots 7 thru 12, Block 3679 (84) (between 25 and 26 Sts.); Lots 5 thru 8, Block 8536 (1); Lots 3, 4, 9, 10 & 15, Block 8536 (9); Depth of 115 feet off of West Commerce, Block 8267; Lots e4 thru 46, Block 8254 (15); Lots 26 thru 50, Block 8253 (14); Lots 26 thru 50, Block 8252 (13); Depth of 125 feet on North side from Stephenson Road to Block 8880; Lots 36 thru 40, Block 8880 (24); Lots 36 thru 45, Block 8879 (23); Lots 36 thru 45, Block 8878 (22); Lots 36 thru 45, Block (21); Lots 36 thru 45, Block 8876 (20); Lots 36 thru 40, Block 8875 (19); Depth of 100 feet on Southside from old city limits to Apache Creek; Lots 16 thru 23, Block 8187 (1); Lots 23 thru 33, Block 8188 (2); Lots 1 thru 4, Block 8189 (2); Lots 1 thru 4, Block 8189 (1); Depth of 100 feet off West Commerce, Block 8190; Lots 1 thru 6, Block 8651 (A); Lots 31 thru 33, Block 8651 (D); Depth of 100 feet off West Commerce, Block 8647; Lots 3 thru 6, Block 8648 (2); Lots 3 thru 6, Block 8648 (1); Depth of 100 feet off West Commerce, Block 8648 (3); Lots 1 thru 4, Block 8529 (2); Lots 1 thru 21, Block 8204 (1); Lots 1 thru 12, 39 and 40, Block 8226 (1); Lots 1 thru 12, 39 and 40, Block 8227 (2); Lots 1 thru 12, 39 and 40, Block 8228 (3); Lots 1 thru 12, 39 and 40, Block 8229 (4); Lots 1 thru 12, 39 and 40, Block 8230 (5); Lots 1 thru 12, 39 and 40, Block 8231 (6); Lots 1 thru 12, 39 and 40, Block 8232 (7); Lots 1 thru 14, 39 and 40, Block 8233 (8); Lots 1 thru 16, 37 thru 40, Block 8234, (9); Lots 1 thru 18, 35 thru 40, Block 8235 (10); and,

5. To zone as "F" Local Retail, Depth of 150 feet each side from San Joaquin Avenue to Wood Avenue; Lots 1 thru 26, Block 7441 (19); Lots 1 thru 29, Block 7440 (18); Lots 1 thru 20, Block 7439 (17); Depth of 150 feet on Southside from Wood Avenue to Acme Road; Depth of 150 feet on Northside from Frankie Street to Acme Road.

6. Notice of such hearing shall be given by publication three times in the "COMMERCIAL RECORDER", the official publication of the City of San Antonio, stating the time and place of such hearing, which time shall not be earlier than fifteen (15) days from the first date of such publication.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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A RESOLUTION 5423

CALLING FOR BIDS FOR PAINTING CERTAIN BUILDINGS AT STINSON FIELD AIRPORT: TO BE SUBMITTED JULY 24, 1947.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, City Hall, San Antonio, 5, Texas, for painting certain buildings at Stinson Field Airport, as follows: Nos. 601, 602, 604, 608, 610, 612, 614, 616 and 658, and that part of Buildings Nos. 607 and 609 that is not now painted aluminum; and, a separate bid on each of the following buildings: Nos. 613, 615, 623, 647, 648 and 656.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Painting Certain Buildings at Stinson Field Airport".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The bond shall be 50 per cent of the total cost of the job.

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

Thursday, the 24th of July, A. D. 1947

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

5. The work shall be done and completed in accordance with the plans and specifications and under the direction of Airport Engineer J. R. Saunders; copy of the specifications is on file in the office of the City Clerk.

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

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

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

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

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

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

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 119

AN ORDINANCE 5424

APPROPRIATING \$133, 295.60, OUT OF THE 1947 GENERAL FUND FOR REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$133,295.60, be and the same is hereby appropriated out of the 1947 General Fund, for regular semi-monthly payrolls for the period ending July 15, 1947.

PUBLIC AFFAIRS IN GENERAL.....	\$ 20,749.80
TAXATION DEPARTMENT	5,840.00
COMM. SANITATION, PARKS & PUBLIC PROPERTY	18,046.58
STREETS & PUBLIC IMPROVEMENTS	11,083.96
FIRE & POLICE DEPARTMENTS	<u>77,575.26</u>
TOTAL.....	\$133,295.60

PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher,

City Clerk.

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APPRO. NO. 120

AN ORDINANCE 5425

APPROPRIATING \$75.00 OUT OF THE ADVERTISING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$75.00, be and the same is hereby appropriated out of the Advertising Fund, for semi-monthly payroll for the period ending July 15, 1947, in the amount of\$75.00.

PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 121

AN ORDINANCE 5426

APPROPRIATING \$1,961.13, OUT OF THE COMMERCE BUILDING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,961.13, be and the same is hereby appropriated out of the Commerce Building Fund, for semi-monthly Health Department payroll for the period ending July 15, 1947, in the amount of ...\$1,961.13. PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 122

AN ORDINANCE 5427

APPROPRIATING \$175.00 OUT OF THE INTERREGIONAL HIGHWAY A-45 FUND, FOR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$175.00, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, for semi-monthly payroll for the Engineering Co-ordinator, for the period ending July 15, 1947, in the amount of.....\$175.00. PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 123

AN ORDINANCE 5428

APPROPRIATING \$270.00 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPTS. TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$270.00, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for period July 1st, 1947 to July 15th, 1947 inclusive, as per approved Engineer's estimate on file in the City Auditor's Office, out of the following Department:

Street Maintenance.....\$270.00

PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 124

AN ORDINANCE 5429

APPROPRIATING \$1,520.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY ELIZABETH HANDLEY, A WIDOW, AND ROBERT CLINE, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,520.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, Stewart Title Guaranty Company, in payment for land to be conveyed by Elizabeth Handley, a widow, and Robert Cline, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 30, New City Block 2079, within the corporate limits of the City of San Antonio, Bexar County, Texas.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 125

AN ORDINANCE 5430

APPROPRIATING \$6,000.00 TO GUARDIAN ABSTRACT AND TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED TO THE CITY OF SAN ANTONIO, BY CARL F. WIDEMAN, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$6,000.00 be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to Guardian Abstract and Title Company, in payment for land to be conveyed to the City of San Antonio, by Carl F. Wideman, for right-of-way for Urban Expressway (Interregional Highway), being East 1/2 of Lot 4 and all of Lot 5, Block 83, New City Block 3256, within the corporate limits of the City of San Antonio, Bexar County, Texas.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 126

AN ORDINANCE 5431

APPROPRIATING \$14,500.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY JUD PLUMBING AND HEATING COMPANY ANR T. W. NEELY, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$14,500.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company for land to be conveyed by Jud Plumbing and Heating Company and T. W. Neely, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being the West 147 feet of Lot E, New City Block 346, within the corporate limits of the City of San Antonio, Bexar County, Texas.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 127

AN ORDINANCE 5432

APPROPRIATING \$1,950.00 TO STEWART TITLE GUARANTY COMPANY FOR LAND TO BE CONVEYED BY ESSIE FRENCH, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (Interregional Highway)

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

1. That \$1,950.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Essie French, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 24, New City Block 2079, within the corporate limits of the City of San Antonio, Bexar County, Texas.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 128

AN ORDINANCE 5433

APPROPRIATING \$205.38 OUT OF THE 1947 GENERAL FUND TO PAY EXCHANGE ON JULY 1ST, 1947 BOND & INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$205.38, be and the same is hereby appropriated out of the 1947 General Fund, Exchange Department, payable to National Bank of Commerce, of San Antonio, Texas, to pay exchange on \$171,150.64 Bond and Interest Coupon Maturities due July 1st, 1947.

PASSED AND APPROVED on the 15th day of July, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

City Clerk

M A Y O R

APPRO. NO. 129

AN ORDINANCE 5434

APPROPRIATING \$2.25 OUT OF THE PARK REVENUE BOND, 1945
FUND TO PAY EXCHANGE ON JUNE 15TH, 1947 BOND AND INTEREST
MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.25, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, payable to National Bank of Commerce of San Antonio, Texas, to pay exchange on \$1,875.00 Bond and Interest Coupon Maturities due June 15, 1947.

PASSED AND APPROVED on the 15th day of July, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5435

MAKING A SPECIAL WARRANTY DEED TO THELMA BRINK, A WIDOW,
ELAINE BRINK CAMPBELL, WIFE OF JAMES W. CAMPBELL AND
JOHN JOSEPH BRINK, JR.

WHEREAS, Thelma Brink, a widow, Elaine Brink Campbell, wife of James W. Campbell, and John Joseph Brink, Jr., owned real estate in San Antonio, Bexar County, needed by the City of San Antonio for right-of-way for the new San Antonio Urban Expressway, described as follows:

A part of Lot Twelve (12), Block Eighty-three (83), New City Block Thirty-two Hundred Fifty-six (3256), in KEYSTONE PARK ADDITION, more particularly, described as follows:

BEGINNING at the northeast corner of Lot 12, Block 83, New City Block 3256; Thence southward along the east line of said Lot 12 and the west line of Lot 13, a distance of 41.0 feet to a point, same being 79.0 feet northward along the east line of Lot 12 from the north line of Mistletoe Avenue, for the south corner of the parcel being conveyed; Thence northwestward in a straight line a distance of 52.0 feet, more or less, to a point in the north line of said Lot 12 and the south line of the alley, said point being 32.0 feet westward from the northeast corner of said Lot 12, for the west corner of the parcel being conveyed; Thence eastward along the North line of said Lot 12 and the south line of the alley, a distance of 32.0 feet to the place of beginning.

