

## AN ORDINANCE 20,330

ACCEPTING PROPOSAL OF A. J. MONIER & COMPANY TO  
INSTALL THE AIR-CONDITIONING UNITS IN THE COUNCIL  
CHAMBER AND SECOND FLOOR OFFICE SECTION, IN THE CITY  
HALL, FOR THE SUM OF \$3,390.00

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

1. That the proposal of A. J. Monier & Company, dated June 21, 1954, attached hereto and made a part hereof, to install air conditioning units in the Council Chamber and Second Floor Office Section, in the City Hall of the City of San Antonio, in accordance with plans and specifications attached and made a part of said bid, for the sum of \$3,390.00, be and the same is accepted hereby.
2. That all other bids for said installation are rejected hereby.
3. PASSED AND APPROVED this 24th day of June, A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

Accepted this 25th day of June, A. D. 1954.

A.J. MONIER & COMPANY

By: Kurt A. J. Monier

## AN ORDINANCE 20,331

ACCEPTING PROPOSAL AND CREATING CONTRACT WITH THE  
TEXAS COMPANY TO FURNISH THE CITY OF SAN ANTONIO  
VARIOUS DEPARTMENTS WITH THEIR REQUIREMENTS OF GASOLINE  
FOR PERIOD BEGINNING ON DATE OF ACCEPTANCE AND TERMINATING  
MAY 31, 1955

BE IT ORDAINED BY THE CITY COUNCIL 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 The Texas Company to furnish the City of San Antonio with gasoline.
2. This contract shall become effective upon adoption by the City Council and shall terminate May 31, 1955.
3. The low bid of The Texas Company is attached hereto and made a part hereof.
4. This instrument in writing constitutes the entire Contract between the parties, there being no other written nor parol agreement with officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. PASSED AND APPROVED this 24th day of June, A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,332

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN  
ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS  
IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED  
AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSI-  
FICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED  
HEREIN

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

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

Case No. 373

Lot 11, New City Block 982, known as 1301 and 1303 Austin  
Street, shall hereby cease to be classified as "E" APARTMENT  
DISTRICT and shall hereafter be classified as "J" COMMERCIAL DISTRICT

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

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

4. PASSED AND APPROVED this 24th day of June, A. D. 1954.

R.L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,333

APPOINTING OFFICERS OF ELECTION FOR JULY  
10, 1954

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

1. That the persons whose names appear on the schedule marked Exhibit "A" attached hereto and made a part hereof, be and the same are hereby selected, elected and appointed to be election officers to act in the capacity specified to hold the Bond Issue Election on the 10th day of July, 1954, at the voting places in the precincts in the San Antonio area fixed and established, said voting places being specified in the Proclamation and Notice of Election of the 14th day of June, A. D. 1954.

2. Said election officers shall conduct the election as prescribed by the Revised Statutes of the State of Texas and the Charter of the City of San Antonio, Texas.

3. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,334

AUTHORIZING A TRANSFER OF FORTY (40) LICENSES AND  
PERMITS FOR TAXICABS FROM K. M. FISHER, DBA WHITE  
& BLUE CAB CO., TO M. L. FISHER

WHEREAS, K. M. Fisher, dba White & Blue Cab Co., is now the holder of forty (40) taxicab permits and licenses issued by the City of San Antonio; and,

WHEREAS, the said K. M. Fisher desires to assign and transfer said taxicab licenses and permits to M. L. Fisher; and,

WHEREAS, it appears that said forty (40) permits and licenses have been issued to the said K. M. Fisher for the operation of certain taxicabs, the model and motor number of which are presently on file with the City of San Antonio, and it is contemplated that these same motor vehicles will continue to operate under the same permits heretofore issued; NOW, THEREFORE:

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

1. That K. M. Fisher, dba White & Blue Cab Co., is hereby authorized to transfer forty (40) taxicab licenses and permits now held by him to M. L. Fisher, who will continue to do business as White & Blue Cab Co.

2. That this transfer of the above described licenses and permits is made subject to the provisions of an ordinance, #2160, entitled "AN ORDINANCE AMENDING AN ORDINANCE REGULATING AND LICENSING TAXICABS PASSED AND APPROVED ON THE 19TH DAY OF DECEMBER, 1935," passed and approved on the 17th day of May, 1945, and recorded in Ordinance Book "M", Page 489.

3. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,335 ✓

AMENDING SECTION 5-31.1 OF THE SAN ANTONIO CITY  
CODE AS AMENDED BY ORDINANCE NO. 18663 DATED  
DECEMBER 31, 1952 AND ORDINANCE NO. 19,699 DATED  
OCTOBER 22, 1953 PERTAINING TO THE CONTROL OF RABIES  
IN DOGS

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

1. That Section 5-31.1 of the San Antonio City Code as amended by Ordinance No. 18663 dated December 31, 1952 and Ordinance No. 19,699 dated October 22, 1953 pertaining to the control of rabies in dogs be and the same is hereby amended so that the same shall hereafter read as follows:

Section 5-31.1 Procedure when a dog bites a person; another dog;  
or any other animal.

1. Whenever a dog bites a person, another dog or any other animal, the owner of said dog or person observing the incident shall immediately report the incident to the Director of Rabies Control. The dog making the attack shall be held under observation at the owner's expense for a period of ten (10) days in the City Pound or a Veterinary Hospital operated by a licensed Veterinarian. No such animal shall be released from observation unless a licensed Veterinarian certifies that said animal is not affected with rabies. Any person who is the keeper or has custody and control of the dog shall be deemed the owner of the dog for the purposes of this section.
  2. Whenever a dog bites a person and the owner or person in control of such dog is unknown or where the owner or person in control of said dog is known and fails, neglects or refuses to deliver said dog to a licensed Veterinarian or to the Rabies Control Division of the City of San Antonio as provided by above paragraph one (1) and such fact is made known to the Judge of the Corporation Court upon affidavit of a credible person, it shall be the duty of such judge to issue a written order directed to the Chief of Police commanding him to seize said dog and deliver it to the Rabies Control Division of the City of San Antonio instanter.
- Any person who resists or interferes with the officer in the enforcement of such order, may be proceeded against under Article 340 of the Penal Code of the State of Texas or by contempt proceedings in the Corporation Court or both.
3. Owners of dogs or other animals confined in the City Pound under the provisions of this section shall pay board on said dog or other animal at the rate of fifty cents (\$.50) per day.
  4. Dogs or other animals which are not removed by the owner within twenty four (24) hours, after the expiration of the ten (10) day period or after the authorized release from observation as provided herein, shall be impounded under the provisions of Section 5-31.2 of the San Antonio City Code.
  5. It shall be unlawful for any person to interfere with the Director of Rabies Control or his assistants in the execution of the provisions of this section.
  6. The penalty for the violation of any of the provisions of this section is hereby provided not to exceed a fine of two hundred (\$200.00) dollars.
  7. If any part of this ordinance is held to be invalid, such invalidity shall not affect the valid portions thereof, but such valid portions shall remain in full force and effect.

2. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,336

ACCEPTING A DEED FROM JUAN C. GARCIA AND WIFE, IRENE  
F. GARCIA, CONVEYING TO THE CITY OF SAN ANTONIO LOT  
10, BLOCK 7, N.C.B. 2906, AND APPROPRIATING THE SUM  
OF \$40.00 TO PAY FOR SAID LAND

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

1. That the deed from Juan C. Garcia and wife, Irene C. Garcia, conveying to the City of San Antonio Lot 10, Block 7, N.C.B. 2906, fully described by metes and bounds in said conveyance to which reference is here made.
2. That the sum of \$40.00 be and is hereby appropriated out of River Authority Flood Control R.O.W. Trust Fund 7-39, payable to Alamo Title Company, to be used in payment for said land so conveyed.
3. PASSED AND APPROVED this 1st day of July A. D. 1954.

ATTEST:  
J. Frank Gallagher  
City Clerk

Emil O. Scherlen  
Mayor Pro-tem

## AN ORDINANCE 20,337 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS  
BY A CONNECTION OUTSIDE OF THE CITY LIMITS  
ON THE PETITION OF TERRY A. ANDERSON

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

1. That the petition of Terry A. Anderson, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 226 Bella Vista, Lot 6, Co. Block 443A, Block 32, Inspiration Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,338 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF J. K. STARK AT 604 RITTIMAN ROAD

Same as Ordinance No. 20,337 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 604 Rittiman Road, Lot 2, Block 14, CB 5526 Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,339 ✓

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

Same as Ordinance No. 20,337 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 620 Rittiman Rd, Lot 6, Block 14, CB 5526, Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,340 ✓

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

Same as Ordinance No. 20,337 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 708 Rittiman Rd., Lot 3, Block 15, CB 5526, Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,341 ✓

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

Same as Ordinance No. 20,337 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 916 Morningside, Lot 5, Block 12, CB 5526, Morningside Heights #4, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,342 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A  
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION  
OF REV. AND MRS. ROBERT TATE

Same as Ordinance No. 20,337 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 520 Canterbury Hill, E 23' of Lot 5, all of Lot 6, W 25' of Lot 7, Block 38, NCB 5742 Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,343 ✓

GRANTING THE PETITIONS OF BEREAN BAPTIST CHURCH  
FOR EXEMPTION FROM CITY TAXES ON LOTS 3, 4, 5, 6  
& 7, BLOCK 21, N.C.B. 3815, IN THE CITY OF SAN ANTONIO,  
BEXAR COUNTY, TEXAS

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

1. That the property owned by the Berean Baptist Church, and being Lots 3, 4 and 5, Block 21, N.C.B. 3815, IN THE CITY OF San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal year 1953, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: As a Church.

2. That the property owned by the Berean Baptist Church, and being Lots 6 & 7 Block 21, New City Block 3815, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal years 1952 and 1953, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: As a Parsonage.

3. PASSED AND APPROVED on the 1st day of June, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,344 ✓

GRANTING THE PETITION OF THE FIRST MEXICAN BAPTIST CHURCH OF SAN ANTONIO FOR EXEMPTION FROM CITY TAXES ON THE E. 18.3 FEET OF 25, AND W. 41.7 FEET OF 26, BLOCK 7, N.C.B. 1979, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by the First Mexican Baptist Church of San Antonio, and being the E. 18.3 feet of 25 and W. 41.7 feet of 26, Block 7, New City Block 1979, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: A Parsonage.

2. Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 1st day of July, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,345 ✓

GRANTING THE PETITION OF THE CHURCH OF GOD OF PROPHECY FOR EXEMPTION FROM CITY TAXES ON THE N. 1/2 OF TRACT 213, N.C.B. 7847, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by The Church of God of Phophecy, and being the N. 1/2 of Tract 213, New City Block 7847, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore tax exemption from city taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: A Church.

2. Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 1st day of July, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,346 ✓

AUTHORIZING \$56.07 AS REFUND OF AMOUNTS PAID BY PROPERTY OWNERS FOR JOINT STREET IMPROVEMENTS SECTION B, WEST SIDE STABILIZATION PROJECT, SOUTH SIDE OF VERA CRUZ STREET, AND APPROPRIATING SAID SUMS OUT OF FUND 7-26 FOR SAID REFUNDS

WHEREAS, the Joint Street Improvement, Section B, West Side Stabilization, on the south side of Vera Cruz Street, has not been made; and

WHEREAS, a number of property owners made deposits and payments to the City of San Antonio of their share of the cost but the improvement on the south side of Vera Cruz has not been made on account of the abandonment of the said Project; and

WHEREAS, there is no possibility of making said improvements at the present time; NOW THEREFORE:

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

1. That the amounts deposited and paid by property owners in the Joint Street Improvement, Section B, West Side Stabilization Project, on the south side of Vera Cruz Street, as shown by the attached list containing the names, properties, total cost of said Project to each owner, and the amount paid by each owner and the balance due, be and the same shall be refunded to each property owner making such deposit. Said list being attached hereto and made a part hereof, totalling \$56.07.

2. That the said amounts be and the same are appropriated hereby out of JOINT STREET IMPROVEMENT SECTION B FUND 7-26 in payment to the various named property owners listed on the attached list and in the amounts set opposite each property owner's

name as the amount paid into said Fund.

3. PASSED AND APPROVED this 1st day of July, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,347

ACCEPTING THE ATTACHED BID OF COKESBURY BOOK STORE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH BOOKS AS PER THE ATTACHED LIST FOR A TOTAL OF \$3189.25

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

1. That the low bid of the Cokesbury Book Store, 1910 Main Street, Dallas, Texas, dated June 18, 1954, to furnish the City of San Antonio Public Library with certain books as list attached hereto for a total of \$3,189.25, be and the same is accepted hereby.
2. That the low bid of the Cokesbury Book Store is attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Public Library, Account No. 15-02-00.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,348

ACCEPTING THE ATTACHED BID OF THE NEW METHOD BOOK BINDERY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN PRE-BOUND BOOKS AS PER LIST ATTACHED FOR A TOTAL OF \$5,756.83

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

1. That the low bid of New Method Book Bindery, Jacksonville, Illinois, dated June 18, 1954 to furnish the City of San Antonio Public Library with certain pre-bound books as per list attached for a total of \$5,756.83. be and the same is hereby accepted.
2. That the low bid of the New Method Book Bindery, Jacksonville, Illinois is attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Public Library Account No. 15-02-00.
4. That all other bids received on these items are hereby rejected.
5. PASSED AND APPROVED this 1st day of July, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,349

ACCEPTING THE ATTACHED BID OF THE COKESBURY BOOK STORE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH BOOKS AS PER THE LIST ATTACHED FOR A TOTAL OF \$2,094.76

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

1. That the low bid of Cokesbury Book Store, 1910 Main Street, Dallas, Texas, dated June 18, 1954, to furnish the City of San Antonio Public Library with certain books as per list attached for a total of \$2,094.76, be and the same is accepted hereby.
2. That the low bid of Cokesbury Book Store, 1910 Main Street, Dallas, Texas, is attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Public Library, Account No. 15-02-00.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen,  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,350 ✓

AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE LOTS 16 AND 17, BLOCK 3, N.C.B. 1773, OWNED AND CLAIMED BY A. H. GANS AND OTHER UNKNOWN OWNERS FOR PUBLIC PURPOSES, TO-WIT, FLOOD PREVENTION IN THE MARTINEZ CREEK AREA IN SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That public necessity requires that the City of San Antonio acquire Lots 16 and 17, Block 3, N.C.B. 1773, For public purposes, to-wit, for flood control in the Martinez Creek Area.
2. That the property is owned by A. H. Gans and others, some of whom are to the City of San Antonio unknown.
3. That condemnation is necessary for the acquisition of good title and to clean certain defects therein.
4. That the City Attorney be and is hereby authorized and directed to institute and prosecute to conclusion condemnation proceedings for the acquisition of title to said property.
5. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,351

ACCEPTING THE PROPOSAL OF FEDERAL TELEPHONE AND RADIO COMPANY TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH FOUR (4) 30 WATT, 6 VOLT DUAL FREQUENCY MOBILE UNITS, INCLUDING ALL ACCESSORIES, AND INSTALLATION MATERIAL AT A TOTAL OF \$2,024.00

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

1. That the proposal of Federal Telephone and Radio Company, 119 8th Street, Passiac, New Jersey, dated May 31, 1954, attached hereto and made a part thereof, to furnish the City of San Antonio, Police Department with four (4) 30 watt, 6 volt Dual Frequency Mobile Units, including all accessories, tubes, crystals, roof-top antenna and installation material, f.o.b. Passiac, New Jersey, at a unit price of \$506.00, or a total of \$2,024.00, be and the same is accepted hereby.
2. That all other bids to furnish the City with the materials specified, be and the same are hereby rejected.
3. That payment be made from 1-01 General Fund, Police Department, Account No. 07-03-02.

4. PASSED AND APPROVED this 1st day of July, A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,352 ✓

GRANTING THE PETITION OF MOST REV. ROBERT E. LUCEY, ARCHBISHOP, FOR EXEMPTION FROM CITY TAXES ON LOTS 9 TO 11, BLOCK 13, NCB 8970, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by Most Rev. Robert E. Lucey, Archbishop, and being Lots 9 to 11, Block 13, New City Block 8970, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal years 1952 and 1953, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: As a playground for school children.

2. Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,353 ✓

GRANTING THE PETITION OF PALM HEIGHTS CHURCH OF CHRIST FOR EXEMPTION FROM CITY TAXES ON LOT 1, BLOCK 15, N.C.B. 3420, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by Palm Heights Church of Christ, and being Lot 1, Block 15, New City Block 3420, in the City of San Antonio, Texas, Bexar County, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal years 1940 and 1941, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption; namely: As a Church for religious purposes.

2. Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 1st day of July A. D. 1954

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,354

APPROPRIATING THE SUM OF \$590.78 OUT OF 1953  
GENERAL FUND-56-02-01 - SUITS JUDGMENTS AND CLAIMS  
PAYABLE TO DORA DOLAN, IN SETTLEMENT OF THE JUDGMENT  
IN CAUSE NO. F-80,790, DORA DOLAN VS. CITY OF SAN AN-  
TONIO, ET AL, IN 73RD DISTRICT COURT, INCLUDING INTEREST  
AND PAYMENT OF DIFFERENCE IN SALARY UP TO JUNE 1, 1954

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

1. That the sum of \$590.78 be and is hereby appropriated out of 1953 General Fund 56-02-01 Suits, Judgments and Claims, payable to Dora Dolan in settlement of Judgment in Cause No. 80,790, in 73rd District Court, Dora Dolan vs. City of San Antonio, et al, including interest and difference in salary up to June 1, 1954.

2. PASSED AND APPROVED this 1st day of June A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J Frank Gallagher  
City Clerk

## AN ORDINANCE 20,355

ACCEPTING THE ATTACHED BIDS OF VARIOUS CONCERNS  
TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN  
RADIO AND ASSOCIATED EQUIPMENT FOR THE INSTALLATION  
OF CIVIL DEFENSE AND FIRE DEPARTMENT COMMUNICATIONS  
SYSTEM IN THE AGGREGATE AMOUNT OF \$36,751.29

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

1. That the bids attached hereto of General Electric Company submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system, be and the same are accepted hereby, as follows:

Purchase Order #565, as detailed in Section 2:00 of City specifications dated May 19, 1954:	\$13,377.30
Purchase Order #571, as detailed in Section 3:00 of City specifications dated May 19, 1954:	\$13,802.64
Purchase Order #569, as detailed in Section 6:00 of City specifications dated May 19, 1954:	\$ 596.79
Purchase Order #567, as detailed in Section 17:002 of City specifications dated May 19, 1954:	\$ 84.15

2. That the Bids attached hereto of Motorola, Inc., submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system, be and the same are accepted hereby, as follows:

Purchase Order #570, as detailed in Section 2:40 of City specifications dated May 19, 1954:	\$969.20
Purchase Order #566, as detailed in Section 17:001 and Section 17:006 of City specifications dated May 19, 1954:	\$ 1,134.50

3. That the bids attached hereto of Straus-Frank Company, submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system, be and the same are accepted hereby, as follows:

Purchase Order #572, as detailed in Section 14:00 of City specifications dated May 19, 1954:	\$ 925.68
Purchase Order #574, as detailed in Section 17:005 of City specifications dated May 19, 1954:	\$ 273.65
Purchase Order #575, as detailed in Section 12:00 of City specifications dated May 19, 1954:	\$ 3,733.53

4. That the bid attached hereto of Amateur Headquarters submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system be and the same is accepted hereby, as follows:

Purchase Order #568, as detailed in Section  
5:00 of City specifications dated May 19, 1954: \$ 67.50

5. That the bid attached hereto of San Antonio Machine and Supply Company submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system, be and the same is accepted hereby, as follows:

Purchase Order #564, as detailed in Section  
11:00 of City specifications dated May 19, 1954: \$ 1,387.34

6. That the bid attached hereto of Federal Telephone and Radio Corporation submitted June 21, 1954, to furnish the City of San Antonio with various radio and associated equipment for the installation of Civil Defense and Fire Department communications system, be and the same is accepted hereby, as follows:

Purchase Order #573, as detailed in Section  
7:001 of City specifications dated May 19, 1954: \$ 400.00

7. That all of the above bids, aggregating a total of \$36,751.29, be and the same are hereby accepted and the Director of Finance is authorized hereby to pay for the same out of the funds allocated and set aside for the purpose of a Civil Defense and Fire Department communications system, all as contained in a Resolution passed and approved by the City Council on March 4, 1954, pertaining to this subject.