such real estate being held and owned by said parties in the following proportions: an undivided one-half interest thereof by Thelma Brink, a widow, and an equal undivided one-half interest thereof by Elaine Brink Campbell, wife of James W. Campbell, and John Joseph Brink, Jr.; said undivided one-half interest held by Elaine Brink Campbell and John Joseph Brink, Jr., being subject to a life estate in the said Thelma Brink;

And, whereas, said persons did on the 23rd day of May, 1947, execute a deed conveying the above described property to the City of San Antonio in exchange for the hereinafter described real estate belonging to the City of San Antonio, which is not needed for right-of-way for the new Urban Expressway; said executed deed now being held by the Stewart Title Guaranty Company in escrow pending the completion of the exchange of the properties herein mentioned;

And, whereas, a deed from the City of San Antonio conveying the hereinafter described property to the above mentioned persons with the same reservation and in the proportions that the above described property was held and enjoyed by such persons, is necessary to effectuate the exchange of properties herein mentioned.

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

That this ordinance makes and manifests a special warranty deed by the City of San Antonio of the County of Bexar and State of Texas, for and in consideration of the exchange of the above described property, and to sell, transfer and convey to the aforementioned persons the following described real property to complete the exchange of properties herein mentioned;

And that the City of San Antonio does by these presents grant, sell and convey unto the said Thelma Brink, a widow, Elaine Brink Campbell, wife of James W. Campbell, and John Joseph Brink, Jr., in the proportions and subject to the reservation hereinafter stated, all that certain tract or parcel of land situated in Bexar County, in the City of San Antonio, Texas, described as follows, to-wit:

A triangular tract of land out of Lot 13, Block 83, New City Block 3256, more particularly described as follows:

BEGINNING at the southwest corner of Lot 13, Block 83, New City Block 3256, in the City of San Antonio, said point also being the intersection of the north line of Mistletoe Avenue and the west

line of said lot 13; THENCE, northward along the west line of Lot 13, and the east line of Lot 12, a distance of 79.0 feet to a point, for the north corner of the parcel being conveyed; THENCE, southeastward in a straight line a distance of 85.61 feet more or less to a point in the south line of Lot 13 and the north line of Mistletoe Avenue, for the east corner of the parcel being conveyed; THENCE, westward along the south line of Lot 13, and the north line of Mistletoe Avenue a distance of 33.0 feet to the place of beginning.

The said Thelma Brink, a widow, shall henceforth have, hold, possess and enjoy an undivided one-half interest in the above described real estate and the said Elaine Brink Campbell, wife of James W. Campbell, and John Joseph Brink, Jr., from henceforth shall have, hold, possess and enjoy an equal undivided one-half interest in the above described real estate; provided, however, there is reserved unto the said Thelma Brink a life estate in the undivided one-half interest in said property herein conveyed to Elaine Brink Campbell and John Joseph Brink, Jr., and it is hereby expressly agreed that the said Thelma Brink shall have for herself and her assigns the full possession, benefit and use of the above described premises, as well as all of the rents, issues and profits thereof for and during her natural life.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging unto the said grantees above named, their heirs and assigns forever, and the grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the said property unto the said grantees above named; their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under it.

It is expressly agreed and understood that if the remaining property of the grantor shall be used as a "Freeway", the owners of the property herein conveyed, their heirs and assigns, shall not have the right of ingress or egress thereto.

The Mayor is authorized to sign this document and the City Clerk is authorized to attest the same.

PASSED, APPROVED and EXECUTED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared ALFRED CALLAGHAN, Mayor of the City of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was an act of said City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein stated.

GIVEN UNDER my hand and seal of office, this 15th day of July, A.D. 1947

/s/ GERTRUDE WALTER
Notary Public, Bexar County, Texas

* * *

AN ORDINANCE 5436

ACCEPTING DEED OF LOUISA ELLISON, A WIDOW, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Louisa Ellison, a widow, dated the 1st day of May, 1947, conveying to the City of San Antonio for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$2,200.00, certain property described as follows:
2. Being the East 21.5 feet of Lot 8 and the west 26.5 feet of Lot 9, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 17th day of July, A. D. 1947

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

AN ORDINANCE 5437

ACCEPTING DEED OF C. G. GOODRICH AND WIFE, HELEN GOODRICH, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of C. G. Goodrich and wife, Helen Goodrich, dated the 8th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$1,630.00, certain property described as follows:
2. The east 7.5 feet of Lot A-6 and the west 40.5 feet of Lot A-7, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5438