8. PASSED AND APPROVED this 1st day of July A. D. 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,356 ✓

MANIFESTING A CONTRACT BY AND BETWEEN THE CITY OF  
SAN ANTONIO AND THE FIESTA SAN JACINTO ASSOCIATION,  
GRANTING THE USE OF CERTAIN STREETS AND PLAZAS DURING  
THE WEEK OF APRIL 17 THROUGH APRIL 23, 1955

WHEREAS, the Fiesta San Jacinto Association desires to conduct a carnival during the week of April 17 through April 23, 1955, and has filed a petition with the City Council of the City of San Antonio requesting that permission be granted for the use of certain streets and plazas to conduct said carnival, said petition being attached hereto and made a part thereof; and,

WHEREAS, the City Council of the City of San Antonio is of the opinion that such right to the use of certain streets and plazas should be granted, as petitioned;  
NOW, THEREFORE:-

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

1. That the Fiesta San Jacinto Association is hereby granted a limited right to the use of certain streets and plazas for the purpose of conducting a carnival during the week of April 17 through April 23, 1955, such streets and plazas being designated in the petition of the Fiesta San Jacinto Association attached hereto and made a part hereof.

2. That the Fiesta San Jacinto Association is charged with the duty to maintain any and all concessions granted under this permit in an orderly, lawful and decent manner, and warrants that all city ordinances and laws of the State of Texas will be complied with in the operation of said carnival.

3. Said Association further agrees that it will deposit with the City Clerk of the City of San Antonio a public liability insurance policy in the amounts of \$50,000.00 and \$100,000.00, indemnifying and insuring the City against any and all liability for property damage and personal injury damage that might arise out of the operation of said Carnival.

4. The Association further agrees that it will pay all costs incurred relative to the removing and replacing of parking meters and will reimburse the City in an amount equal to the average weekly revenue derived from the meters blocked or removed due to the operation of said carnival.

5. This license and privilege may be summarily revoked upon any breach of the provisions herein contained.

6. PASSED, APPROVED AND EXECUTED THIS 1st day of July, 1954.

Emil O. Scherlen  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

7. ACCEPTED as to all the terms and conditions, as the contract between the City of San Antonio and Fiesta San Jacinto Association, for operation of carnival April 17 through April 23, 1955.

FIESTA SAN JACINTO ASSOCIATION  
/s/ Virgil Wilson  
President

## AN ORDINANCE 20,357 ✓

GRANTING THE GUADALUPE LUMBER COMPANY A PERMIT  
TO CONSTRUCT, INSTALL AND CONNECT A SANITARY SEWER  
LINE TO BE LOCATED IN TWO (2) AREAS BETWEEN 27TH  
AND 28TH STREETS

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

1. That the Guadalupe Lumber Company, 1627 Guadalupe Street, is hereby granted by the City of San Antonio a permit and license to construct, install and connect a sanitary sewer line to the sewage system of the City of San Antonio subject to the following conditions and stipulations:
2. That the City of San Antonio hereby authorizes and grants to the Guadalupe Lumber Company, a corporation, a permit to construct and install a 8 inch sanitary sewer main to be located in an alley between Arbor and Delgado Streets, and in an alley between Delgado and Rivasdo Streets, from 27th to 28th Streets, as follows:
3. That the Guadalupe Lumber Company shall file a complete set of plans and specifications with the City Sewer Engineer showing the place and connectinn with the City sewage system, the depth, size and location, gradient, capacity, and appurtenances of the sewer line to be built, and said line shall not be connected with the City Sewer System until such plans have been approved and all contract costs have been fully paid and the said line tested and approved by the City Sewer Engineer.
4. This permit herein granted shall be for sanitary sewage only and no use shall be made thereof which in the opinion of the City Sewer Engineer is detrimental to the City sewage system or which might impair the function of its sewage treatment plant.
5. That said sewer line when completed and connected with the City sewer system shall become the property of the City of San Antonio and a part of its public sewage system.
6. That it is expressly understood and agreed by the parties hereto that under no circumstances shall any part or portion of the construction cost of said line be charged to the City of San Antonio.
7. That in consideration of its having paid the entire cost of construction of said sewer line, the right and privilege is hereby granted to the Guadalupe Lumber Company to charge and collect from each and every person, partnership, institution or corporation desiring to connect with said line a connection fee of thirty-five dollars (\$35.00) for each connection made thereto; The right to charge and collect the foregoing connection fee shall continue until an aggregate sum of \$1,761.72 is obtained, the same being the cost of constructing said sewer line.
8. It is understood and agreed that the City shall not be responsible for the collection or for the payment of any connection fees or charges, provided that the City shall not authorize or purport to authorize any connection to said sewer lines unless written notice is given by the Guadalupe Lumber Company that satisfactory payment has been received for any such connection. The Guadalupe Lumber Company hereby agrees that in the event any type of Court action is brought against the City upon its refusal to permit a connection to said sewer lines without such prior written notice, or if the City is sued for damages due to its refusal to allow connections to said sewer lines based on this permit, Guadalupe Lumber Company will hold the City free and harmless and will promptly intervene in any such law suit and defend the same at its own cost and expense.
9. The Guadalupe Lumber Company or its assigns hereby agree to submit an annual statement to the City reflecting the amortization of the cost and construction, the same being \$1,761.72, and the collections made, as authorized above.
10. This permit shall become effective upon adoption by the parties hereto and all agreements if any existing heretofore between the contracting parties relating to the subject matter of this instrument are superseded expressly by this instrument and the same shall constitute the entire contract between the parties thereto, there being no other written nor any parole agreement with any officer or employee of the City of San Antonio.
11. PASSED AND APPROVED this 8th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

12. This permit and agreement is accepted this \_\_\_\_ day of \_\_\_\_\_ A. D. 1954, under all the conditions, terms and stipulations herein contained.

GUADALUPE LUMBER COMPANY

By: \_\_\_\_\_

## AN ORDINANCE 20,358

ESTABLISHING THE POSITION OF HOUSE NUMBERING ADMINISTRATOR IN THE PLANNING DEPARTMENT AND FIXING THE SALARY RANGE THEREFOR AT \$300.00 TO \$380.00 PER MONTH

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

1. That the following named position in the Planning Department of the City of San Antonio is hereby established at the salary range indicated:

House Numbering Administrator, Salary Range 22,  
\$300.00 to \$380.00 per month.

2. That the Municipal Civil Service Commission has heretofore, on June 18, 1954, approved and recommended the creation of the above position and the salary range therefor.

3. That one position of Clerk II with car allowance is hereby abolished in the Planning Department and no car allowance will be authorized for position of House Numbering Administrator.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,359

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND

OTTO & OLLIE MOORE,

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term

beginning May 1, 1954 and ending April 30, 1955  
the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3. 608 square feet of space in the northwest section, ground floor of Building #600, said structure located on Stinson Municipal Airport, San Antonio, Texas and is to be used exclusively for the operation of a cafe.

4. The amount of the rent for this property is \$ 30.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 30.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

ASS'T CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this \* 8th day of July  
A. D. 19 54.

R.L. Lester

M Y O R Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and dated this 1st day of May A. D. 19 54.

*Allie B. Moore*  
*Otto K. Moore*  
LESSEE

AN ORDINANCE 20,360 ASS'Y CITY ATTORNEY  
MAKING A LEASE BETWEEN THE CITY OF  
SAN ANTONIO AND MARIAN ELLEN BURKE ✓

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Marian Ellen Burke, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term BEGINNING May 1, 1954 and ending April 30, 1955.

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

3. Office space located on second floor of Building #600, said structure located on Stinson Municipal Airport, San Antonio, Texas.

4. The amount of the rent for this property is \$ 25.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 25.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

10.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8th day of July  
A. D. 19 54.

R. L. Lester

M Y O R Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Marian Ellen Burke  
and dated this \_\_\_\_\_ day of May A. D. 19 54.

Marian E. Burke  
LESSEE

AN ORDINANCE 20,361  
MAKING A LEASE BETWEEN THE CITY OF  
SAN ANTONIO AND CENTRAL FORWARDING, INC.  
FOR SPACE AT STINSON FIELD

[Signature]  
ASS'T CITY ATTORNEY

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954, and ending April 30, 1955

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

3. Approximate 9,000 square feet of storage space in Building #T-51A said structure located on Stinson Municipal Airport, San Antonio, Texas. The Lessee does hereby acknowledge that the Lessor may without further cause, and at any time during the term of this lease, cancel this lease upon sixty days notice to the Lessee to vacate the premises. Lessee shall pay rental to the time the leased premises are vacated.

Lessor does hereby acknowledge that the Lessee may without further cause, and at any time during the term of this lease, cancel this lease upon sixty days notice to the Lessor to vacate the premises.

4. The amount of the rent for this property is \$180.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of 180.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8th day of July  
A.D. 19 54.

R. L. Lester  
MAYOR Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and CENTRAL FORWARDING, INC.  
and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

CENTRAL FORWARDING IN.

By: C. D. Stoune  
LESSEE C. D. Stoune, President

AN ORDINANCE 20,362  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND WOODY W. HARPER, AN INDIVIDUAL,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and **Woody W. Harper, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:**

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term **beginning May 1, 1954 and ending April 30, 1955** the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3. **Approximately 5,580 square feet of storage space in one-fourth of Building #658, said structure located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for storage.**

4. The amount of the rent for this property is \$ 112.50 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$ 112.50 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July A.D. 19 54.

151 L. L. Lester  
MAYOR pro-tem

ATTEST:  
151 J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Woody W. Harper and dated this 1st day of May A.D. 19 54.

Woody W. Harper  
LESSEE

AN ORDINANCE 20,363  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND TEXAS AIRCRAFT SUPPLY CO.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954, and ending April 30, 1955

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

3. ~~Three~~ <sup>Eight</sup> of Bldg. #658, said structure located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for storage

4. The amount of the rent for this property is \$165.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$165.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor with due notice further than as herein provided, in as good condition as when same was let upon by it, reasonable wear and tear excepted. Any hold-over of the premises or any part thereof, demised hereinafter the termination of this lease, 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A.D. 19 54.

R. L. Lester  
MAYOR Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

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

Texas Aircraft Supply Co.

Va Blevins  
LESSEE



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this \* 8 day of July  
A.D. 19 54

R. L. Lester  
MAYOR PRO-TEM

ATTEST:  
J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and ~~Stephen H. Weeks and Irwin B. Martin, a partnership doing business as Ath-~~  
and ~~letic Repair~~ day of \_\_\_\_\_

*[Signature]*  
LESSEE

AN ORDINANCE 20,365  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND O.K. WILLIAMS, AN INDIVIDUAL,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

CITY ATTORNEY

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and O.K. Williams, Lessee, of the County of Bexar and State of Texas, ~~WITNESSETH:~~
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term ~~beginning May 1, 1954 and ending~~ April 30, 1955 the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:
3. Approximately 2,914 square feet of space in Building #612, #615 located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for the storage, sale, overhaul and repair of aircraft. Also 600 sq. ft. in lien to Bldg. 658.

4. The amount of the rent for this property is \$ 77.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 77.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A. D. 19 54.

R. L. Lester

M Y O R Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and O. K. Williams  
and dated this 1 st day of May A. D. 19 54.  
/s/ O. K. Williams

AN ORDINANCE 20,366  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND N. A. KALT, AN INDIVIDUAL,  
 FOR OFFICE SPACE AT STINSON MUNICIPAL AIRPORT

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954 and ending April 30, 1955.

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

3 Office space located on first floor of Building #600, said structure located on Stinson Municipal Airport, San Antonio, Texas.

4. The amount of the rent for this property is \$5.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$5.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

10.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A. D. 19 54.

R. L. Lester

M Y O R

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and dated this 1st day of May A. D. 19 54.

/s/ N. A. Kalt

AN ORDINANCE 20,367  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND **STINSON MANUFACTURING  
 COMPANY, FOR SPACE AT STINSON MUNI-  
 CIPAL AIRPORT**

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term **beginning May 1, 1954 and ending April 30, 1955**

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

3. **Buildings #400, #401, and #402, said structures located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for the manufacture and repair of furniture.**

4. The amount of the rent for this property is \$ **212.00** per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ **212.00** each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

STATE OF TEXAS  
 COUNTY OF BEXAR  
 CITY OF SAN ANTONIO  
 STINSON MANUFACTURING COMPANY  
 LESSEE  
 BY \_\_\_\_\_  
 CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A. D. 19 54.

R. L. Lester

MAYOR Pro-tem

ATTEST:

J. Frank Gallagher

CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Stinson Manufacturing Company and dated this 1st. day of May A. D. 19 54.

/s/ W. G. Voit

AN ORDINANCE 20,368  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND LYNN FOSTER, AN INDIVIDUAL,  
 FOR SPACE AT STINSON MUNICIPAL  
 AIRPORT

CITY ATTORNEY

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Lynn Foster, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954 and ending April 30, 1955

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

3. Office space located on second floor of Building #600, said structure located on Stinson Municipal Airport, San Antonio, Texas.

4. The amount of the rent for this property is \$25.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$25.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A. D. 19 54.

R. L. Lester

MAYOR

ATTEST:

J. Frank Gallagher

CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Lynn Foster and dated this 1st. day of May A. D. 19 54.

/s/ Lynn Foster

AN ORDINANCE 20,369  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND GILES VARIETY STORE,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954 and ending April 30, 1955 the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3. Approximately 1,750 square feet of storage space in Building #519, said structure located on Stinson Municipal Airport, San Antonio, Texas. The Lessee does hereby acknowledge that the Lessor may without further cause, and at any time during the term of this lease, cancel said lease upon thirty days notice to the Lessee to vacate the premises. Lessee shall pay rental to the time the leased premises are vacated.

4. The amount of the rent for this property is \$52.50 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$52.50 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July A.D. 19 54.

R. L. Lester  
MAYOR Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Giles Variety Store and dated this 1st day of May A.D. 19 54.

/s/ Jesse H. Giles

AN ORDINANCE 20,370  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND ALFRED CURCOE, AN INDIVIDUAL,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

ASS'T CITY ATTORNEY

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Alfred Curcoe, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954, and ending April 30, 1955 the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:

3. Approximately 400 square feet of space in Building #522, said structure located on Stinson Municipal Airport, San Antonio, Texas. The Lessee does hereby acknowledge that the Lessor may without further cause, and at any time during the term of this lease, cancel said lease upon thirty days notice to the Lessee to vacate the premises. Lessee shall pay rental to the time the leased premises are vacated.

4. The amount of the rent for this property is \$ 19.20 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$ 19.20 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A.D. 1954.

R. L. Lester  
MAYOR Pro-tem

ATTEST:  
J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and Alfred Curcoe  
and dated this 1st day of May A.D. 1954.

Alfred Curcoe  
LESSEE

20,371  
 AN ORDINANCE  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND BOB WELLS SALES, AN INDIVIDUAL,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term

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

One-half of Bldg. #601, said structure located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for storage, sale, overhaul and repair of aircraft

4. The amount of the rent for this property is \$ 202.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$ 202.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A.D. 19 54.

R. L. Lester  
MAYOR Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio and Bob Weller Sales; an individual and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

Bob Weller  
LESSEE

AN ORDINANCE 20,372  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND HAROLD F. PRIEST,  
 FOR SPACE AT STINSON MUNICIPAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Harold F. Priest, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954 and ending April 30, 1955

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

3. Approximately 6,700 square feet of space in Building #614, said structure located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for aircraft repair and storage.

4. The amount of the rent for this property is \$ 134.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th. of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas at the rate of \$ 134.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of July  
A.D. 19 54.

R. L. Lester  
MAYOR Pro-tem

ATTEST:

J. Frank Gallagher  
CITY CLERK

34. ACCEPTED as the lease contract between the City of San Antonio  
and Harold F. Priest  
and dated this 1st day of May A.D. 19 54.

*Harold F. Priest*  
LESSEE

AN ORDINANCE 20,373  
 MAKING A LEASE BETWEEN THE CITY OF  
 SAN ANTONIO AND ED BARTHOLOMEW, AN INDIVIDUAL, FOR SPACE  
 AT STINSON MUNICIPAL AIRPORT

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Ed Bartholomew, an individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH.
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term beginning May 1, 1954, and ending April 30, 1955 the following described property in the City of San Antonio and the County of Bexar and State of Texas, as follows, to-wit:
  3. One-fourth of Building #658, said structure located on Stinson Municipal Airport, San Antonio, Texas, and is to be used for storage
  4. The amount of the rent for this property is \$ 125.00 per month payable monthly in advance to the SAN ANTONIO INTERNATIONAL AIRPORT on or before the 10th of the month at the Office of the Assessor and Collector of Taxes, Finance Department, City Hall, San Antonio, Bexar County, Texas, at the rate of \$ 125.00 each month for the term hereof, and in addition to such charges as may be specified hereinafter:
 

All fees, taxes, dues or percentages of sales will be collected in accordance with City Ordinances now in effect or imposed or enacted by the City during the term of this lease. However, in the event any such ordinances or charge schedules shall be enacted or shall become initially effective subsequent to the date of this lease and the same shall have the effect of increasing the total rentals or other charges payable by Lessee hereunder, then Lessee may at his option, at any time within thirty days after notice of such increase is received by him from Lessor in writing (which notice Lessor shall give forthwith as a condition to binding Lessee for such increase) elect to terminate this lease, as of the first day of the first month following Lessee's election to do so, whereupon all obligations thereafter accruing as against Lessee hereunder shall cease and this shall wholly terminate as to both Lessee and Lessor as of such letter date.
  5. If Lessee desires to renew this lease he may in writing request The Lessor to do so 60 days prior to the termination hereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
  6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Director of Aviation of the City of San Antonio, and that all employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only restrooms and/or utility facilities designated for the Lessee and his employees. In this connection, it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
  7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations. Lessee shall furnish and install fire extinguishers approved by the National Board of Fire Underwriters in the quantity, type and size, and in such locations as are specified and required by the code of the City of San Antonio and/or the City Fire Marshall.
  8. The prices charged for things sold shall at all times be reasonable and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.
  9. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of those public utilities.
  10. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
  11. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor with due notice further than as herein provided, in as good condition as when same was delivered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee had been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. PASSED AND APPROVED this 8 day of JULY  
A.D. 19 54.

R. L. Lester  
MAYOR PRO-TEM

ATTEST:

J. Frank Gallagher  
CITY CLERK

~~Ed Bartholomew~~, an individual, contract between the City of San Antonio  
and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

X Ed Bartholomew  
LESSEE

## AN ORDINANCE 20,374

LEASING A TRACT OF LAND OUT OF THE SEWER FARM TO  
THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR  
A PERIOD OF ONE YEAR

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

1. That the City of San Antonio hereby leases to the United States Department of Agriculture Soil Conservation Service the exclusive use and possession of the following described premises without monetary consideration, to-wit:

BEGINNING at the intersection of the south line of the Cemetery Road and the east line of State Highway No. 16 for the northwest corner of this tract;

THENCE North 79 30' East along said south line of the Cemetery Road 311.3 feet to a point for the northeast corner of this tract;

THENCE South 30 13' East 442.0 feet to a point for the southeast corner of this tract;

THENCE South 58 13' West 265.0 feet to a point in the east line of State Highway No. 16 for the southwest corner of this tract;

THENCE North 33 07' West along said east line of State Highway No. 16 555.0 feet to the place of BEGINNING, containing 3.17 acres of land, more or less.

2. Attached hereto is a map and plat of the above described tract of land, the same being a portion of the Manuel Leal Survey No. 30 in Bexar County, Texas.

3. The above premises are to be used by the United States Department of Agriculture Soil Conservation Service for any purpose that involves the public interest.

4. The term of this tenancy shall extend from the 1st day of July 1954 to the 30th day of July, 1955.

PASSED AND APPROVED this 8th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

5. ACCEPTED BY THE UNITED STATES OF AMERICA, this \_\_\_\_ day of \_\_\_\_\_ 1954.

UNITED STATES DEPARTMENT OF  
AGRICULTURE, SOIL CONSERVATION SERVICE,

By \_\_\_\_\_

## AN ORDINANCE 20,375

CREATING A COMMITTEE TO BE KNOWN AS "THE ADVISORY COMMITTEE ON RIGHTS-OF-WAY PURCHASES"; PROVIDING FOR THE APPOINTMENT BY THE CITY COUNCIL, ON THE RECOMMENDATION OF THE CITY MANAGER OF FOURTEEN (14) MEMBERS TO SAID COMMITTEE; PROVIDING FOR THE FUNCTIONS AND DUTIES OF SAID COMMITTEE; AND PROVIDING FOR TERMS OF OFFICE

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

Section 1. There is hereby created a committee to be composed of fourteen (14) members to be known as "The Advisory Committee on Rights-of-Way Purchases."

Section 2. The fourteen (14) members to compose said committee shall be appointed by the City Council upon the recommendation of the City Manager, and said members shall be selected from the following groups:

Two (2) members of the committee shall be appointed from the San Antonio Real Estate Board.

Two (2) members of the committee shall be appointed from the Taxpayers League;

Two (2) members of the committee shall be appointed from the Southeast Quadrant Improvement Committee;

Two (2) members of the committee shall be appointed from the Highway Committee of the San Antonio Chamber of Commerce;

Two (2) members of the committee shall be appointed from the Junior Chamber of Commerce.

Two (2) members of the committee shall be appointed from the Mexican Chamber of Commerce; and

Two (2) members of the committee shall be appointed at large who are residents of the City of San Antonio.

Section 3. The members of the committee shall be appointed for an original term which shall expire on May 31, 1956, and in the event the necessity arises for the continuation of said committee after May 31, 1956, appointments to said committee shall be made for additional terms of two (2) years from May 31, 1956.

Section 4. The duties of the committee shall be to act in an advisory capacity on the matter of purchases of rights of way for highway and expressway construction within the City of San Antonio and to review all such purchases in order that the City of San Antonio may secure necessary rights of way for highway and expressway improvements at the lowest possible cost.

Section 5. Members of said committee shall serve without compensation.

PASSED AND APPROVED this 8th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,376

REPEALING ORDINANCE NO. 20,272 ENTITLED "AN ORDINANCE APPROVING THE LOCATION OF U. S. HIGHWAY 87 IN THE CITY OF SAN ANTONIO, FROM THE PRESENT TERMINUS OF THE U. S. 87 EXPRESSWAY AT FREDERICKSBURG ROAD AND MAGNOLIA AVENUE, NORTHWEST TO LOOP 13, AS ESTABLISHED BY THE STATE PURSUANT TO HIGHWAY COMMISSION MINUTE NO. 32277, DATED JUNE 25, 1952, AND RESOLUTION OF CITY COUNCIL DATED JULY 17, 1952; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT OF WAY LOCATION; DIRECTING THAT BUILDING PERMITS BE NOT ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT OF WAY" PASSED AND APPROVED THE 3RD DAY OF JUNE, A. D. 1954

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

1. That Ordinance No. 20,272 entitled "AN ORDINANCE APPROVING THE LOCATION OF U. S. HIGHWAY 87 IN THE CITY OF SAN ANTONIO, FROM THE PRESENT TERMINUS OF THE U. S. 87 EXPRESSWAY AT FREDERICKSBURG ROAD AND MAGNOLIA AVENUE, NORTHWEST TO LOOP 13, AS ESTABLISHED BY THE STATE PURSUANT TO HIGHWAY COMMISSION MINUTE NO. 32277, DATED JUNE 25, 1952, AND RESOLUTION OF CITY COUNCIL, DATED JULY 17, 1952; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT OF WAY LOCATION; DIRECTING THAT BUILDING PERMITS BE NOT ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY," passed and approved the 3rd day of June, A. D. 1954, be and the same is hereby repealed.

2. PASSED AND APPROVED this 8th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,377

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

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

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

CASE NO. 378:

Lots 15 through 22, Block 1, New City Block 1858, known as 300 block West Craig Place, shall hereby cease to be classified as "B" RESIDENCE DISTRICT and shall hereafter be classified as "E" APARTMENT DISTRICT.

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

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

4. PASSED AND APPROVED this 8th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,378 ✓

OF  
PRESCRIBING AND ESTABLISHING THE NUMBER POSITIONS  
IN THE CLASSIFICATIONS OF PATROLMAN AND DETECTIVES  
IN THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO

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

1. That the number of positions in the classification of Patrolman and Detective in the Police Department of the City of San Antonio is hereby prescribed and established as follows:

NUMBER	POSITION CLASSIFICATION
237	Patrolman
93	Detective

2. That this ordinance and the number of positions in the above classifications established hereby shall be in effect on, from and after June 1, 1954.

3. That any other ordinance or parts of ordinance in conflict herewith are hereby expressly repealed.

4. PASSED AND APPROVED this 9th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,379 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF ALEX SALOMONOFF & KATHERINE SALOMONOFF

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

1. That the petition of Alex Salomonoff and Katherine Salomonoff for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions:

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

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

4. That this permit is intended to cover only the sewerage from the property of the licensee, as same is now situated on said premises at 500 block of SE Military Drive, pt. of 3.046 acres Co. Block 4001 and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge,

the schedule of fees fixed, and to be fixed, by ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

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

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

PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,380

AN ORDINANCE TO USE THE CITY SANITARY SEWERS  
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON  
THE PETITION OF JIMMIE V AND EFFIE MAY THURMOND

Same as Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 500 block Military Drive, Lot 419 Co. B. 4287 and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,381

AN ORDINANCE TO USE THE CITY SANITARY SEWERS  
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON  
THE PETITION OF JACK L. ELSHIRE AND ADELE M. ELSHIRE

Same as Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 126 Sargetn, Lot 7, Co. B. 5830 Block 13, T. E. Barnes Jr. Subdivision Second Unit and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,382

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

Same as Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 215 Lark Avenue, Lot 45, Block 20, County Block 8710, N.C.B. 11408, Woodlawn Heights and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

AN ORDINANCE 20,383

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF CLARENCE THORNE

Same as Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 106 Sunnycrest, Lot 5, Block 37, Co. B. 4434, Inspiration Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,384 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF C. A. HULL

Same as Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 924 Canterbury Hill, Lot 7, Block 6, Block 5526, Morningside Hts. Unit #2, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,385 ✓

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

SAME As Ordinance No. 20,379 except for paragraph No. 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 601 Morningside Street, Lot 1, Co. Block 5881, Terrell Hills and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

## AN ORDINANCE 20,386 ✓

TRANSFERRING PERSONNEL, OPERATION AND CONTROL OF  
THE PARKING METER DIVISION FROM THE FINANCE DEPARTMENT  
TO THE CITY TRAFFIC ENGINEER, DEPARTMENT OF PUBLIC WORKS

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

1. That the operation, control and supervision of the Parking Meter Division is hereby transferred from the Finance Department to the City Traffic Engineer, Department of Public Works and the functions of said division shall be administered by and under the supervision of the City Traffic Engineer.
2. That all personnel assigned to the Parking Meter Division are hereby transferred to the Department of Public Works and shall be under the supervision and control of the City Traffic Engineer.
3. That the above transfers shall become effective August 1, 1954.
4. The Personnel Director is hereby directed to change his records in accordance herewith.
5. That the Board of Trustees of the Firemen, Policemen, and Fire Alarm Operators Pension Fund of San Antonio is hereby designated to act as an advisory board on all matters pertaining to the operation of the Parking Meter Division.
6. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,387

APPROPRIATING THE SUM OF EIGHTEEN HUNDRED DOLLARS  
(\$1800.00) OUT OF ACCOUNT NO. 59-01-02 STEPHENSON  
ROAD, PAYABLE TO JOE MAROTTA AND BERT MCNEIL, JR.,  
FOR DAMAGES TO PROPERTY CAUSED BY CONSTRUCTION OF  
STEPHENSON ROAD

WHEREAS, Joe Marotta and Bert McNeil owned property fronting 120 feet on Stephenson Road; and,

WHEREAS, the road as constructed has removed all access from said property to Stephenson Road except to the south by Morales Street; and

WHEREAS, the houses now built and existing on said property, being Lots 20 to 24, inclusive, face west, and in order to utilize the access to Stephenson Road, said houses will have to be moved and turned to face Morales Street; and,

WHEREAS, the parties have agreed to accept the sum of Eighteen Hundred Dollars (\$1800.00) in full, complete satisfaction and accord for all damages caused by, through or under the City of San Antonio; NOW, THEREFORE:

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

1. That the sum of Eighteen Hundred Dollars (\$1800.00) be and is hereby appropriated out of Account No. 59-01-02, payable to Joe Marotta and Bert McNeil, Jr., in payment of all claims for damages connected with the right of way acquisition for Stephenson Road.

2. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,388

APPROPRIATING \$5.00 OUT OF THE 1953 GENERAL FUND IN  
PAYMENT TO TRAVELERS AID SOCIETY OF SAN ANTONIO AS  
REFUND OF IMPOUNDING FEE

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

1. That \$5.00 be and the same is hereby appropriated out of the 1953 General Fund, Account No. 56-02-02, Claims and Refunds, in payment to Travelers Aid Society of San Antonio, 507 Bedell Building, San Antonio, Texas, as refund of impounding fee as reflected on Police Department Receipt No. 19367.

2. That the above refund has been recommended by George W. Bichsel, Chief of Police, and said recommendation is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,389

APPROPRIATING \$5.00 OUT OF THE 1953 GENERAL FUND  
IN PAYMENT TO MRS. GUILLERMINA F. DE LAFFAN AS  
REFUND OF IMPOUNDING FEE

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

1. That \$5.00 be and the same is hereby appropriated out of the 1953 General Fund - Account No. 56-02-02, Claims and Refunds, in payment to Mrs. Guillermina F. De Laffan, Moral #218 Tampico, Tamps., Mexico, as refund of impounding fee as reflected on Police Department Receipt No. 19157.

2. That the above refund has been recommended by George W. Bichsel, Chief of Police, and said recommendation is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,390

APPROPRIATING THE SUM OF ONE HUNDRED AND FIFTY  
DOLLARS OUT OF 1953 GENERAL FUND 56-02-01 SUITS,  
JUDGMENTS AND CLAIMS PAYABLE TO JULIA FARRELL MCCARTY  
FOR TRANSCRIPT OF TESTIMONY

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

1. That the sum of one hundred and fifty dollars be and is hereby appropriated out of 1953 General Fund 56-02-01 Suits, Judgments and Claims, payable to Julia Farrell McCarty for services rendered in preparing a transcript of the testimony heard by the San Antonio Firemen's and Policemen's Civil Service in the R. D. Crane suspension case, a copy of which said transcript has been filed as an exhibit in connection with defendants motion for summary judgment in Case No. F-80,847 R. D. Crane vs. City of San Antonio pending in the 57th District Court which is set for trial July 6, 1954.

2. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher,  
City Clerk

## AN ORDINANCE 20,391

APPROPRIATING \$147.00 IN PAYMENT TO CLERK,  
DISTRICT COURTS OF BEXAR COUNTY, TEXAS, FOR  
ORIGINAL AND DUPLICATE OF TRANSCRIPT IN CAUSE  
NO. F-84,478 STYLED STATE OF TEXAS, EX REL. H. J.  
CRINER, ET AL, VS. CITY OF SAN ANTONIO, FOR APPEAL  
TO THE COURT OF CIVIL APPEALS, FOURTH JUDICIAL DISTRICT

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

1. That \$147.00 be and the same is appropriated hereby out of the 1953 General Fund - Account No. 56-03-00, in payment to Clerk, District Courts of Bexar County, Texas for original and duplicate of transcript in Cause No. F-84,478, styled State of Texas, ex rel. H. J. Criner, et al, vs. City of San Antonio, et al, for appeal to the Court of Civil Appeals, Fourth Judicial District of Texas, as per statement attached hereto and made a part hereof.

2. PASSED AND APPROVED this 15 th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,392

DIRECTING THE SALE OF PERSONAL PROPERTY IN THE  
POSSESSION OF THE POLICE DEPARTMENT NOT OWNED  
OR CLAIMED BY THE CITY OF SAN ANTONIO

WHEREAS, under the provisions of Section 2-12 of the San Antonio City Code, the Chief of Police of the City of San Antonio has reported that there is in the possession of the Police Department certain personal property consisting of 49 bicycles, 10 bicycle frames, and 5 tricycles, not owned or claimed by the City of San Antonio. A schedule of such property having heretofore been filed with the City Clerk and with the Chief of Police, said property having been in the possession of the Police Department for more than 60 days is unclaimed, and on which there are charges unpaid and due to the City; NOW, THEREFORE:

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

1. That said property consisting of 49 bicycles, 10 bicycle frames, and 5 tricycles, described in the aforesaid schedule, be and the same is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" giving the day, hour and place of the sale.

2. That said notice shall be given by publication of this ordinance at least two times within the said ten (10) days period.

3. The personal property, consisting of 49 bicycles, 10 bicycle frames, and 5 tricycles, shall be sold for cash individually or in lots, depending on what offers in the opinion of the Chief of Police or his representative are for the best interest of the City; said sale of these items is to be held at the Central Police Headquarters Building on the 3rd day of August, 1954, between the hours of 9:00 o'clock A.M. and 12:00 o'clock Noon and during the same hours on each succeeding business day thereafter until all of said bicycles, bicycle frames, and tricycles are disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

5. Said property shall be sold as is and a bill of sale, if requested, will be executed by the Chief of Police of the City of San Antonio to the purchaser, but no title transfer or title papers of any nature can be given.

6. Within five (5) days after said sales, the Chief of Police shall make a report thereof under oath to the Controller of the City of San Antonio and shall account for the money received at said sales in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police of the City of San Antonio.

7. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,393

APPROVING AN EXCHANGE OF PROPERTIES BY AND BETWEEN THE CITY OF SAN ANTONIO AND MRS. J. A. WINTERS AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND DELIVER TO MRS. J. A. WINTERS A PROPER DEED OF CONVEYANCE UPON RECEIPT OF CONVEYANCE FROM HER TO THE CITY OF SAN ANTONIO OF THE TRACT SHE IS TO CONVEY IN EXCHANGE

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

1. That the exchange of properties whereby the City of San Antonio conveys to Mrs. J. A. Winters, a widow, the <sup>City's</sup> East 4 feet of Lot 20, N.C.B. 1590, and she, the said Mrs. J. A. Winters, conveys to the City of San Antonio the West 4 feet of the same lot, be and is hereby approved and that the said conveyance to the City by Mrs. J. A. Winters be and is hereby accepted.

2. That the City Manager be and is hereby authorized and directed to execute and deliver to Mrs. J. A. Winters a proper conveyance of said East 4 feet of said lot upon receipt by him of proper conveyance to the City of the West 4 feet of said lot.

3. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,394

ACCEPTING THE ATTACHED BID OF THE F. W. FAXON & COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN SUBSCRIPTIONS ON PERIODICALS AND NEWSPAPERS FOR A TOTAL OF \$3,053.95

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

1. That the bid of F. W. Faxon & Company, 83 Francis Street, Boston 15, Mass, dated May 5, 1954 to furnish the City of San Antonio Public Library with subscription renewals on Periodicals and Newspapers for a net amount of \$3,053.95, be and the same is accepted hereby.

2. That the bid of F. W. Faxon & Company is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund, Public Library, Account No. 15-02-00.

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

5. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,395

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF THE CITY, SAID TRACT OF LAND KNOWN AS DELL-WOOD PARK, UNIT 1, CONTAINING 52.534 ACRES OF LAND OUT OF WILLIAM SIMPSON SURVEY NO. 148, BLOCK 5009, IN BEXAR COUNTY, TEXAS

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

1. That the bounds and limits of the City of San Antonio are hereby changed and fixed and the extension thereof provided for and additional territory lying adjacent to said City, said area being a certain tract of land known as Dell-Wood Park, Unit 1, being 52.534 acres of land out of William Simpson Survey No. 148, Block 5009, as recorded in Volume 2677, Page 547, in the Deed Records of Bexar County, Texas, is hereby annexed; and the present bounds and limits of said city are changed hereby so as to include all of the territory described hereby within the corporate limits of the City of San Antonio, which annexed territory is further described and included as follows, to-wit;

2. BEGINNING at a point in the north city limits line of the City of San Antonio where the north line of Oblate Drive extended westward intersects the east line of San Pedro Avenue (U. S. Highway 281 North) extended southward for the southwest corner of this tract;

THENCE N 0° 18' E along said east line of San Pedro Avenue 1110.0 feet to a point for the northwest corner of this tract;

THENCE S 89° 42' E 995.0 feet to an angle point;

THENCE N 78° 18' E, 288.59 feet to an angle point;

THENCE S 89° 42' E, 741.6 feet to a point for the northeast corner of this tract;

THENCE S 0° 03' W, 1166.47 feet to a point in the north line of Oblate Drive, also being the north City Limits line of the City of San Antonio and the southeast corner of this tract;

THENCE N 89° 48' W along said north line of Oblate Drive and the north City limits line 2024.07 feet to the place of beginning, containing 52.534 acres of land, more or less.

3. The aforesaid bounds and limits shall include the territory over which the City of San Antonio has jurisdiction.

4. That the City of San Antonio shall become liable and bound for the payment of all legal indebtedness, or pro rata thereof, owing by said area, territory or district for which the City is justly liable upon annexation to the City.

5. That the additional territory and area so annexed, shall be a part of the City of San Antonio, and the inhabitants thereof shall be entitled to all rights and privileges of all the other citizens of the City of San Antonio, and shall be bound by the acts and ordinances and regulations of the City of San Antonio.

6. That the City Engineer shall change the records of his office to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

7. The City Tax Assessor shall change the records of his office to conform to the new bounds and limits and shall proceed to assess taxes and collect taxes on the property included in the new bounds and limits for the next fiscal year, as now provided by the Charter and Ordinances of the City of San Antonio.

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

9. APPROVED FOR PUBLICATION this 6th day of April A. D. 1954.

Raymond R. Russell, Jr.  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

10. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,396 ✓

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF THE CITY, SAID TRACT OF LAND BEING A PORTION OF BELLAIRE SUBDIVISION CONTAINING APPROXIMATELY 119.02 ACRES OF LAND OUT OF THE ALBERT HERBST 300 ACRE TRACT IN COUNTY BLOCK 4287, IN BEXAR COUNTY, TEXAS

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

1. That the bounds and limits of the City of San Antonio are hereby changed and fixed and the extension thereof provided for and additional territory lying adjacent to said City, said area being a portion of Bellaire Subdivision containing approximately 119.02 acres of land out of the Albert Herbst 300 acre tract in County Block 4287, in Bexar County, Texas, is hereby annexed; and the present bounds and limits of said city are changed hereby so as to include all of the territory described hereby within the corporate limits of the City of San Antonio, which annexed territory is further described and included as follows, to-wit:

2. BEGINNING at the intersection of the East line of Walhalla Avenue and the Eastward extension of the South line of the alley South of Formosa Blvd., in Section 3-A, Bellaire Subdivision, the present City limits line of the City of San Antonio, for the Southwest corner of this tract;

said

THENCE in a Northerly direction along the East line of Walhalla Avenue, the present City limits line of the City of San Antonio, a distance of 1276.08 feet to a point in the North line of the alley South of Langford Place, in Section 4, Bellaire Subdivision, for the most Northerly Northwest corner of this tract;

THENCE North 89° 50' East along the said North line of the alley South of Langford Place, in Section 4, Bellaire Subdivision, and the continuation of said NORTH line of said alley to the East, the present City limits line of the City of San Antonio, a distance of 2430.91 feet to a point in the Southeast extension of the Northeast line of Chaucer Avenue, for a corner of this tract;

THENCE North 10° 05' West along the said Southeast extension of the Northeast line of Chaucer Avenue, and continuing along the said Northeast line of Chaucer Avenue, the present City Limits line of the City of San Antonio, a distance of 959.41 feet to a point in the North line of the Albert Herbst 14.02 acre Home Tract, for the most Northerly Northwest corner of this tract;

THENCE in an Easterly direction along the said North line of the Albert Herbst 14.02 acre Home Tract, the present City Limits line of the City of San Antonio, a distance of 866.71 feet to a point in the Southwest line of South Flores Road for the Northeast corner of this tract;

THENCE in a Southeasterly direction along the said Southwest line of South Flores Road, the present City Limits line of the City of San Antonio, a total distance of 2170.51 feet to a point in the proposed south line of Formosa Boulevard, for the most Easterly corner of this tract;

THENCE South 89° 37' West along the said proposed South line of Formosa Boulevard, a distance of 1342.0 feet to a point of curve;

THENCE continue along the said proposed South line of Formosa Boulevard, along a (696.64 foot radius) curve to the left, a distance of 184.3 feet to a point of compound curve;

THENCE continue along the said proposed South line of Formosa Boulevard, along a (1430.0 foot radius) curve to the right, a distance of 283.7 feet to a point of tangency in the Eastward extension of the South line of Formosa Boulevard;

THENCE South 89° 50' West along the said Eastward extension of the South line of Formosa Boulevard, a distance of 1148.0 feet to a point in the Southward extension of the East line of Oxana Avenue, for a corner of this tract;

THENCE in a Southerly direction along the said Southward extension of the East line of Oxana Avenue, a distance of 135.0 feet to a point in the Eastward extension of the south line of the alley South of Formosa Boulevard, in Section 3-A, Bellaire Subdivision, for a corner of this tract;

THENCE South 89° 38' 30" West along the said Eastward extension of the South line of the alley South of Formosa Boulevard, in Section 3-A, Bellaire Subdivision, a distance of 1040.0 feet to the point of BEGINNING, containing a total of 119.02 acres, more or less.

3. The aforesaid bounds and limits shall include the territory over which the City of San Antonio has jurisdiction.

4. That the City of San Antonio shall become liable and bound for the payment of all legal indebtedness, or pro rata thereof, owing by said area, territory or district for which the City is justly liable upon annexation to the City.

5. That the additional territory and area so annexed, shall be a part of the City of San Antonio, and the inhabitants thereof shall be entitled to all rights and privileges of all the other citizens of the City of San Antonio, and shall be bound by the acts and ordinances and regulations of the City of San Antonio.

6. That the City Engineer shall change the records of his office to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this Ordinance.