ACCEPTING DEED OF PHILIP BEASLEY AND WIFE, SOPHIA BEASLEY, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Philip Beasley and wife, Sophia Beasley, dated the 8th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$1,933.00, certain property described as follows:
2. The West 48 feet of Lot A-6, Block 1, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5439

ACCEPTING DEED OF MACARIO C. ROMERO AND WIFE, POLA D. ROMERO, FOR CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Macario C. Romero and wife, Pola D. Romero, dated the 1st day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$2,100.00, certain property described as follows:
2. Lot 18 and the East 21.95 feet of Lot 17, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described by metes and bounds in said deed;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5440

ACCEPTING DEED OF ALLEN R. MENGER TO CERTAIN PROPERTY FOR RIGHT OF WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Allen R. Menger, dated the 7th day of April, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$2,250.00, certain property described as follows:

2. East 14 feet of Lot 7 and the west 34 feet of Lot 8, Block 1, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5441

ACCEPTING DEED OF RUBIN TATSCH AND WIFE, MARGARET L. TATSCH, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Rubin Tatsch and wife, Margaret L. Tatsch, dated the 16th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$5,400.00, certain property described as follows:

2. Lots 20 A and 20 B (sometimes referred to as lots A 20 and B 20), in New City Block 1969, in Glendale Addition, in the City of San Antonio, Bexar County, Texas;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5442

ACCEPTING DEED OF RALPH RATCLIFF AND WIFE, ELOISE RATCLIFF, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Ralph Ratcliff and wife, Eloise Ratcliff, dated the 9th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$750.00 certain property described as follows:

2. Lots 10 and 11, Block 2, New City Block 6245, a resubdivision of Lots 7, 9, 10, 11, 12 and east 1/2 Lot 14 and West 1/2 of Lot 15, in Collins Gardens, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5443

ACCEPTING DEED OF IDA SUE ROBERTS, A WIDOW, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Ida Sue Roberts, a widow, dated the 5th day of April, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$4,200.00, certain property described as follows:

2. Lot 4, in Block 3, New City Block 6301, H. C. Thorman Subdivision, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5444

ACCEPTING DEED OF CHARLES HACK AND WIFE, ORA HACK,
TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN
EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Charles Hack and wife, Ora Hack, dated the 1st day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$5,625.00, certain property described as follows:

2. Lot 6, Block 1, New City Block 6301, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher,

City Clerk

* * *

AN ORDINANCE 5446

ACCEPTING DEED OF CHARLES JONES AND WIFE, TENNIS JONES,
TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESS-
WAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Charles Jones and wife, Tennie Jones, dated the 15th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$890.00, certain property described as follows:

2. Parts of Lots 6, 7 and 10.07 feet of Lot 8, New City Block 2082, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described by metes and bounds in said deed;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5445

ACCEPTING DEED OF PAUL A. KRUEGER AND OTHERS TO CERTAIN PROPERTY
FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Paul A. Krueger and others, acting by and through Wilmer Arthur Krueger, Attorney-in-Fact, dated the 19th day of April, A.D. 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$800.00, certain property described as follows:

2. Part of Lot 2, in Block 3, New City Block 6301, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described by metes and bounds in said deed;

3. Be and the same is hereby accepted.

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

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5447

ACCEPTING DEED OF ALMA NEMKY, A WIDOW, HAROLD W. C. NEMKY AND MILTON MAX NEMKY, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Alma Nemky, a widow, Harold W. C. Nemky, and Milton Max Nemky, the said Milton Max Nemky acting by and through Helen R. Nemky, his agent and attorney-in-fact, dated the 23rd day of April, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$3,000, certain property described as follows:
2. All of Lot 2, except the south 10 feet thereof, Block 3, New City Block 6292, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5448

ACCEPTING DEED OF FRANCES B. LAWRENCE, A WIDOW, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Frances B. Lawrence, a widow, Individually and as Independent Executrix of the Will of John F. Lawrence, deceased, dated the 7th day of May, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$17,000.00, certain property described as follows:
2. Lots 37 and 38, in Block 1, New City Block 6480, in Woodlawn Place Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST;

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 5449

ACCEPTING DEED OF AERO FINANCE CORPORATION, A TEXAS CORPORATION, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That the general warranty deed of Aero Finance Corporation, a Texas corporation, dated the 22nd day of April, 1947, conveying to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), for a consideration of \$14,000.00, certain property described as follows:
2. Lot 4, in Block 3, New City Block 785, situated within the corporate limits of the City of San Antonio, Bexar County, Texas;
3. Be and the same is hereby accepted.
4. PASSED AND APPROVED this 15th day of July, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 5450

ACCEPTING DEED OF LEON LEVY AND WIFE, MARY LEVY, TO CERTAIN PROPERTY FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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