7. The City Tax Assessor shall change the records of his office to conform to the new bounds and limits and shall proceed to assess taxes and collect taxes on the property included in the new bounds and limits for the next fiscal year, as now provided by the Charter and Ordinances of the City of San Antonio.

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

9. APPROVED FOR PUBLICATION this 13th day of May, A. D. 1954.

Raymond R. Russell, Jr.  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

10. PASSED AND APPROVED this 15th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

A RESOLUTION

AUTHORIZING AND DIRECTING THE ASSESSOR AND COLLECTOR OF TAXES TO ENTER UPON THE TAX ROLLS OF THE CITY OF SAN ANTONIO CORRECTIONS, ADJUSTMENTS, AND REMISSIONS OF TAXES IN CASES WHEREIN TAX ERRORS HAVE BEEN FOUND UPON THE TAX ROLLS, AND AUTHORIZING THE CITY ATTORNEY TO TAKE LEGAL ACTION FOR COLLECTION OF TAXES WHERE NECESSARY.

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WHEREAS, the City Manager, or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative; acting jointly as a Board of Review, have thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and it further appearing to the satisfaction of said officers of the City, that certain errors do exist in the Tax Rolls, and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board of Review has recommended certain corrections, and it being the opinion of the City Council acting under Article 7264e, and Article 7349d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved.

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

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

<u>Name, Receipt No. Desc. of Prop. &amp; Reason</u>	<u>Value On Roll</u>	<u>Corrected Value</u>
Alton Applewhite, 1949 Rec. #119681, Personal Property - Investigation reveals property is over-assessed. Penalty determined not to be due.	3700.	900.
Automotive Service, Inc., 1951 Rec. #128229, Personal Property - Investigation reveals property erroneously over-assessed. Penalty determined not to be due.	20,460.	18,120.
Martha Jane Barrera, Receipt No. (Various, listed below) Lot 12, Block 33, NCB 8115 - Investigation reveals improvement value is over-assessed. Penalty determined not to be due.		
(1947 Rec. #54111)	3,210.	2,950.
(1948 " # 44312)	3,210.	2,950.
(1949 " # 99902)	3,210.	2,950.
(1950 " #101041)	3,210.	2,950.
(1951 " #105687)	3,210.	2,950.
The Barrett Div. Allied Chemical & Dye Corp. 1953 Rec. Acct. #4799, Personal Property - Investigation reveals above concern was out of business and erroneously carried on the unrendered roll.	880.	None
Mrs. Kramer Malone Bell, 1949 Rec. #120072, Personal Property - Investigation reveals this assessment is erroneous.	150.00	None

Benedict's Auto Center, 1950 Rec. #121337, Personal Property - Investigation reveals property is over-assessed. Penalty determined not to be due)	2,000.	450.
Benson Excavating Co. (A.C.Benson) Rec. No. (various, listed below) Personal Property - Investigation reveals assessments are erroneous.		
(1944 Rec. # 35175)	800.	None
(1945 " # 52251)	800.	None
(1946 " #59382)	800.	None
(1947 " # 64985)	1,070.	None
(1948 " # 66902)	1,070.	None
(1949 " #120104)	1,070.	None
(1950 " #121356)	1,070.	None
Black Art Glass Company, 1951 Rec. #128583, Personal Property - Investigation reveals Erroneous assessment.	350.	None

Blue Bonnet Hotel Barber Shop, Receipt No. (various, listed below) Personal Property - Investigation reveals property is over-assessed. (Penalty determined not to be due)

(1937 Rec. # 34244)	540.	250.
(1938 " # 2498)	500.	250.
(1939 " # 25722)	450.	250.
(1940 " # 2318)	450.	250.
(1941 " # 2110)	470.	250.
(1942 " # 31589)	470.	250.
(1943 " # 33868)	470.	250.
(1944 " # 35995)	470.	250.
(1945 " # 52600)	470.	250.
(1946 " # 99770)	470.	250.
(1947 " # 2655)	520.	250.
(1948 " # 2669)	450.	250.
(1949 " #120268)	450.	250.
(1950 " #121512)	450.	250.
(1951 " #128625)	450.	250.
(1952 Code #5115)	450.	250.

Blue Moon Cafe & Bar, 1949 Rec. #120280, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due)

340. 290.

Mary E. Brane, 1949 Rec. #120448, Personal Property Investigation reveals this is an Erroneous Assessment.

800. None

Braswell Motor Freight Lines, 1953 Rec. Acct. #5257, Personal Property - Investigation reveals property erroneously over-assessed.

5,240. 4,240.

Doyle S. Brown, d/b/a Acousticon Institute, 1947 Rec. #148, Personal Property - Investigation reveals assessment to be excessive. (Penalty determined not to be due)

1,140. 800.

Leon L. Brown, Rec. No. (various, listed below) Personal Property - Investigation reveals assessments are unrendered and erroneously carried on the roll. Erroneous assessments.

(1947 Rec. # 66181)	200.	None
(1948 " # 68229)	200.	None
(1949 " #120577)	200.	None

Tom Brown's Gulf Station, 1951 Rec. # 128874, Personal Property - Investigation reveals personal property is over-assessed. (Penalty determined not to be due).

230. 70.

Bustillo Drive Inn, 1953 Rec. Acct. # 5496-5000 Personal Property, - Investigation reveals School Tax is erroneously carried in the San Antonio Independent School District.

700.00 None (School only)

B. M. Casteel, 1948 Rec. # 69764 & 1949 Rec. # 3822, Personal Property (Water Well) - Investigation reveals water well closed in 1947. Assessment in Error.

(1948)	600.	None
(1949)	600.	None

Chadwick Machinery Co. 1949 Rec. #130740, Personal Property - Investigation reveals Assessment in error.

1,350. None

Chaminade College Society of Mary, Prov. of St. Louis (River-Garage) 1952 Rec. Code #5400, 6 & E 25' of 5 & W 16' of E 41' of S 166' of 5, & W 28.7' of 7, Blk. 22, NCB 405 (Land only) - Tender of payment made while taxes were still current. (Penalty & interest determined not to be due).

38,070. 38,070.

Cliff's Service Station, 1950 Rec. # 122363, Personal Property - Investigation reveals property is over-assessed. (Penalty determined not to be due)

650. 250.

Walker H. Coleman (assessed to Robertson Bldg. Co.) 1947 Rec. 88862 (Code 2000 & 400), E. 10' of 30 & W 70' of 31, NCB 9078 - Investigation reveals property erroneously assessed to non-owner. Penalty & Interest determined not to be due.

(1947)	140.	140.
(1947)	6,530.	6,530.

Connie's Place, 1951 Rec. # 129553 & 1952 Rec. Acct. #6142, Personal Property - Investigation reveals personal property over-assessed. (Penalty determined not to be due).

(1951)	1,200.	500.
(1952)	1,200.	500.

The Corner Hook, 1950 Rec. # 122544, Personal Property - Investigation reveals this is an Erroneous Assessment.

40. None

Country Club Cleaners, Rec. No. (various, listed below) Personal Property - Investigation reveals personal property over-assessed. (Penalty determined not to be due).

(1947 Rec. # 5773)	1,820.	900.
(1948 " # 5735)	1,820.	900.
(1949 " #121430)	1,820.	900.
(1950 " #122569)	1,820.	900.
(1951 " #129627)	1,820.	900.

Denny's Cafe, 1951 Rec. #129793, Personal Property, Investigation reveals business was closed prior to June 1, 1951. Erroneous Assessment.

	600.	None
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Conrado Davila, Rec. No. (various, listed below) Personal Property - Investigation reveals taxpayer was erroneously assessed for personal property which he never did own. Taxpayer paid \$28.65 under Back Tax Rec. No. 22717, dated April 20, 1954, believing he was paying on his real property which is also delinquent and is entitled to a refund of \$28.76.

(1949 Rec. #121641)	350.	None
(1950 " #122756)	350.	None
(1951 " #129609)	350.	None

Dominguez Grocery (Constancio Dominguez) 1950 Rec. #131140, Personal Property - Investigation reveals this is an erroneous assessment.

	250.	None
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El Gato Negro (Grocery) 1949 Rec. #122152 & 1950 Rec. #123342, Personal Property - Investigation reveals taxpayer on October 4, 1951, paid taxes in the amount of \$30.80, which were mis-applied on account of El Gato Negro (Beer Parlor). (Penalty & Interest determined to be due only to Oct. 1951).

	450.	450.
	450.	450.

El Retiro (Alberto Grozes, Jr.) Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1938 Rec. # 7005)	880.	800.
(1941 " # 38902)	810.	800.
(1942 " # 5265)	810.	800.
(1944 " # 40633)	840.	800.
(1948 " # 24597)	1,760.	800.
(1949 " #122184)	1,760.	800.
(1950 " #123273)	1,760.	800.
(1952 Acct #6974)	1,660.	800.

G. Escobar, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due)

(1944 Rec. # 40829)	610.	470.
(1945 " # 58229)	610.	470.
(1946 " # 65161)	750.	470.
(1947 " # 71312)	1,010.	470.
(1948 " # 74010)	1,010.	470.

Dr. Ramiro P. Estrada, 1950 Rec. #123386, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due)

	500.	400.
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Etheridge Bros. Co. 1950 Rec. #123389, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due)

	630.	130.
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Express Recreation Club, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1938 Rec. # 7344)	710.	500.
(1939 " " 26981)	770.	500.
(1940 " " 40085)	770.	500.
(1941 " " 39213)	770.	500.
(1942 " " 36823)	770.	500.
(1949 " " 122339)	560.	500.
(1950 " " 123420)	560.	500.

Henry Flores (Cresencio S. Robles, Jr.) Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1947 Rec. # 9139)	580.	300.
(1948 " # 74996)	580.	300.
(1949 " #122541)	430.	300.
(1950 " #123605)	430.	300.

Jose A. & Lillian G. Flores, Rec. No/ (various, listed below) N. 32.43' of 2 & S 3.59' of N. 36.02' of E. 83.62 of 2, & S. 23.98' of 2 & S. 3.59' of N. 36.02' of W. 41.38 Blk. 1, NEB 3840 - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1950 Rec. # 51782)	1,660.	1,630.
(1951 " # 53370)	1,660.	1,630.
(1952 " #Code 2000)	1,660.	1,630.
(1950 " # 51783)	1,200.	1,150.
(1951 " # 53371)	1,200.	1,150.
(1952 " Code 4000)	1,200.	1,150.

L. H. Floyd, Receipt No. (Various, listed below)

Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1948 Rec. # 75126)	150.	70.
(1949 " #122556)	150.	70.
(1950 " #123618)	150.	70.

I. Fonarow, 1949 Rec. #122566, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due).

	2,400.	800.
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F. C. Garcia, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years 1948 & 1949, and erroneously assessed for the year 1950. (Penalty determined not to be due).

(1948 Rec. # 9581)	1,800.	850.
(1949 " #122799)	1,520.	850.
(1950 " #123835)	1,520.	None

Walter Garvin Co. Inc. 1949 (Separation) Rec. #122841 - Personal Property (Used Automobiles) Investigation reveals property over-assessed. (Penalty determined not to be due)

	1,500.	500.
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General Wholesale Jewelry Co. (Johnny Clingingsmith) 1949 Rec. #122955, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due)

	8,000.	3,160.
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Golden Tulip Food Products (C.C. Churchwall) Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due)

(1949 Rec. #123097)	11,620.	2,050.
(1950 " #124086)	11,620.	2,050.
(1951 " #131037)	11,620.	2,050.
(1952 " Acct #7816)	11,620.	2,050.

Albert Guerrero, Rec. No. (various, listed below) Personal Property - Investigation reveals assessment for year 1949 is a Double-Assessment (in name of Milton Hernandez) and over-assessed for years 1950 and 1952. (Penalty determined not to be due).

(1949 Rec. #123780)	1,250.	None
(1950 " #124364)	2,050.	1,000.
(1952 " #Acct 8108)	2,050.	1,000.

Hamburger King, 1949 Rec. #123506, Personal Property Investigation reveals property over-assessed. (Penalty determined not to be due).

	1,030.	430.
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Paul E. Hans, Rec. No. (various, listed below) Lots 22 & 23, Blk. 3, NEB 3104 - Investigation reveals ownership was in litigation. Ownership was determined by Court Order in Probate Court on February 10, 1954. (Penalty and interest determined not to be due).

(1948 Rec. # 11997)	2,750.	2,750.
(1949 " # 40322)	2,750.	2,750.
(1950 " # 40175)	2,750.	2,750.
(1951 " #41499)	2,750.	2,750.
(1952 Code 2000)	2,750.	2,750.

C. L. Harper, Rec. No. (various, listed below) W. 80' of 2, (described as Lots 29 & 30) Block 7, NEB 3734 - Investigation reveals property was erroneously described as Lots 29 & 30, Blk. 7, NEB 3734. (Penalty and interest determined not to be due).

(1946 Rec. # 61916)	1,850.	1,850 (Lot 29)
(1946 " # 80459)	70.	70 (Lot 30)

(1947 Rec. # 67836)	2,460.	2,460. (Lot 29)
(1947 " # 87947)	100.	100. (Lot 30)
(1948 " # 70139)	2,460.	2,460. (Lot 29)
(1948 " # 92584)	90.	90. (Lot 30)
(1949 " # 50415)	2,460.	2,460. (Lot 29)
(1949 " # 50416)	90.	90. (Lot 30)
(1950 " # 50435)	2,460.	2,460. (Lot 29)
(1950 " # 50436)	90.	90. Lot 30)
(1951 " # 51988)	90.	90. (Lot 30)
(1952 " Code 5600)	2,460.	2,460. (Lot 29)
(1952 " Code 6000)	90.	90. (Lot 30)

Hensley Assessment Co. Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due)

(1947 Rec. # 76394)	12,650.	4,600.
(1948 " # 12569)	12,650.	4,000.
(1949 " #123746)	12,650.	4,000.
(1950 " #124665)	12,650.	4,000.
(1952 " #131580)	12,650.	4,000.

Alyce C. Hickman (assessed to Texas General Agency) Rec. No. (various, listed below) Lot 18, Blk. 9, NEB 8672 - Investigation reveals improvement value erroneously assessed to vacant lot. (Penalty determined not to be due)

(1947 Rec. #60692)	580.	130.
(1948 " #62211)	580.	130.
(1949 " #107275)	580.	130.

Highland Drive Inn, Rec. No. (various, listed below) Personal Property - Investigation reveals values on property over-assessed. (Penalty determined not to be due)	(1947 Rec. # 76866)	1,600.	200.
	(1948 " # 80313)	1,600.	200.
	(1949 " #123848)	1,600.	200.
	(1950 " #124755)	1,600.	200.
R. P. Holloway, Rec. No. (various, listed below) Personal Property - Investigation reveals values on property over-assessed. (Penalty determined not to be due).	(1948 Rec. # 13404)	1,150.	410.
	(1949 " #123963)	950.	410.
	(1950 " #124847)	950.	410.
	(1951 " #131742)	750.	410.
	(1952 " # 8614)	600.	410.
Jerry's Garage, 1949 Rec. #124313, Personal Property - Investigation reveals property value over-assessed. (Penalty determined not to be due)		670.	120.
Jones & Fischer Garage, 1949 Rec. #124423, Personal Property - Investigation reveals property value over-assessed. (Penalty determined not to be due).		670.	300.
Karen's Grocery, 1949 Rec. #124525, Personal Property - Investigation reveals property value over-assessed.		2,840.	950.
Israel P. & Frances Karotkin, Rec. No. (various, listed below) Lots 24, 25, 26, Blk. 21, NCB 6600 - Investigation reveals improvement value over-assessed. (Penalty determined not to be due).	(1946 Rec. # 72154)	5,770.	5,220.
	(1947 " # 15694)	7,690.	6,960.

	(1948 Rec. # 14979)	7,690.	6,960.
	(1949 " # 64906)	7,690.	6,960.
	(1950 " # 64764)	7,690.	6,960.
	(1952 " Code 2000)	7,690.	6,960.
A. L. Kraft (Sunny South Cleaners) 1949 Rec. #124758, Personal Property - Investigation reveals this is a double assessment to Rec. #129170 Sunny South Cleaners.		4,400.	None
Le Gourmets Dlicatessen (Albert Demarias) 1947 Rec. #17183 & 1948 Rec. #16402 - Personal Property Investigation reveals value over-assessed for the year 1947, and an erroneous assessment for the year 1948. (Penalty determined not to be due)	(1947 Rec. # 17183)	3,590.	2,000.
	(1948 " # 16402)	3,050.	None
William Lebo, Rec. No. (various, listed below) Personal Property - Investigation reveals values over-assessed for years involved. (Penalty determined not to be due).	(1947 Rec. # 80184)	8,000.	5,000.
	(1948 " # 16328)	7,040.	5,000.
	(1949 " #125024)	7,040.	5,000.
	(1950 " #125781)	7,510.	5,000.
	(1952 " Acct 9646)	6,500.	5,000.
Lone Star Liquor Store (Woodrow Douglas) 1946 Rec. #17533 & 1947 Rec. #17603, Personal Property - Investigation reveals values over-assessed for years involved. (Penalty determined not to be due)	(1946)	1,530.	1,030.
	(1947)	2,200.	1,030.
Louis W. Lipscomb, 1951 Rec. #512 & 1952 Rec. Code 6000, S. 1/2 of 4, Out of O.C.L. 28-29-30 NCB A-52 - Investigation reveals land value over-assessed. (Penalty determined not to be due)	(1951)	1,810.	1,560.
	(1952)	1,810.	1,560.
H. Lubel, Delbert Hicks & A.O. Brock, 1952 Rec. Code No. 2000, 3000 & 4000, Lots 1, 2, 3, 4 & S. Irr. 110' of 5; S. Irr. 110' of 6 & S. Irr. 75' of 7; and Lot 10, Blk. 5, NCB 3246 - Investigation reveals improvements burned down on March 15, 1952. Improvement value erroneously carried on Roll. (Penalty & interest determined not to be due)	(1952 Code 2000)	890.	890.
	(1952 " 3000)	30.	30.
	(1952 " 4000)	2,730.	680.

Agnes & Julia McNery, Rec. No. (various, listed below) Lots 1 & 2, Blk. K, NCB 1667 - Based on the 1940 Ehrenborg Survey, property is over-assessed for the years 1931 to 1939, inclusive. (Penalty determined not to be due)

(1931 Rec. #16974)	1,600.	1,230.
(1932 " #13274)	1,420.	1,230.
(1933 " #32995)	1,420.	1,230.
(1934 " #33239)	1,420.	1,230.
(1935 " #39998)	1,420.	1,230.
(1936 " #41564)	1,420.	1,230.
(1937 " #45026)	1,420.	1,230.
(1938 " #43037)	1,420.	1,230.
(1939 " #44427)	1,420.	1,230.

Lot 1 only:

Lot 2 only:

(1931 Rec. #16974)	840.	550.
(1932 " #13274)	680.	550.
(1933 " #32995)	680.	550.
(1934 " #33239)	680.	550.
(1935 " #39998)	680.	550.
(1936 " #41564)	680.	550.
(1937 " #45026)	680.	550.
(1938 " #43037)	680.	550.
(1939 " #44427)	680.	550.

Isidoro V. Martinez, 1953 Rec. Acct. #10201, Personal Property - Investigation reveals this is a double assessment. See Acct. No. 10177-5002.

100. None

Clarence Mathews, 1948 Rec. #86379 & 1949 Rec. #125653, Personal Property - Investigation reveals property values are over-assessed. (Penalty determined not to be due)

(1948) 2,040. 1,820.  
(1949) 2,040. 1,820.

Medical Arts Corp. Rec. No. (various, listed below) Alley between Lots 1 & 2, Blk. 22, NCB 424 - The 1953 Equalization Program placed a value on land of \$1,640.00. Based on this survey property is over-assessed for the years 1934 thru 1950, both inclusive. (Penalty determined not to be due).

(1934 Rec. #249683)	2,330.	1,640.
(1935 " #249684)	2,330.	1,640.
(1936 " #249685)	2,330.	1,640.
(1937 " #249686)	2,330.	1,640.
(1938 " #249687)	2,330.	1,640.
(1939 " #249688)	2,330.	1,640.
(1940 " #249689)	2,330.	1,640.
(1941 " #249690)	2,330.	1,640.
(1942 " #249691)	2,330.	1,640.
(1943 " #249692)	2,330.	1,640.
(1944 " #249693)	2,330.	1,640.
(1945 " #249694)	2,330.	1,640.
(1946 " #249695)	2,330.	1,640.
(1947 " #249696)	3,110.	1,640.
(1948 " #249697)	3,110.	1,640.
(1949 " #249698)	3,110.	1,640.
(1950 " #249699)	3,110.	1,640.

Dr. A. F. Mendicino, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1937 Rec. # 19277)	1,100.	250.
(1938 " # 17998)	880.	250.
(1946 " # 19875)	400.	250.
(1947 " # 20281)	400.	250.
(1948 " # 87440)	400.	250.
(1950 " #126598)	350.	250.
(1951 " #133374)	350.	250.
(1939 " # 29266)	880.	250.
(1940 " # 48915)	400.	250.
(1941 " # 48835)	400.	250.
(1942 " # 46700)	400.	250.
(1943 " # 49113)	400.	250.
(1944 " # 16275)	400.	250.
(1952 " Code 10472)	320.	250.

Merchant's Cafe, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1940 Rec. # 48975)	380.	320.
(1941 " # 15343)	380.	320.
(1945 " # 69317)	410.	320.
(1946 " # 7621A)	410.	320.

Henry & Tillie Mezzetti, 1952 Rec. Code 5000, Lot 16, Blk. 14, NCB 9103 - Investigation reveals improvement value over-assessed, based on the 1953 Equalization Program. (Penalty determined not to be due).

(1952) 11,460. 10,430.

Our Cleaners, 1952 Rec. Acct #11367, Personal Property - Investigation reveals this assessment is in error. Erroneous Assessment.

3,300. None

Phillip's Drilling Co. 1949 Rec. #131196, Personal Property - Investigation reveals this is a Double Assessment.

1,500. None

Pitman & Company, 1949 Rec. #127161, Personal Property - Investigation reveals this property is Over-assessed. (Penalty determined not to be due). 10,320. 850.

Pollyanna Shoppe, 1949 Rec. #127205 & 1950 Rec. #127813, Personal Property - Investigation reveals property is over-assessed for years involved. (Penalty determined not to be due). (1949) 870. 370.  
(1950) 870. 370.

Jose C. Ramirez, Receipt No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due). (1943 Rec. # 18550) 9,960. 4,500.  
(1945 " # 73433) 10,100. 5,000.  
(1946 " # 24328) 10,100. 5,000.  
(1947 " # 24954) 22,890. 8,000.  
(1950 " #128034) 16,320. 8,500.  
(1951 " #134740) 16,150. 8,500.  
(1952 " Acct #11994) 16,100. 8,500.

Jose C. Ramirez, Rec. No. (various, listed below) S. 58.35' of 2, NCB 913 - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due). (1947 Rec. # 87692) 10,890. 10,000.  
(1948 " # 92360) 10,890. 10,000.  
(1949 " # 10627) 10,890. 10,000.  
(1950 " # 10537) 10,890. 10,000.  
(1951 " # 11031) 10,890. 10,000.  
(1952 " Code 4000 ) 10,890. 10,000.

Reeves' Steak House, Rec. No. (various, listed below) Personal Property - Investigation reveals property values were excessive. Over-assessed. (Penalty determined not to be due). (1947 Rec. # 88101) 1,450. 300.  
(1948 " # 92773) 1,300. 300.  
(1949 " #127524) 1,280. 300.  
(1946 " # 80605) 600. 300.  
(1947 " # 88102) 800. 300.  
(1948 " # 92777) 700. 300.

Herlinda Reyes, Rec.No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due). (1942 Rec. # 50922) 460. 250.  
(1943 " # 53420) 460. 250.  
(1944 " # 56427) 460. 250.  
(1945 " # 74000) 520. 250.  
(1946 " # 24869) 620. 250.  
(1947 " # 25524) 820. 250.  
(1949 " #127605) 820. 250.  
(1950 " #128187) 820. 250.  
(1951 " #134887) 820. 250.  
(1952 Acct. #12159) 820. 250.

River Garage (assessed to Cheminade College Society of Mary, Prov. of St. Louis) 1952 Rec. Code 5400, 6 & E 25' of 5 & W 16' of E 41' of S 155' of 5, & W 28.7' of 7, Blk. 22, NCB 405 (Improvements only) Investigation reveals improvement value over-assessed, based upon 1953 Equalization Program. 232,850. 155,390.

Robert E. Lee Coffee Shop, 1951 Rec. #132664, Personal Property - Investigation reveals property values over-estimated. Over-assessed. (Penalty determined not to be due.) 4,700. 3,200.

G. E. Saans, 1949 Rec. #128008, Personal Property - Investigation reveals property values over-estimated. Over-assessed. (Penalty determined not to be due). 1,810. 500.

Helena A. Saans, Rec. No. (various, listed below) Personal Property - Investigation reveals property values over-assessed. (Penalty determined not to be due). (1933 Rec. # 14077) 2,000. 1,000.  
(1937 " # 25902) 1,200. 1,000.  
(1938 " # 23503) 1,200. 1,000.  
(1939 " # 48493) 1,020. 1,000.  
(1940 " # 53730) 1,020. 1,000.  
(1934 " # 16143) 1,600. 1,000.  
(1935 " # 21125) 1,600. 1,000.  
(1936 " # 22543) 1,420. 1,000.

David & Sarah Salik, 1941 Rec. #31133 & 1943 Rec. #30686, Lots 27 & 28, (Described as N. Pt of 27-28) NCB 7016 - Investigation reveals property erroneously described. (Penalty and interest determined not to be due). (1941) 970. 970.  
(1943) 970. 970.

San Antonio Packing Co., 1951 Rec. #36241 & 1952 Rec. Code 3000, Lots 5, 6 and 10 to 13, NCB 8210 - Investigation reveals improvement value over-assessed, based on the 1953 Equalization Program. (Penalty determined not to be due). (1951) 60,320. 36,400.  
(1952) 61,120. 36,400.

Mrs. E. R. Sanders, 1950 Rec. #93641, Lot 19, Blk. 27, NEB 7684 - Investigation reveals taxpayer attempted to pay her taxes and was told non were due. (Penalty and interest determined not to be due).

	3,430.	3,430.
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Santa Rosa Meat Market, 1948 Rec. #95361 & 1950 Rec. #128793, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due).

(1948)	920.	350.
(1950)	920.	450.

Shaw Service Station, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1948 Rec. # 27622)	600.	250.
(1949 " #128523)	600.	250.
(1950 " #129030)	600.	250.
(1951 " #135680)	600.	250.
(1952 " # 13030)	600.	250.

Signor Service Station, 1949 Rec. #128589, Personal Property - Investigation reveals this is an erroneous Double-assessment.

	1,000.	None
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Sinclair Refining Co. 1953 Acct. #13141, Personal Property - Investigation reveals property is Over-assessed.

	68,890.	55,110.
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A. B. Spencer Jr., & Milton V. Spencer, 1949 Rec. #7874, & 1948 Rec. #28478, Improvements only (Lots 1-2-3 NEB 671) - Investigation reveals improvement value was erroneously carried on the tax roll. Erroneous assessment.

(1948)	1,160.	None
(1949)	2,270.	None

O. L. Starnent, 1951 Rec. #87796, Lot 18, Blk. 10, NEB 9198 - Investigation reveals check was tendered for payment of above taxes, and was lost by the tax Department. Penalty and interest determined not to be due.

	5,340.	5,340.
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Slick Airways, Inc., 1953 Rec. Code 7000, Impts. Only (NEB 8644) - Investigation revealed improvements belonging to the City were charged to Slick Airways in error. Over-assessed.

	76,450.	4,900.
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Gus D. & Marguerite Tassos, Rec. No. (various, listed below) Lots 5, 6, Blk. 21, NEB 1806 - Investigation reveals improvements, due to age and condition, are over-assessed. (Penalty determined not to be due)

(1947 Rec. # 93182)	2,920.	2,750.
(1948 " # 98467)	2,920.	2,750.
(1952 " Code 6000)	2,920.	2,750.

Marguerite Tassos, Receipt No. (various, listed below) Lot 33 or Red 23, NEB 106 - Investigation reveals improvements, due to condition of building and correction in area, property is over-assessed. (Penalty determined not to be due).

(1947 Rec. #93183)	23,120.	22,820.
(1948 " # 98469)	23,120.	22,820.
(1952 " Code 4000)	23,120.	22,820.

Marguerite Tassos, Rec. No. (various, listed below) Lot 13, & N.W. 25' of 14, Blk. 51, NEB 2745 - Investigation reveals property over-assessed. (Penalty determined not to be due).

(1941 Rec. # 23426)	8,500.	8,400.
(1947 " # 93184)	11,610.	11,440.
(1948 " # 98468)	11,610.	11,440.
(1952 " Code 4000)	13,320.	13,150.

Terry Hall Furn. Co. 1949 Rec. #123488, Personal Property - Investigation reveals property over-assessed. (Penalty determined not to be due).

	1,600.	800.
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Texan Drive Inn, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1949 Rec. #185646)	2,150.	1,850.
(1950 " #131611)	2,050.	1,660.
(1951 " #138115)	2,050.	1,490.
(1952 " Acct 13887)	2,050.	1,340.

Texas Life Insurance Co. 1953 Rec. Acct. #13910, Personal Property - Investigation reveals business was liquidated in December, 1952. Erroneous assessment.

	300.	None
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Monroe & Corinne Thompson, Rec. No. (various, listed below) S. 56.3' of N. 112.2' of 15 & 16, or Red 13 & 14, Blk. 8, NEB 2229 - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).

(1941 Rec. # 57567)	940.	870.
(1942 " # 55506)	940.	870.
(1943 " # 58080)	940.	870.

(1945 Rec. # 79105)	940.	830.
(1946 " # 85616)	940.	830.
(1947 " # 93549)	1,250.	1,030.
(1948 " # 98884)	1,250.	1,030.
(1949 " # 28317)	1,250.	1,030.
(1950 " # 28323)	1,250.	1,030.
(1952 " Code 5000)	1,250.	1,030.

The Trailmobile Co. 1951 Rec. #138129, Personal Property - Investigation reveals property value is Over-assessed. (Penalty determined not to be due) 65,450. 37,750.

Chas. H. Winterborne, 1950 Rec. #43906, Lot 17, Blk. 47, NCB 3315 - Investigation reveals taxpayer tendered payment of his taxes and check was returned to him with note attached, by the Assessor & Collector's Office. (Penalty and interest determined not to be due). 2,840. 2,840.

J. R. Witt, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).  
 (1946 Rec. # 88315) 150. 90.  
 (1949 " #130354) 160. 90.  
 (1950 " #130747) 160. 90.  
 (1951 " #137277) 160. 90.  
 (1952 " Acct 14891) 160. 90.

H. H. Wood, Rec. No. (various, listed below) Personal Property - Investigation reveals property over-assessed for years involved. (Penalty determined not to be due).  
 (1937 Rec. # 32167) 500. 360.  
 (1938 " # 51689) 500. 360.  
 (1939 " # 52561) 560. 360.  
 (1940 " # 58912) 560. 360.  
 (1941 " # 60065) 560. 360.  
 (1942 " # 58124) 560. 360.  
 (1943 " # 60723) 450. 360.  
 (1944 " # 64219) 450. 360.  
 (1945 " # 81952) 1,500. 360.  
 (1946 " # 88442) 1,500. 330.  
 (1947 " # 34098) 1,000. 360.  
 (1948 " #102348) 1,000. 360.  
 (1949 " #130400) 1,000. 360.  
 (1950 " #130781) 1,000. 360.  
 (1951 " #137310) 1,000. 360.

R. E Young Co., Inc., 1947 Rec. #34382, Personal Property - Investigation reveals valuation is excessive. Over-assessed. (Penalty determined not to be due). 4,080. 1,800.

Zepeda's Radio Service, 1952 Rec. Acct #15042, Personal Property - Investigation reveals valuation is excessive. Over-assessed. (Penalty determined not to be due). 1,600. 1,200.

Passed and approved, this the 15 day of July, A. D. 1954.

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

JUL 15 1954

/s/ R. L. Lester  
Mayor

*J. Frank Gallagher*  
CITY CLERK

ATTEST:  
J. Frank Gallagher  
City Clerk.

A RESOLUTION

AUTHORIZING AND DIRECTING THE ASSESSOR AND COLLECTOR OF TAXES TO ENTER UPON THE TAX ROLLS OF THE CITY OF SAN ANTONIO CORRECTIONS, ADJUSTMENTS, AND REMISSIONS OF TAXES IN CASES WHEREIN TAX ERRORS HAVE BEEN FOUND UPON THE TAX ROLLS, AND AUTHORIZING THE CITY ATTORNEY TO TAKE LEGAL ACTION FOR COLLECTION OF TAXES WHERE NECESSARY.

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WHEREAS, the City Manager, or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative; acting jointly as a Board of Review, have thoroughly investigated certain alleged errors in the Tax Rolls of said City of San Antonio, and it further appearing to the satisfaction of said officers of the City, that certain errors do exist in the Tax Rolls, and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board of Review has recommended certain corrections, and it being the opinion of the City Council acting under Article 726a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved.

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

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

<u>Name, Receipt No. Desc. of Prop. &amp; Reason</u>	<u>Value On Roll</u>	<u>Corrected Value</u>
Armando & Lydia J. Acosta, 1953 Rec. Code 4950, N. 35' of 10, S. Pt. of 10 in Annex, NCB 8135, Investigation reveals above property is a vacant lot and improvements charged in error.	2,350.	20.
Harry Adams, 1953 Rec. Code 9600, Lot 16, Blk. 31, NCB 628 - Investigation reveals property has been charged with 2 houses where there is only 1 house. Improvement Value of \$1990 charged in error.	3,630.	1,640.
Edwin E. Aldridge, 1953 Rec. Code 9650, Tr. K. & M. (1.20 ac.) Blk. 13, NCB 10413 - Investigation reveals part of Tr. M, is double assessed in error.	6,930.	5,230.
Albert & Lottie Allerkamp, 1953 Rec. Code 2750, Lot 12, Blk. 31, NCB 6663 - Investigation reveals error in calculating.	6,050.	3,870.
Mrs. Mabel M. Alsobrook, 1953 Rec. Code 9000, W. 47' of O A36, NCB 6522 - Investigation reveals Board of Equalization reduced improvement classification from Class 7 to 7 Minus. Through error, adjustment was not carried through to show on tax statement.	3,390.	3,240.

James M. Anderson, 1953 Rec. Code 1500, Lot 2, Blk. 2, NCB 6581-Board of Equalization reduced taxable value by \$1410.	21210.	19800.
Adolph Ben Barkmeyer, Rec.-1953, Code 3000, Lot Tr. 1, 2 & 3, -58.80 Ac., NCB 10241- Investigation reveals improvements on wrong property.	70450.	29370.
Thurman Barrett, 1953 Rec. Code 2000, Lots 3 & 4, Blk. 5, NCB 6772- Investigation reveals lots are vacant.	4500.	1220.
Gus Bertetti, 1953 Rec. Code 3440, Lot 10 or Red 14, Blk. 6, NCB 277- Investigation reveals improvements charged to this lot in error.	18050.	3270.
Gus Bertetti, 1953 Rec. Code 3600, Lot 11 or Red 15, Blk. 6, NCB 277- Investigation reveals improvements charged to this lot in error.	4620.	2230.
Billy Mitchell Village Inc., 1953 Rec. Code 8000, Lots 3-22, Incl.-NCB 7530 (D-A) Investigation reveals error in calculating.	3899590.	3846870.
W. T. Eivens, 1953 Rec. Code 300, Lot 4 & W21.38' of 3, Blk. 32, NCB 1934- Investigation reveals extra bath charged in error.	5390.	5110.
Mary A. Blacknall, 1953 Rec. Code 8400, Lot 15, Blk. 2, NCB 737- Investigation reveals Board of Equalization reduced front footage of land from \$100. per front foot to \$50.	7120.	5400.
Bonnet Blus Investment Co., 1953 Rec. also 1946-1948-1949-1950-1951-1952 Rec. Code 7000, Lot A1-A2, Blk. 1, NCB 6480- Investigation reveals the City of San Antonio bought this property in 1947 and should be tax exempt.		
1946 Rec. #2594-----	2180	None
1948 Rec. #67369-----	1730	None
1949 Rec. #62684-----	1730	None
1950 Rec. #62618-----	1730	None
1951 Rec. #64372-----	1730	None
1952 Code 7000-----	1730	None
1953 Code 7000-----	3090	None

Arthur D. & Louise H. Born, 1953 Rec. Code 500, Lot 2, Blk. 10, NCB 2948- Investigation reveals only partial improvement value of \$1540 for 1953 be charged.	8280	1730
Geo. H. Brown, 1953 Rec. Code 6930, Lot Pt of A10, ARB A1, now known as RZ (2.43 Ac.) CB N $\frac{1}{2}$ of A20- Investigation reveals error in original calculations.	47670	35250
<del>George H. Brown, 1953 Rec. Code 6930, Lot Pt of A10, ARB A1, now known as RZ (2.43 Ac.) CB N<math>\frac{1}{2}</math> of A20- Investigation reveals error in original calculations.</del>	<del>47670</del>	<del>35250</del>
J. H. & Forrestine Brown, 1952 Rec. Code 9190, NCB 9484- Investigation reveals house charged in error. Lot was vacant until 1953. (E. 50 ft of 795)	1680	120
Eula C. Browne, 1953, Rec. Code 2500, Lot S 1/2 of 57.3' of W. 35.8' of 2, Blk. 5, NCB 933- Investigation reveals improvements charged in error. This lot is vacant. Improvement value of \$1760. should be cancelled.	1810.	50.
J. L. & Rose L. Burk, 1953 Rec. Code 4800, Lot 15, Blk. 1, NCB 6679- Investigation reveals this lot is vacant. The improvements are double assessed, therefore there should be no charge for improvements on this lot.	2340	1140
Willet H. & Corene E. Burris, 1953, Rec. Code 6000, Lot 105, Blk. 7, NCB 11100- Investigation reveals error in land calculation.	2940.	290.
Busby, The Builder, 1953, Rec. Code 1600, Lot 8, Blk. 9, NCB 11865- Investigation reveals there is no such lot.	1900	None
Orville Campbells, 1953, Rec. Code 6000, Lot E104.35' of 15, NCB 12102- Investigation reveals house 50% completed by 6/1/53; therefore, a \$1740. adjustment should be made.	3910	2170
R. B. Carssow, 1953, Rec. Code 600, Lot 3, Blk. 10, NCB 2021- Investigation reveals adjustment on land per front foot made-reduced to \$75. by Board of Equalization.	7500	6750
Gene A. & Lee S. Carter, 1951-1952, -1951 Rec. #102450; 1952-Code 3000, Lot W50' of N $\frac{1}{2}$ of 21 or 21 B, NCB 7903- Investigation reveals building permit was written for and charged to this lot in error; therefore, this lot is vacant.	1951----1130 1952----1130	120 120
Citizen's State Bank as agent for its Shareholders, 1953, Rec. Code 6400, Lot 20, NCB 101- Investigation reveals error in posting; 25% depreciation on land by Board of Equalization.	22030	20820
Jack Casper, 1953, Rec. Code 110, Lot 18, NCB 9080- Investigation reveals error in calculation of land. \$2690. reduction was made.	8760	6070
Celestiona Contreras, 1953, Rec. Code 4000, Lots 19-20-21, NCB 8018- Investigation reveals this lots are vacant. There should be no improvement value charge.	1400	150
Natalie P. Cortez, 1953, Rec. Code 2400, Lot S50' of W5' of 10 Arb A7, Blk. 3, NCB 132- Investigation reveals error in calculation of land and the value was posted to the wrong lot.	13490	1080
James J. & Suzanne F. Crump, et al, 1953 Rec. Code 1760, Lot S75.6' of A3, Arb. A22, NCB 1720, - Investigation reveals land unit foot reduced by Board of Equalization, but was not changed on the assessment book.	3880	3690
Joseph F. & Olive L. Dean, 1953, Rec. Code 7270, Lot 37, Blk. 5, NCB 7017- Investigation reveals land was calculated in error. The 1953 taxes have been paid; therefore, a refund should be made.	1000	500
Joseph F. & Olive L. Dean, 1953, Rec. Code 7360, Lot 38, Blk. 5, NCB 7017- Investigation reveals land calculations in error. The 1953 taxes have been paid; therefore, a refund should be made.	1000	500

George W. Delavan, Sr, 1953, Rec. Code 600, Lot Tr. 7, NCB 11636-Investigation reveals this is a double assessment.	14150	None
George W. Delavan, Sr, 1953, Rec. Codes 600-1200-1800-2400-3000-3600-4200-4800-5400-6000-6600-7200-7800-8400-9000-, Lots 1 thru 15, Blk. 58, NCB 10567-Investigation reveals double assessment, since the plat on this lots was not a.k.'d until June 1, 1953.	10910	None
Decidora De Leon, 1953, Rec. Code 4500, Lot 6, Blk. 5, NCB 2652- Investigation reveals this lot is vacant. There should be no charge in improvements value.	380	120
Charles E. Doyle, 1953, Rec. Code 5000, Lot 14, NCB 12102-Investigation reveals the improvements on this lot charged as a completed house are only 60% completed as of 5/25/54.	4870	1720
Joseph B. Eng. Gdn. 1953, Rec. Code 2150, Lot 15, Blk. 2, NCB 137- Investigation reveals calculations in error on building area. Total value reduces taxable improvement value.	47310	6060.
Jerome & Margaret Epstein, Admin, Est. of Meyer Epstein, Dec'd., 1950 Rec. #70117, 1951 Rec. # 71976, 1952 Code 3300, Lots 11,12, NCB 6917- Investigation reveals improvement was charged in error to this lots. This is a duplicate posting as it was also added to the lots where it belongs.	1950-- 1710	1090
	1951-- 1710	1090
	1952-- 1710	1090
Marshall Eskridge, Rec. Code 4400,-1953- Lots 2 & 3, NCB 155- Investigation reveals this lot is vacant. The improvements were charged in error.	20750	16810
A. C. Fabris, 1953, Rec. Code 700, Lots 6-7, NCB 8951, Investigation reveals this lots are vacant. The improvements should be cancelled as it is a double assessment.	1340	210
C, W, Fenstermaker, Rec. Code 4680, Lot 19, Blk. 2, NCB 8086- Investigation reveals lot is vacant. Improvements charged in error.	1953-- 1130	100
Fidelity Defense Housing Co., 1953, Rec. Code 7800, Lot 39, Blk. 8, NCB 10860- Investigation reveals this lot does not exist, according to the plat.	460	None
Finningan Hide Co., Inc., 1953, Rec. Code 1000, Lot W Irr 133.9' of A1, Blk. 106, NCB 234, Investigation reveals double assessment on part of the improvements.	20060	17790
E. P. Fisher, 1953, Rec. Code 7500, Lot 1 Tr. So. of Ralph St & Known as 884.6' of A13 (Impts. only) NCB A18- Investigation reveals correction was made to conform with the blue card on the improvements.	6870	6410
LENA FRANKLIN, 1953, Rec. Code 1000, Lot 20, Blk. 17, NCB 7083- Investigation reveals land calculations in error.	7540	6450
Beatrice Earl Gage, 1953, Rec. Code 5000, Lot Und 1/2 Int in 19, Blk. 16, NCB 2025- Investigation reveals this lot was charged with 100% value when the value should have been based on undivided 1/2 interest of the same.	3640	1820
Jimmie L. & Mollie G. Granato, 1953, Rec. Code 1400, Lots 267-268, NCB 6185- Investigation reveals the improvements were charged as a completed structure in error. It was only 80% completed, -as of 6/1/53; therefore, an adjustment should be made.	4300	3780
Juan Guerrero, 1953, Rec. Code 2160, Lot W 64.5' of 21-22, NCB 8654- Investigation reveals three houses were charged to this lot, but there is only one house on it. (Blk. 31)	2190	880
Earl Gutherie, 1953, Rec. Code 2000, Lots 5-6, Blk. 1, NCB 2560- Investigation reveals 1-story building was calculated as a 2-story building. Correction was made.	8450	7770
Miguel & Mary Gutierrez, 1953, Rec. Code 8500, Lot N80' of 21-22, Blk. 24, NCB 3927- Investigation reveals this lot is vacant.	2000	160

Hugo & Lillie Hahn, 1953, Rec. Code 7200, Lot E. Irr 250' of W310' of S188' of 11, NCB 10319- Investigation reveals there was a double assessment on the improvements as they were charged in regular city and also charged in de-annex area. 2730 1150

Ernest L. Halle, 1953, Rec. Code 2600, Lots 27-28-29, Blk. 4, NCB 9008- Investigation reveals a reduction of the improvement valuation was made due to the fact that calculations were in error. 7330 6810

Herschell H. & Arite K. Hampton, 1953, Rec. Code 4400, Lot E<sub>2</sub> of 251, NCB 7846- Investigation reveals the improvements on red card were charged in error to wrong to wrong property. It has been supplemented. 6110 4150

Gleason L. & Beatrice L. Harris, 1953, Rec. Code 1750, Lot S140' of 176 Exc NW Tri 38', Blk. H NCB 8360- Investigation reveals the owner was charged with more area than he actually owns. 5930 5480

L. W. Hastings, 1953, Rec. Code 7000, Lot 16 & W67.9' of 15, NCB 12102- Investigation reveals improvements approximately 50% completed 6/1/54; therefore, an adjustment should be made. 4710 2820

T. D. Henby, 1953, Rec. Code 4000, Lot 2, NCB 170- Investigation reveals an error in percentage good; therefore, the Board of Equalization changed from 60% to 50%, but the transaction did not reflect on the book. 16070 15170

M. G. Hertel, 1953, Rec. Code 7600, Lot 23, Blk. 23, NCB 3428 Investigation reveals Board of Equalization reduced percentage good from 65% to 60% on the improvements, but the adjustment did not show on the books. 2940 2750

O. G. Hinshaw, 1953, Rec. Code 3100, Lot 38, Blk. 18, NCB 7940- Investigation reveals this lot is vacant. The improvements are double assessed. 970 100

Colglazier & Hoff, Inc. 1953, Rec. Code 800, Lot W249.7' of 25, 2.016 Acres, Arb. 43, NCB A42- Investigation reveals this lot is vacant and should be so charged. Improvements charged in error. 5950 4020

Robert E. & Frances J. Hogan, 1953, Rec. Code 7200, Lot 106, Blk. 7, NCB 11100- Investigation reveals error in calculation of land per front footage. Should have been \$3.96 instead of \$39.51 per front foot. 3100 450

Joe H. Horn (E. W. Huth-Assessed in error.) 1953, Rec. Code 1600, Lot G(1 Ac) NCB 11693- Investigation reveals the property as described does not exist; it is included in Codes 600-1000-1400, and tax paid by Mr. Horn for 1953; therefore, the assessment is in error. 3310 None

Agnes Horvath, 1953, Rec. Code 4040, Lot 31 Exc E 5' of S150', Blk. 32, NCB 3692- Investigation reveals this lot is vacant. The improvement charged is a double assessment. 1890 460

Albert Horvath, 1953, Rec. Code 4100, Lot E5' of S150' of 31 & W45' of S150' of 32, Blk. 32, NCB 3692- Investigation reveals the improvements were over assessed as a re-appraisal set the classification at 5/ instead of 6/. There was also a correction of the building. 2280 1800

~~REPORT HORVATH, 1953, RECD CODE 4100, LOT E5' OF S150' OF 31 & W45' OF S150' OF 32~~

Sam Jacobs, 1953, Rec. Code 8500, Lot 386.67' of 22-23, Blk. 18, NCB 1458- Investigation reveals the house valued \$900. located at 213 Polaris was double assessed for 1953. It should be cancelled on Code 8500. 3360 2460

Paul & Betty B. James, 1953, Rec. Code 1500, Lot 5, Blk. 21, NCB 6654- Investigation reveals improvements over-assessed. An erroneous figure was charged to improvements. This value is per blue cards. 5010 4540

Estelle E. Jefferson, 1953, Rec. Code 1800, Lot W. 19, 52' of 10, Blk. 2, NCB 2074- Investigation reveals improvements double assessed; therefore, the 1350. improvement is cancelled. 3280 1930

J. J. & Irma M. Jewell, 1953, Rec. Code 1000, Lot 1, Blk. 16A, NCB 10442- Investigation reveals double assessment. It should be cancelled from new annex area.	1530	None
E. S. Johnson, 1953, Rec. Code 2800, Lot 221, Blk. 2, NCB 10131- Investigation reveals this lot is vacant. Improvements charged to this lot in error.	3860	470
E. S. Johnson, 1953, Rec. Code 8400, Lot 126, Blk. 3, NCB 10132- Investigation reveals only 1 garage on lot; therefore, one improvement charged in error.	920	660
E. S. Johnson, 1953, Rec. Code 9800, Lot 218, Blk. 3, NCB 10132- Investigation reveals lot is vacant. No improvements should be charged.	710	550
L. F. Jonas, Rec. Code 2500 for 1953, Lot N of Blk. 8, NCB 8575- Investigation reveals improvements being cancelled charged on wrong property and has been supplemented. Value of improvements for this lot is \$3590.	7720	5710
<del>John E. &amp; Elsie E. Jett, 1953, Rec. Code 1600, Lot 32, NCB 554- Investigation reveals the completed improvements value is in error as only foundation</del>	<del>1990</del>	<del>1990</del>
A. W. Justrow, 1953, Rec. Code 4000, Lot B-14 Ac. NCB 10844- Investigation reveals this parcel of land was figured as 14 Acres, where it should be only 12.078 Acres.	6790	6150
P. L. Keck, 1953, Rec. Code 4000, Lots 2 to 7, Blk. 40, NCB 9450- Investigation reveals failure to credit this property of a 25% depreciation made by the Board of Equalization. Depreciation on the land.	2430	1820
Otis V. Kellan, 1953, Rec. Code 9600, Lot E Pt of Blk. 28, NCB 10428- Investigation reveals triplicate assessment. Correct assessment on Code 2500, NCB 9040.	14030	None
Earl Kelly, 1953, Rec. Code 450, Lot S Irr 105.34' of 5-6, Blk 35, NCB 8073- Investigation reveals this property is vacant. All improvements sold to the City and wrecked prior to 6/1/53.	1700	190
William C. King, 1953, Rec. Code 4800, Lot 29, Blk. 26, NCB 8082 (New Annex)- Investigation reveals this lot was vacant until June 13, 1953 when building was started. It should not have been charged as a completed house.	2870	400
William C. King, 1953, Rec. Code 1800, Lot 14, Blk. 27, NCB 8083- Investigation reveals building incomplete 6/1/53. The corrected partial value is based on \$1000. spent.	3060	1000
W. A. Kolterman, 1952, Rec. Code 600, Lot S180.5' of W71.4' of B, Blk. 2, NCB 7831- Investigation reveals two houses were charged in 1952. One house was removed prior to 6/1/52, reducing improvement value.	2460	2220
Waymone & Sarah Lawson, 1953, Rec. Code 4250, Lot 6, Blk. H., NCB 647- Investigation reveals the area of the garage was calculated in error and the unit was also reduced; therefore, a reduction was made in improvement value.	2000	1910
Sam B. Lifshutz, 1953, Rec. Code 500, Lot Tri C, Blk. 90, NCB 3682- Investigation reveals double assessment on improvements and should be cancelled.	1440	260
Ike Meader & Moselle Mann, 1953, Rec. Code 1600, Lot 11, Blk. 9, NCB 9269- Investigation reveals lot is vacant. The improvements charged to this lot belong on another lot and have been supplemented on same.	410	120
Ike Meader & Moselle Mann, 1953, Rec. Code 150, Lot 2, Blk. 14, NCB 9274- Investigation reveals improvements over assessed- were charged at 75% completed and should have been 40% complete. When lots 2 to 12 were separated the land value for all lots was left on Lot 2; therefore, there is also a reduction on the land for this lot.	1050	360
Trinidad B. Manriquez, 1953, Rec. Code 5250, Lot N210' of 84 & 85 & E80' of S125' of 85, NCB 8238- Investigation reveals improvements on 2 red cards charged in error to this lot; therefore, should be cancelled.	1520	820

Frances Maupin, 1953, Rec. Code 7000, Lot 15, Blk. 326, NCB 9404- Investigation reveals this lot is vacant; therefore, no improvements should be charged. 650 210

J. D. McIver, 1953, Rec. Code 200, Lot 2 out of Tr. B (Impts) NCB A14- Investigation reveals improvements charged to wrong property; improvements should be cancelled from this lot. Improvements have been supplemented on proper lot for 1953. 10890 5850

J. D. McIver, 1953, Rec. Code 8500, Lot 4 (Impts. only) Arb. B, NCB A14- Investigation reveals this building does not exist and must be cancelled. 28450 None

Midcap Realty Co., Rec. Code 5600, Lot E146.2' of Cir 10 or Red 11 & E145' of Cir 9 Exc N20", ARB A1, NCB 172- Investigation reveals this parcel of land was figured as 146.3' frontage; it is only 76.7' frontage according to plot filed. 49820 30950

Ura J. Miller, 1953, Rec. Code 6200, Lot 8, Blk. 18, NCB 2068- Investigation reveals double assessment. Improvement charged in error when separation was made; therefore, it should be cancelled on this lot. 4890 3280

Issac Mitchell, 1952, Rec. Code 3300, Lot 17, Blk. 1, NCB 2126- Investigation reveals this lot is vacant; The building permit was written and posted to lot 17 in error when it should have been charged to Lots 18-19. 1260 120

Henry & Olga Mooney, 1953, Rec. Code 2000, Lot 10, Blk. 4, NCB 6159- Investigation reveals this house was not started until 10/8/53. It should not be put on the roll until 1954. 2820 160

G. R. & La Verne Morgan, 1953, Rec. Code 1200, Lot 4, Blk. 6, NCB 9835- Investigation reveals error in posting. The improvement was calculated as \$9950. instead of \$4950. 6500 3500

Elmer & Ruby May Heitzel, 1953, Rec. Code 8400, NCB 11100, Lot 107, Blk. 7- Investigation reveals error in calculation of front footage. It should have been \$3.96 per front foot instead of \$39.51 per front foot. 6090 3380

Mrs. Lora Nell, 1953, Rec. Code 4000, Lot 11, NCB 6714, - Investigation reveals improvements over-assessed. The assessment was not corrected when the Board of Equalization made a reduction on the percentage good of 70% to 60% good on the house and from 70% to 30% on the garage. 2420 1960

Mrs. Lora Nell, 1953, Rec. Code 5000, Lots 12-13, NCB 6714, - Investigation reveals the improvements over assessed as a reduction on percentage good on improvements approved by Board of Equalization was not corrected on assessment sheet. 1460 1350

T. T. Pendley, 1953, Rec. Code 8150, Lot 9, Blk. 6, NCB 1694- Investigation reveals this lot is vacant. This lot was charged in error with the improvements-being cancelled as to the value-have been supplemented on correct lots. 4600 250

W. L. Pirkle, 1953, Lot 7, Blk. 44, NCB 9328, Rec. Code 3000- Investigation reveals improvements were charged as a completed job when it should have been charged as 50% completed. As of 5/13/54 it is still 50% completed. 3510 1990

Vincent & Estelle Powers, 1953, Rec. Code 4000, Lot 4 (1.67 Ac) Blk. 4, NCB 7842- Investigation reveals was figured on a front foot unit of \$12. When it should have been figured on the basis of \$500. per acre. It has no street frontage or other outlet. 2440 500.

Pedro & Estela Ramirez, 1953, Rec. Code 300, Lot E18.8' of N124.2' of 4 & W22.2' of N124.2' of 5, Blk. 31, NCB 8114- Investigation reveals this lot is vacant. Improvements charged to this lot have supplemented to right lot. 1420 190

Daniel A. & Lydia Rangel, 1953, Rec. Code 4300, Lot E225' of 13, Blk. 9, NCB 8992- Investigation reveals this lot is vacant; therefore, the improvement value should be cancelled. 1760 600

J. M. Redmon, 1953, Rec. Code 500, Lot 1, Blk. 139, NCB 8814- Investigation reveals land unit lowered from \$40. to \$30. by the Board of Equalization, but was not changed on the assessment sheet. 3760 2680

Chas W. & Prudence Reese, 1953, Rec. Code 1500, Lot E100' of 5 & W19' of 6, Blk. 6, NCB 8105- Investigation reveals assessment office maps in error. Lot 5 is only 84' wide. The rest of lot 5 is on another assessment, as this lot description should read E51.5' of 5 & W19' of 6.	5860	5200
Pedro Reyes, 1953, Rec. Code 2520, Lot 26, Blk. 2 NCB 8540- Investigation reveals double assessment. It has been assessed on Lot 27-28 also; therefore, it is being cancelled from this lot.	1080	80
J. C. RICE, 1953, Rec. Code 9350, Lot 109, Blk. 36, NCB 3695- Investigation reveals this lot is vacant. Improvements supplemented on right lot.	930	160
Henry Richter, 1953, Rec. Code 900, Lot Red 9 Exc N 9.7' ARB A7, NCB 920- Investigation reveals improvements have been charged this lot in error. The improvements have been cancelled and supplemented on correct lot.	2340	530
Henry Richter, 1953, Rec. Code 5000, Lots 27-28, Blk. 22, NCB 300- Investigation reveals error in the calculation of the area of the asphalt. This reduces the improvement value.	7640	4370
T. J. Ridgeway, (Willie S. & Petra S. Trevino) 1953, Rec. Code 2200, Lot S $\frac{1}{2}$ of 4, Blk. 13, NCB 7615- Investigation reveals improvements double assessed. This parcel of land is vacant.	2230	280
Fred Riley, 1953, Rec. Code 3000, Lot E62.5' of N100 & S50 of N150 of 4, Blk 12, NCB 9347- Investigation reveals improvements assessed on wrong property. This lot is vacant.	1850	400
Laura Louise Ripps, 1953, Rec. Code 1800, Lot S Irr 481.2' of A2, NCB A36- Investigation reveals land over-assessed. Correct acreage is 7.992 Ac. instead of 12.7 Ac.	17500	11850
Robert A. & Eliza Diaz Ripps, 1953, Rec. Code 6000, Lot 5, Arb. A5, Blk. 8, NCB 2816, -Investigation reveals buildings belonging to lots 1 to 8 were charged in error to Lot 5. It has correctly supplemented.	13190	3040
Arcadia & Cruz M. Ruiz, 1953, Rec. Code 4000, Lot 8, Blk. 20, NCB 7419- Investigation reveals this lot is vacant. Improvements have been supplemented on the right lot.	880	80
Manuel & Leontine Saaveda, 1953, Rec. Code 3100, Lot 42, Blk. A, NCB 3242- Investigation reveals the wrong unit was applied in calculating the value of the improvements. Thus, a reduction was made.	7570	930
Porfirio Jr. & Jesusa C. Salas, 1953, Rec. Code 7500, Lots 21-22, Blk. 115, NCB 8042- Investigation reveals lots are vacant. Improvements were posted in error to this lots.	1130	130
A. E. Sanders, 1953, Rec. Code 1200, Lot 101, Blk. 7, NCB 11100- Investigation reveals land calculations in error. Should have been \$3.96 per front foot instead of \$39.51 per front foot.	2960	310
A. E. Sanders, 1953, Rec. Code 2400, Lot 102, Blk. 7, NCB 11100- Investigation reveals error in calculation of land. Should have been \$3.96 per front foot instead of \$39.51.	2940	290
A. E. Sanders, 1953, Rec. Code 3600, Lot 103, Blk. 7, NCB 11100- Investigation reveals error in calculation. Should have been \$3.96 per front foot instead of \$39.51 per front foot.	2940	290
A. E. Sanders, 1953, Rec. Code 4800, Lot 104, Blk. 7, NCB 11100- Investigation reveals error in calculation of land. Should have been \$3.96 per front foot instead of \$39.51 per front foot.	3230	580
Louis Schneidermeyer, 1953, Rec. Code 7500, Lot S $\frac{1}{2}$ of 35, Blk. 5, NCB 8639- Investigation reveals this lot is vacant. Improvements charged in error and should be cancelled.	1210	110
William Seipel Trustee, 1953, Rec. Code 2000, Lot E39.9' of N63' of 18 & W44' of 18, E57.2' of 19 Arb A18, NCB 165- Investigation reveals error in calculation of land. Improvements were also calculated in error and are being supplemented for 1953.	16540	10060
C. E. & Minnie L. Shurley, 1953, Rec. Code 2500, Lot N107.4' of 3 & N105.2' of 4, NCB 1369- Investigation reveals 10% reduction by Board of Equalization was not shown on books.	5070	4400

Southland Mortgage Co., 1953, Rec. Codes-  
500-1000-1500-2000-2500-3000-3500-4000-4500-5000-5500-6000-  
6500-7000-7500-8000-8500-9000, Lots 1 thru 18, NCB 10819  
(De-Annex) Bellaire # A6, - Investigation reveals  
this NCB charged in error to new annexed area,  
as it is also assessed in the in De-Annexed area  
where it belongs. 5240 None

Sadie R. Spalding, 1953, Rec. Code 900, Lot 4,  
Blk. 2, NCB 743- Investigation reveals this lot  
is vacant. Improvements should be cancelled  
from this lot as they are correctly charged on  
Lot 5. 2110 940

Claude F. Spang, 1953, Rec. Code 4000, Lot Pt of  
Lot 5, Blk. C, NCB 8711- Investigation reveals  
back unit should have been applied which is \$3.53.  
instead of \$22.36. \$22.36 per front foot should  
be cancelled. 1880 300

Ben, Adolph & John Specia, 1953, Rec. Code 8800,  
Lot 18, Blk. 2, NCB 3027- Investigation reveals  
improvements should be cancelled from this Code  
as they are correctly charged on another lot. 3350 1660

Olga Stafford, 1953, Rec. Code 1700, Lot 16, Blk. 38,  
NCB 8832- Investigation reveals over assessment  
due to the fact that the unit for the buildings was  
reduced, thus a reduction was made. 2420 1470

Albert Steves III, 1953, Rec. Code 4400, Lot E Tri  
Pt of 19, Pt of S.A. I., Blk. 5, NCB 9134- Investi-  
gation reveals land unit reduced by Board of Equali-  
zation, but did not reflect on books. 1040 890

Allen E. Takken, 1953, Rec. Code 9800, Lot Tract  
A, Blk. 28, NCB 10428- Investigation reveals  
triplicate assessment. It should be cancelled on  
this property. 13720 None

Terminal Cafe, 1953, Rec. Code 5000, Lot A6 (Impts  
only) Blk. 7, NCB 748- Investigation reveals  
improvements charged in error and have been  
supplemented on correct lot. 5370 710

R. E. Tilger, 1953, Rec. Code 2850, Lots 15-16-  
17, NCB 8918- Investigation reveals error in  
the improvement calculations, and it is being  
corrected to conform to blue cards. 8590 2160

Anna Maria Tunnell, 1953, Rec. Code 1600, Lot  
Center Irr. Pt of A3(7.61 Acres) or Tr 3, NCB  
A24- Investigation reveals this lot is vacant.  
Improvements charged in error to this lot and  
correct charge is on Code 1800. 3530 1600

Dr. H. E. & Louise R. Turley, 1953, Rec. Code  
8000, Lot 84' of S83.2' of 11 & E Irr 50' of W  
Irr 134' of 12, Arb. NE A14, Blk. 8, NCB 2022-  
Investigation reveals the land unit was reduced and  
recalculated on blue card, but the correction was not  
shown on assessment sheet. 13650 11980

George A. Gage Jr. & Esther M. Turner, 1953, Rec.  
Code 5400, Lot Undiv  $\frac{1}{2}$  Int. in Lot 19, Blk. 16,  
NCB 2025- Investigation reveals the above was charged  
with 100% value where it should have been based on  
undivided  $\frac{1}{2}$  interest in same. 3640 1820

Alex J. Uhl, 1953, Rec. Code 350, Lot E14' of  
N98' of 1 & N98' of 2 & W50' of N98' of 3, Arb  
A2, Blk. 23, NCB 284- Investigation reveals  
calculations in error. Only \$22,160 improvement  
value is taxable instead of 100% value. 219780 35590

Universal Mills, 1953, Rec. Code 4500, Lot (Impts.  
only) NCB A17, - Investigation reveals total suppl-  
mented in error. The full amount was supplemented;  
therefore, the \$2500. regular assessment must be cancelled  
as it is now a double assessment. 2500 None

Jessie Untermeyer, 1953, Rec. Code 2000, Lot 1  
(26 Ac.) NCB 10599- Investigation reveals acreage  
over assessed. 26 Acres assessed, but there are  
only 19.2 Acres. 13680 10820

Charles F. Urschel, Jr., 1953, Rec. Code 4200, Lot  
W474.71' of S55.7' of 31 & W474.71' of N Irr 153'  
of 30 or Cir 1 & Cir 2, NCB A52- Investigation reveals  
tennis court charged in error as it outside city limits. 57920 56280

Mateo & Calistra Venezuela, 1953, Rec. Code 4380,  
Lot W $\frac{1}{2}$  of 14, Blk. E NCB 2525- Investigation reveals  
double assessment as they are assessed on another  
lot. 1540 120

B & Elia Vera, 1953, Rec. Code 6200, Lots 16-17-18, Blk. 65, NCB 8047- Investigation reveals improvements double assessed, and are being corrected.	7080	1080
Naomi A. Vickery, 1953, Rec. Code 1500, Lot E. 59.8' of 1 & 5, Arb. Al, Blk. 33, NCB 376- Investigation reveals posting from wrong card. New value conform to values on blue card -Code 1500.	9380	3280
Espiridion G. Villarreal, 1953, Rec. Code 5300, Lot 14, Blk. 20, NCB 7528- Investigation reveals this lot is vacant. Improvements belong to another lot and have been correctly supplemented.	1590	400
Amanda Webb, 1953, Rec. Code 500, Lot 2, NCB 140- Investigation reveals error was made in the calculation of the improvements.	14270	13960
Roe Edward Weslewske, 1953, Rec. Code 1500, Lot Tri 5 Ac. Blk. 3, NCB 8184- Investigation reveals correct acreage should be 4.37 Ac. instead of 5Ac. as charged.	11490	10920
Westbrook Carburetor Electrical Co., 1953, Rec. Code 8700, Lot Red 2 & Red 3 Impts. only, NCB 173- Investigation reveals \$270. improvement is correct. \$9540. improvement value should be cancelled as impts. only on this lots, Red 2 & 3.	9810	270
Ida B. Inman & Artie M. White, 1953, Rec. Code 3600, Lot 13 Exc E 4' of N60' of Blk. 173, NCB 8818- Investigation reveals improvements calculated in error. \$580. adjustment due.	2130	1550
Roger H. Jr. & Frances White, 1953, Rec. Code 800, Lot 2, Blk. 23, NCB 10423- Investigation reveals error in calculations of house area. Reduction due.	8890	6850
George Williams, 1953, Rec. Code 1200, Lot 2 & E33' of 1, Blk. 19, NCB 8490- Investigation reveals air conditioning charged in error to real property as it is also charged to personal property.	18990	17800
Leroy T. Williams, 1953, Rec. Code 3800, Lot W 448.12' of S100' of 8, Blk. B., NCB 11507- investigation reveals an erroneous assessment. All corrections will be made for 1954.	6480	4900
Nehemiah & Ella Louise Williams-1953, Rec. Code 6900, Lot 23, Blk. 14, NCB 10238- Investigation reveals no improvements value on 6/1/53; therefore, the improvement value charged for 1953 should be cancelled.	4160	490
Kenneth E. Witten, 1953, Rec. Code 9100, Lot 26, Blk. 20, NCB 10420- Investigation reveals building permit was not issued until 6/16/53; therefore, the improvements are not taxable until fiscal year 1954.	7580	1270
Harry H. & Irene M. Woltering, 1953, Rec. Code 2500, Lot 7 & W Irr Pt of 8, Blk. 21, NCB 10068- Investigation reveals house approximately 20% complete 6/1/53. The original charge was based on 50% completion.	9810	5550
Dick Young, 1953, Rec. Code 2000, Lot Middle 1/3 of Lot 13, Blk. 7, NCB 8733- Investigation reveals this lot is vacant. The improvements belong on another lot and should be cancelled from this lot.	1880	390
Alfred Zaccanti, et ux, 1953, Rec. Code 4500, Lot 18, Blk. 14, NCB 10808- Investigation reveals lot vacant 6/1/53; therefore, the improvement value should be cancelled for 1953.	3620	510
H. B. Zachry Properties, 1953, Rec. Codes 1000-2000, Lot 1; All of 12; Lot 13, Blk. 25, NCB 10425 (N-A) Investigation reveals double assessment. This lots are charged in regular city and should be cancelled in new annex area.	17680	None
H. B. Zachry Properties, Inc., 1953, Rec. Codes 1190-3100-3300-Lot 2 & W16' of 3; All of 13; Lot 14, Blk. 16A, NCB 10442- Investigation reveals double assessment. Also assessed in regular city and should be cancelled from new annex area.	4150	None
H. B. Zachry Properties, Inc., 1953, Rec. Codes 2000-3000, Lot 2; W Pt of 13, Blk. 32, NCB 10432- Investigation reveals double assessment. Lots also assessed in regular city and should be cancelled from new annex area.	4250	None
H. B. Zachry Properties, 1953, Rec. Codes 2000-2880-2960- Lot All of Lots 2, 13, & 14, Blk. 24, NCB 10424 (N-A) Investigation reveals double assessment as these lots are also assessed in regular city and should be cancelled in new annex area.	4170	None

H. B. Zachry Properties, Inc. 1953, Rec. Codes  
1900-2000-3000-3100, Lot 1; W Pt of 2; W Pt of  
13; Lot 14, Blk. 31, NCB 10431- Investigation

reveals double assessment as above lots are assessed  
in regular city and should be cancelled in new  
annex area.

12900      None

John Zeller, 1953, Rec. Code 5000, Lot Pt of 8  
(4.35 Ac.) NCB 10577- Investigation reveals im-  
provements charged to wrong property; they should  
have been supplemented on another lot.

2200      1040

John Zeller, 1953, Rec. Code 1500, Lot N. Pt  
1-56.75 Ac.-& N Pt of 1A-2.65 Ac., NCB 10127-  
Investigation reveals improvements double assessed.  
Charged in regular city and also charged in de-  
annex area.

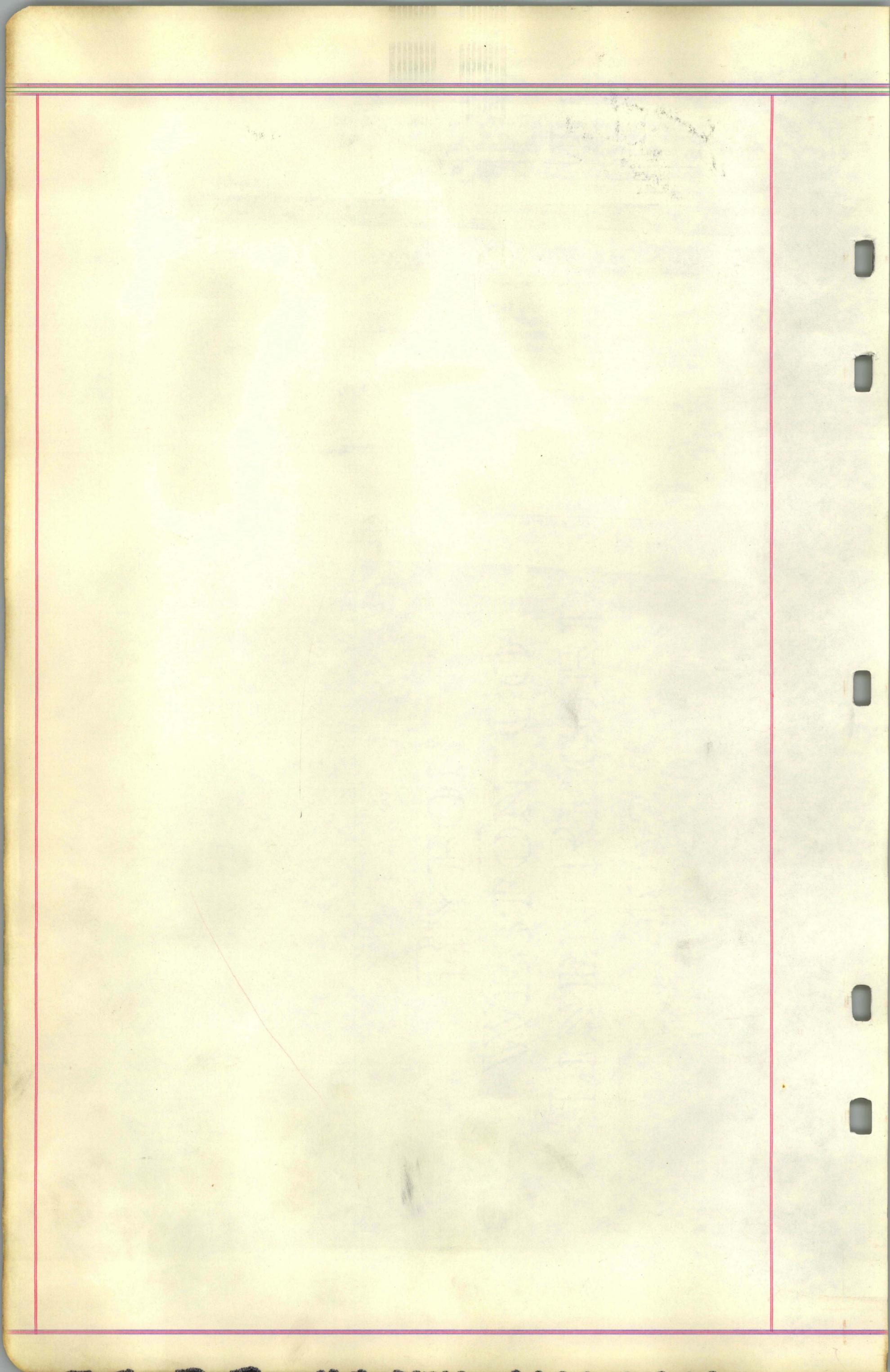
13220      10690

Passed and approved this the 15 day of July, A. D. 1954.

R. L. Lester  
\_\_\_\_\_  
Mayor. Pro-tem

ATTEST:

J. Frank Gallagher  
\_\_\_\_\_  
City Clerk.



*Amended by  
adding locations  
Oct 28, 1954  
Ordinance Page 250*

## AN ORDINANCE 20,397 ✓

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

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

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

NOGALITOS, LUBBOCK AND ROSLYN

ROOSEVELT AND HICKS

PLEASANTON ROAD AND S. FLORES STREET

PROBANDT, HICKS AND BANK

PROBANDT AND SIMPSON

S. PRESA, HICKS AND MAHNCKE COURT

"

BASSE AND SAN PEDRO

PLEASANTON ROAD, SOUTHCROSS, AND TENNESSEE

BABCOCK AND FREDRICKSBURG

SAN PEDRO AND LYNWOOD

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

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,398

APPROPRIATING \$5.00 OUT OF 1953 GENERAL FUND, ACCOUNT NO. 56-02-02, CLAIMS AND REFUNDS, IN REFUND TO BILL DANIEL, OF LIBERTY, TEXAS, OF IMPOUNDING FEE IMPROPERLY COLLECTED.

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

1. That \$5.00 be and the same is appropriated hereby out of the 1953 General Fund-Account No. 56-02-02, Claims and Refunds, in payment of refund to Bill Daniel, of Liberty, Texas, of impounding fee improperly collected on Pontiac station wagon parked in a restricted zone on West Commerce Street on account of lack of gas.

2. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

*Amended  
act 21, 1954 - Ord # 20669  
Ord BK aa Page 345*

## AN ORDINANCE 20,399 ✓

AMENDING CHAPTER 60, SECTION 47, OF THE SAN ANTONIO CITY CODE BY ADDING A NEW PARAGRAPH, DESIGNATED AS SECTION 60-47, PARAGRAPH 11, ENTITLED "SPEED LIMITS OTHER THAN THIRTY (30) MILES PER HOUR", WHICH ESTABLISHES THE REASONABLE, SAFE, AND PRUDENT SPEED LIMITS UPON STREETS WITHIN THE CITY OTHER THAN THIRTY (30) MILES PER HOUR

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

1. That Chapter 60, Section 47, of the San Antonio City Code, be and is hereby amended by adding a new paragraph designated as Paragraph 11, establishing the reasonable safe and prudent speed limits other than thirty (30) miles per hour, which shall be entitled and shall read as follows:

Section 60-47.11 "Speed Limits Other Than Thirty (30) Miles Per Hour.

(a) Whereas, after an engineering and traffic investigation and study by the Traffic Engineer of the Public Works Department of the City, the reasonable, safe and prudent speeds have been found and are hereby declared to be on the following streets as follows:

(b) Probandt Street - between South Alamo Street and Hicks Avenue --  
Forty (40) Miles per hour;

Probandt Street - between Hicks Avenue and Merrick Street --  
Thirty Five (35) miles per hour;

Hicks Avenue - between Probandt Street and South Presa Street --  
Forty (40) miles per hour."

2. This ordinance is cumulative of and in addition to Section 60-47 and shall in no manner affect the validity of said Section 60-47 of the San Antonio City Code which shall remain in full force and effect.

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,400

ACCEPTING THE ATTACHED LOW BIDS OF VARIOUS VENDORS AS LISTED TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH BUILDING MATERIALS FOR GARAGES IN THE AMOUNT OF \$3,115.02

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

1. That the low bids of Alamo Iron Works, All Woods, Ltd., Mansfield Lumber Company, Prassel Lumber Company and the Westbrook Lumber Company, dated July 9, 1954 to furnish the City of San Antonio International Airport with certain items of building materials for construction of garages in the amount of \$3,115.02, be and the same is accepted hereby as follows:

Alamo Iron Works	\$1,288.11
All Woods, Ltd.	52.25
Mansfield Lumber Company	174.15
Prassel Lumber Company	811.25
Westbrook Lumber Company	789.26
	\$ 3,115.02

2. That the low bids of Alamo Iron Works, All Woods, Ltd., Mansfield Lumber Company, Prassel Lumber Company and the Westbrook Lumber are attached hereto and made a part thereof.

3. Payment to be made from 1-01 General Fund, Account No. 12-02-04 in the amount of \$2,004.37, Account No. 12-02-02 in the amount of \$1,110.65.

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

5. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,401

ACCEPTING THE ATTACHED LOW BID OF COKESBURY BOOK STORE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN BOOKS AS PER LIST FOR A TOTAL OF \$1,032.15

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

1. That the low bid of Cokesbury Book Store, 1910 Main Street, Dallas, Texas, dated July 15, 1954, to furnish the City of San Antonio Public Library with certain books as per list attached for a total of \$1,032.15, be and the same is accepted here by.
2. That the low bid of the Cokesbury Book Store is attached hereto and made a part thereof.
3. Payment is to be made from 1-01 General Fund, Public Library Account No. 15-02-00.
4. That all other bids received on this item are hereby rejected.
5. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,402

ACCEPTING A DEED FROM H. E. NICHOLSON AND WIFE, FLORENCE NICHOLSON, CONVEYING TO THE CITY OF SAN ANTONIO 3.77 ACRES OF LAND OUT OF WM. SMALL SURVEY NO. 26, AND MISSION SAN JUAN LANDS AND APPROPRIATING THE SUM OF \$3,016.00 TO PAY FOR SAME

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

1. That the deed from H. E. Nicholson and wife, Florence Nicholson, conveying to the City of San Antonio 3.77 acres out of a 33.11 acre tract in Wm. Small Survey No. 26 and Mission San Juan Lands, deeded to grantors July 30, 1949, shown in deed recorded in Vol. 2711, p. 135, Deed Records of Bexar County, Texas, said land so conveyed by said deed being fully described by metes and bounds in said conveyance to which reference is here made, be and is hereby accepted.
2. That the sum of \$3,016.00 be and is hereby appropriated out of River Authority Flood Control R.O.W. Trust Fund 7-39, payable to Alamo Title Company, to be used in payment of said land so conveyed.
3. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,403

ACCEPTING A DEED FROM MARIANO GUERRERO AND WIFE, POLICARPIA GUERRERO, WHICH CONVEYS TO THE CITY OF SAN ANTONIO 0.53 ACRE OF LAND IN WM. HERBERT SURVEY NO. 150 AND APPROPRIATING THE SUM OF \$730.00 TO PAY FOR SAME

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

1. That the deed from Mariano Guerrero and wife, Policarpia Guerrero, conveying to the City of San Antonio 0.53 acre of land out of Wm. Herbert Survey No. 150, fully described by metes and bounds in said conveyance, be and is hereby accepted.
2. That the sum of \$730.00 be and is hereby appropriated out of River Authority Flood Control R.O.W. Trust Fund 7-39, payable to Alamo Title Company, to be used in payment for said land.
3. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,404

APPROPRIATING \$25.50 OUT OF THE 1953 GENERAL FUND  
ACCOUNT NO. 56-02-02, CLAIMS AND REFUNDS, IN PAYMENT  
TO LLOYD A. DENTON OF REFUND OF BUILDING PERMIT FEE,  
ON BUILDING PERMIT NO. 11,357 UNUSED

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

1. That \$25.50 be and the same is appropriated hereby out of the 1953 General Fund-Account No. 56-02-02, Claims and Refunds, in refund to Lloyd A. Denton of building permit fee on unused Building Permit No. 11,357.

2. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,405

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN  
ORDINANCE ESTABLISHING ZONING REGULATIONS AND  
DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN,  
ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938,  
BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN  
PROPERTY DESCRIBED HEREIN

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

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

Case No. 378:

To re-zone property in the 300 block of West  
Craig Place, from "B" RESIDENCE DISTRICT to  
"E" APARTMENT DISTRICT, being Lots 15 through  
22, Block 1, New City Block 1858

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

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,406

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN  
ORDINANCE ESTABLISHING ZONING REGULATIONS AND  
DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE  
PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3,  
1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING  
OF CERTAIN PROPERTY DESCRIBED HEREIN

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

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

(Case No. 287)

To re-zone property on the south side of Basse Road, between  
Blanco Road and San Pedro Avenue, from "B" RESIDENCE DISTRICT

TO "H" LOCAL RETAIL DISTRICT, as follows:

Lots 1 thru 10	Block 2	New City Block 7252
Lots 1 thru 7	Block 3	New City Block 7239

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

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,407

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

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

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

(Case No. 379)

Lot 28, Block 5, New City Block 3900, on the north side of Baylor Street, between Nogalitos Avenue and Edwards Street, from "B" RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT

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

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,408

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

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

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

(Case No. 380)

All of Block 2, New City Block 10,374, except Lots 13 thru 17, Block 2, New City Block 10,374; from TEMPORARY "A" RESIDENCE DISTRICT to PERMANENT "A" RESIDENCE DISTRICT;

Lots 13 thru 17, Block 2, New City Block 10,374 from TEMPORARY "A" RESIDENCE DISTRICT to PERMANENT "B" RESIDENCE DISTRICT

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

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

4. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

AN ORDINANCE 20,409

AMENDING SUB-SECTION 8 OF SECTION 64-32 OF THE  
SAN ANTONIO CITY CODE, PERTAINING TO ZONING  
REGULATIONS AND AUTHORIZING CERTAIN HOME OCCUPATIONS

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

1. That Sub-Section 8 of Section 64-32 of the San Antonio City Code pertaining to zoning regulations be and the same is hereby amended to hereafter read as follows:

"Uses customarily incident to any of the above uses when situated in the same dwelling, including home occupation professional offices of physicians, surgeons, dentists, optometrists, chiropractors, osteopaths, naturopaths, musicians, artists, insurance agents or brokers, real estate agents, attorneys, accountants, bookkeepers, architects, engineers, seamstress, brokers, physical therapists, telephone secretarial services, and no others; provided that no name plate exceeding one (1) square foot in area, nor bulletin boards nor signs exceeding twelve (12) square feet in area appertaining to the lease, hire or sale of a building or premises, nor advertising sign of any other character be permitted in any residence district."

2. That all other terms and provisions of Chapter 64 of the San Antonio City Code, as amended, shall remain in full force and effect.

3. PASSED AND APPROVED this 22nd day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,410

GRANTING THE WRAMBLING WRECKS ASSOCIATION A PERMIT  
TO CONDUCT A LIMITED FIREWORKS DEMONSTRATION ON THE  
PREMISES OF MISSION STADIUM ON JULY 27, 1954

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

1. That the petition of Wrampling Wrecks Association for a permit to conduct a limited fireworks demonstration at the Mission Stadium or Baseball Park on July 27, 1954 has been considered and said permit is hereby granted.

2. That because of the fact that this demonstration is to be in connection with a charity baseball game and not for personal profit the permit fee is hereby waived.

3. That all fireworks or explosives used in this demonstration shall be inspected before its use.

4. That this permit is granted with the explicit understanding that all installations and detonations shall be made by Military Personnel and with the further understanding that the Fire Chief, the Police Chief, and the Building Inspector have approved of this demonstration.

PASSED AND APPROVED this 26th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,411

ACCEPTING THE BID OF AMERICAN WASTE PAPER COMPANY  
INCORPORATED FOR CITY SALVAGE AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE ATTACHED CONTRACT

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

1. That the bid of American Waste Paper, Inc. in the amount of \$15,360.00 for City salvage is hereby accepted.
2. That the bid of American Waste Paper, Inc is the highest bid submitted.
3. That the City Manager is hereby authorized to execute the attached contract with American Waste Paper, Inc. regarding salvage rights at the City dumps for a period of one year.
4. PASSED AND APPROVED this 28th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,412

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF RICHARD H. CARNAHAN

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

1. That the petition of Richard H. Carnahan, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 508 Morningside, Lot E-10' of 2 W 90' of 3, Block 15, Terrell Hills, Co. Block 5877, and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agree to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,413 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY  
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE  
PETITION OF CUPPLES CORPORATION

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

1. That the petition of Cupples Corporation, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 514 West Academy, Lot 7, Block 3, Spring Gardens Subdivision, County Block 5395 and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City of San Antonio, and no use shall be made which might in any way impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay the City of San Antonio, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-temATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,414 ✓

GRANTING THE PETITION OF THE SAN ANTONIO COUNCIL  
OF CHURCHES FOR EXEMPTION FROM CITY TAXES ON LOT  
5, BLOCK 3, N.C.B. 8708, IN THE CITY OF SAN ANTONIO,  
BEXAR COUNTY, TEXAS

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

1. That the property owned by the San Antonio Council of Churches, and being Lot 5, Block 3, New City Block 8708, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore tax exemption from city taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: As a Parsonage
2. Petition is hereto attached and made a part hereof.

PASSED AND APPROVED on the 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-temATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,415 ✓

GRANTING THE PETITIONS OF MOST REV. ROBERT E. LUCEY ARCHBISHOP, FOR EXEMPTION FROM CITY TAXES ON E. IRR. 85 FT. OF W. 438.91 FT. OF S. 335 FT. OF N. 350 FT. OF 1 OR C, NCB 6075, AND W. 260 FT. OF E. 690.57 FT. OF S. 335 FT. OF N. 350 FT. OF 1 OR D, NCB 6075, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by Most. Rev. Robert E. Lucey, Archbishop, and being E. Irr. 85 feet of W. 438.91 feet of S. 335 feet of N. 350 feet of 1 or C, New City Block 6075, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal years 1952 and 1953, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: As a parking area.

2. That the property owned by Most Rev. Robert E. Lucey, Archbishop, and being the W. 260 feet of E. 690.57 feet of S. 335 feet of N. 350 feet of 1 or D, New City Block 6075, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal year 1953, at which time said property was of an exempt character and not subject to taxation, said assessment is found to be void and should be stricken from the roll. Further, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1954, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: Recreation activities (soft-ball diamond complete)

3. Petitions are hereto attached and made a part hereof.

PASSED AND APPROVED on the 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,416 ✓

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

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

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

CROSS STREET

ASHBY  
BARCLAY  
BARTELL  
BARTELL  
BARTELL  
BARTELL  
BUENA VISTA  
BURNSIDE  
CASTROVILLE  
CAVALIER  
CAVE LANE  
CENTRAL PARK E.  
CENTRAL PARK W.  
CHERRY  
CHERRY  
CLUB DRIVE  
COMMERCE  
CONCHO  
W. CRAIG  
CULEBRA  
DIVISION

STOP SIGN STREET

Belknap  
Merida  
Brightwood  
Calumet  
Ridgehaven  
Tophill  
S. Hamilton  
Kenilworth (east offset)  
McMullen (4-way stop)  
Marian  
Kenilworth  
Bryn Mawr Drive  
Bryn Mawr Drive  
Nevada  
Florida  
Kampmann  
McMullen  
Matamoras  
Navidad  
McMullen  
Rochambeau

DONALDSON	QUILL
DUNNING	Kent
ESSEX	Pine
FAIR	Piedmont
W. FRENCH	N. Navidad
FRESNO	Angeles
GLADSTONE	Rochambeau
GOLIAD ROAD	Palfrey
GREENWICH	Calumet
GREENWICH	Devonshire
GREENWICH	Harmon
GREENWICH	Irvington
GREENWICH	Larchmont (north offset)
GREENWICH	Larchmont (south offset)
GUADALUPE	S. Hamilton
S. HACKBERRY	Alley parallel to and just south of Highland
S. HAMILTON	Durango
HICKS	Gugert
HICKS	Nopal
HIGHWAY 81 S.	Athens
HILDEBRAND	Warner
HOLLYWOOD	Beacon
HOWARD	Elsmere
HOWARD	Huisache
KENILWORTH	Brightwood
KENILWORTH	Calumet
KENILWORTH	Forest Hill
KENILWORTH	LARKWOOD
KENILWORTH	Northridge
KENILWORTH	Nottingham
KENILWORTH	Oakleaf
KENILWORTH	Ridgehaven
KENILWORTH	Robinhood
KENILWORTH	Rockhill
KENILWORTH	Tophill
KENILWORTH	Woodcrest
KENILWORTH	Wyndale
KENTUCKY	Williams
KLAUS	Bartell
LAMANDA	Salem
LARKWOOD	Crandall
MACKEY	Avalon
MAYFIELD	Commercial
MEREDITH	Dickinson
MEREDITH	Manor
MICHIGAN	Agarita
MICHIGAN	Ridgewood
N. MITTMAN	Paso Hondo
MORALES	Picoso
MCDUGAL	Kellis
MCMULLEN	Anderson Road
MCMULLEN	Castroville Road (#-way stop)
N. NEW BRAUNFELS	Calumet
N. NEW Braunfels	Larkwood
N. NEW BRAUNFELS	Northridge
N. NEW BRAUNFELS	Nottingham
N. NEW BRAUNFELS	Oakleaf
N. NEW BRAUNFELS	Ridgehaven
N. NEW BRAUNFELS	Robinhood
N. NEW BRAUNFELS	Sunset Ridge
N. NEW BRAUNFELS	Tophill
N. NEW BRAUNFELS	Woodcrest
S. NEW BRAUNFELS	Hedges
NORTHRIDGE	Bartell
NORTHRIDGE	Greenwich
NOTTINGHAM	Bartell
OAKLEAF	Alexander Road
OAKLEAF	Crandall
PANDA	Saratoga
PALFREY	Pickwell
PANDA	Savannah
PANDA	Storeywood
PANDA	Wayside Drive
PIEDMONT	McKinley
PLEASANTON	Neal
W. POPLAR	N. Hamilton
RITTIMAN	Austin
ROBINHOOD	Bartell
N. SALADO	Leal
SAN PEDRO	Jeanette
SAN PEDRO	Linda
SAN PEDRO	Quincy
SANTA ANNA	Angeles
SANTA MARIA	Bradford
SANTA MARIA	Cincinnati
SANTA PAULA	Wildwood
SAUNDERS	Chupaderas
SUMMIT	Breeden
WARNER	Huisache
WARNER	Mulberry
WARNER	Summit
WAVERLY	Calaveras
WOODLAWN	River Road
WURZBACH	Rittiman

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

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

4. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,417

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

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

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

Case No. 381:

Re-zone one tract, 17.51 acres, Arb A-16, New City Block A20, Mission Road, bounded on the north by City property, on the south and west by San Antonio River and on the east by a City park, from "B" RESIDENCE DISTRICT to "J" COMMERCIAL DISTRICT.

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

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

4. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,418

ACCEPTING THE PROPOSAL OF AND MAKING A CONTRACT WITH BELL-KOTZEBUE COMPANY FOR THE INSTALLATION OF AN AIR CONDITIONER UNIT IN CORPORATION COURT NO. 1 FOR THE SUM OF \$2,298.00

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

1. That the proposal of Bell-Kotzebue Company, dated July 20, 1954, to furnish a Carrier Model 50K8 packaged air conditioner unit complete with all piping, controls, and other work in strict accordance with the specifications, to be installed in Corporation Court No. 1 at a price of \$2,298.00, be and the same is accepted hereby.

2. That said proposal is attached hereto and made a part hereof.

3. That this ordinance makes and manifests a contract by and between the City of San Antonio and Bell-Kotzebue Company to furnish and install the above described air conditioner in Corporation Court No. 1 in accordance with the detailed specifications pertaining thereto and which are made a part hereof.

4. That the Director of Finance is hereby authorized to pay Bell-Kotzebue Company the sum of \$2,298.00 upon the submission of written estimates to be approved by H. R. Gilsdorf, Heating, Refrigeration and Air Conditioning Division, Department of Planning; said sum to be paid out of the 1953 General Fund - Corporation Court Account.#04-01-05.

5. PASSED AND APPROVED AND EXECUTED this 29th day of July A. D. 1954.

ATTEST:  
J. Frank Gallagher, City Clerk

R. L. Lester  
Mayor Pro-tem

6. The above contract accepted in all things and executed this 3rd day of August A. D. 1954.

BELL-KOTZEBUE COMPANY  
By R. W. Kotzebue, Partner

AN ORDINANCE 20,419

ACCEPTING THE BID OF AMERICAN STEEL CO. FOR CONSTRUCTION OF CERTAIN PORTIONS OF A DOG KENNEL FOR THE CITY OF SAN ANTONIO FOR THE SUM OF \$9,547.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR

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

1. That the proposal of the American Steel Co., a partnership, dated July 16, 1954, for the construction of certain portions of a dog kennel to be located in Brackenridge Park at a total price of \$9,547.00, be and the same is hereby accepted.
2. That a copy of said proposal is attached hereto and made a part hereof.
3. That the American Steel Co. will be required to execute the standard City construction contract form to be approved by the City Attorney, and the City Manager is hereby authorized to execute the same on behalf of the City of San Antonio.
4. The American Steel Co. will be required to furnish a bond in the full amount of the contract price (\$9,547.00) for the faithful performance of said contract; such bond to be performable in Bexar County, Texas, and shall be executed by a surety company authorized to do business in the State of Texas.
5. All of the above described contract work shall be done and completed in accordance with detailed plans and specifications and shall be under the general supervision of the Public Health Engineer of the City of San Antonio.
6. That the Director of Finance is hereby authorized to issue warrants in payment for the above work upon the receipt of written estimates to be approved by the Public Health Engineer as said work progresses.
7. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,420

ACCEPTING THE PROPOSAL OF AND MAKING A CONTRACT WITH GENERAL SUPPLY COMPANY FOR THE CONSTRUCTION OF SUSPENDED CEILINGS AT THE WITTE MUSEUM FOR THE SUM OF \$1,325.00

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

1. That the proposal of General Supply Company, Inc., P. O. Box 4368, Station A, San Antonio 7, Texas, dated July 13, 1954, to furnish all material and labor necessary in the construction of suspended ceilings in the Drought and Main Art Gallery in Witte Museum for the sum of \$1,325.00, be and the same is accepted hereby.
2. That said proposal is attached hereto and made a part hereof.
3. That this ordinance makes and manifests a contract by and between the City of San Antonio and General Supply Company, Inc., to furnish the necessary materials and labor in the construction of suspended ceilings at the Witte Museum for the sum of \$1,325.00, all in accordance with detailed specifications pertaining thereto and which are made a part hereof.
4. That the Director of Finance is hereby authorized to pay General Supply Company, Inc., the sum of \$1,325.00 upon the submission of written estimates to be approved by the Witte Museum Director; said sum to be paid out of the 1953 General Fund - Witte Museum Account #16-00-00.
5. PASSED AND APPROVED AND EXECUTED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

6. The above contract accepted in all things and executed this \_\_\_\_ day of July A. D. 1954.

GENERAL SUPPLY COMPANY

By: \_\_\_\_\_

## AN ORDINANCE 20,421 ✓

ACCEPTING THE PROPOSAL OF AND MAKING A CONTRACT  
WITH GENE TREIBER, GENERAL CONTRACTOR, FOR THE  
REMODELING OF AN ELEVATOR SHAFT IN WITTE MUSEUM  
FOR THE SUM OF \$2,131.00

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

1. That the proposal of Gene Treiber, General Contractor, dated July 15, 1954, for the remodeling of an elevator shaft located at Witte Museum for the sum of \$2,131.00, be and the same is hereby accepted.
2. That said proposal is attached hereto and made a part hereof.
3. That this ordinance makes and manifests a contract by and between the City of San Antonio and Gene Treiber, General Contractor, for the remodeling of an elevator shaft located at Witte Museum, in accordance with detailed specifications prepared by Henry Steinbomer, Architect, which are attached hereto and made a part hereof for all purposes for a total consideration of \$2,131.00.
4. That all work performed under the above mentioned specifications shall be under the general supervision and subject to the approval of Henry Steinbomer, Architect.
5. That the Director of Finance is hereby authorized to pay Gene Treiber, General Contractor, the total sum of \$2,131.00 upon the submission of written estimates to be approved by Henry Steinbomer, Architect, and the Witte Museum Director; said sum to be paid out of the 1953 General Fund - Witte Museum Account #16-00-00.
6. PASSED AND APPROVED AND EXECUTED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

7. The above contract accepted in all things and executed this \_\_\_\_ day of July A. D. 1954.

GENE TREIBER, General Contractor

## AN ORDINANCE 20,422 ✓

ACCEPTING THE PROPOSAL OF AND MAKING A CONTRACT  
WITH TURNER ROOFING COMPANY, TO INSTALL TILE  
ROOF OVER CENTRAL ART GALLERY, AT THE WITTE MUSEUM  
FOR THE SUM OF \$1195.00

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

1. That the proposal of Turner Roofing Company, to install tile roof over Central Art Gallery, at the Witte Museum, for the sum of \$1,195.00, be and the same is accepted hereby.
2. That this ordinance makes and manifests a contract by and between the City of San Antonio and Turner Roofing Company, for the furnishing of all labor and materials to install tile roof over Central Art Gallery, at the Witte Museum, in accordance with detailed specifications, attached hereto and made a part hereof, for all purposes, for a total consideration of \$1,195.00.
3. That all work performed under the above mentioned specifications shall be under the general supervision and subject to the approval of Henry Steinbomer, Architect.
4. That the Director of Finance is hereby authorized to pay Turner Roofing Company, the total sum of \$1,195.00 upon the submission of written estimates to be approved by Henry Steinbomer, Architect, and the Witte Museum Director; said sum to be paid out of the 1953 General Fund - Witte Museum Fund Account #16-00-00.
5. PASSED AND APPROVED AND EXECUTED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

6. The above contract accepted in all things and executed this \_\_\_\_ day of July, A. D. 1954.

TURNER ROOFING COMPANY

By  
President  
CONTRACTOR

## AN ORDINANCE 20,423

ACCEPTING THE ATTACHED LOW BIDS OF VENDORS AS LISTED TO FURNISH THE CITY OF SAN ANTONIO HEALTH DEPARTMENT WITH VARIOUS ITEMS REQUIRED FOR COMPLETION OF DOG KENNEL IN THE AMOUNT OF \$10,401.10

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

1. That the low bids of Alamo Iron Works, Braden Wire Works, San Antonio Machine and Supply Company and James Donaldson Company, dated July 26, 1954, to furnish the City of San Antonio Department of Public Health - Rabies Control with various items for the completion of the Dog Kennel for a total of \$10,401.10, be and the same is accepted hereby as follows:

## Alamo Iron Works

Item I	Windows	\$	526.05	
Item II	Doors (steel)		1030.41	
Item IX	Steel Bars		<u>133.20</u>	
				1,689.66

## Braden Wire Works

Item V	Material for cages	6,005.00		
	20 slide doors	<u>400.00</u>		
				6,405.00

## San Antonio Machine &amp; Supply

Item VI	Floor Drains	360.00		
Item X	Plumbing material	<u>156.57</u>		
				516.57

## James Donaldson Co.

Item VII	Clay tile	1,723.17		
Item VIII	Lime and Sand	<u>66.70</u>		
				<u>1,789.87</u>

\$ 10,401.10

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

3. Payment to be made from 1-01 General Fund, Department of Public Health - Rabies Control, Account No. 10-04-04.

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

5. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,424

ACCEPTING THE ATTACHED LOW BID OF THE COKESBURY BOOK STORE TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN BOOKS AS PER LIST ATTACHED FOR A TOTAL OF \$1,868.45

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

1. That the low bid of the Cokesbury Book Store, 1910 Main Street, Dallas, Texas, dated July 26, 1954, to furnish the City of San Antonio Public Library with certain books in publishers bindings as per attached list for a total of \$1,868.45, be and the same is accepted hereby.

2. That the low bid of Cokesbury Book Store is attached hereto and made a part thereof.

3. Payment is to be made from 1-01 General Fund - Public Library, Account No. 15-02-00.

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

5. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:

J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,425

*Amended 8/5/54  
Ok on 8/18/54*

AUTHORIZING THE CONVEYANCE TO RADIO STATION KCOR OF A CITY-OWNED PARCEL OF LAND LOCATED ON MARTINEZ STREET BETWEEN SOUTH ST. MARY'S STREET AND THE SAN ANTONIO RIVER AT A PRICE OF \$8,000.00

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

1. That the City Manager is hereby authorized to execute a special warranty deed to Radio Station KCOR, Inc., of a portion of Lot A-1, New City Block 928, fronting approximately 138' on Martinez Street and located between South St. Mary's Street and the San Antonio River, for the price of \$8,000.00.
2. That the City shall retain an easement in the aforementioned deed to prevent any construction over an existing storm sewer located on said property and further reserving the right to repair and maintain the same.
3. Said deed shall contain appropriate field notes prepared by the Public Works Department and a map and plat of said property reflecting the dimensions and sewer easements retained shall be attached to and made a part thereof.
4. The consideration of \$8,000.00 shall be paid to the City at the time said executed deed is delivered to the purchaser.
5. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

## AN ORDINANCE 20,426

DESIGNATING THE LOCATION OR ROUTE OF THE PROPOSED NORTHWEST PORTION OF THE EXPRESSWAY (U. S. HIGHWAY 87), SAID ROUTE TO EXTEND IN A NORTH AND WESTERLY DIRECTION FROM MAGNOLIA AVENUE, THE PRESENT EXPRESSWAY TERMINUS, AND GENERALLY WEST OF AND PARALLEL TO THE RIGHT-OF-WAY OF THE KERRVILLE DIVISION OF THE TEXAS AND NEW ORLEANS RAILROAD

WHEREAS, the City Council has heretofore, by Resolution passed and approved on the 8th day of July, 1954, approved the alternate location or route of the proposed Northwest portion of the Expressway (U. S. Highway 87), said route to extend in a North and Westerly direction from Magnolia Avenue, the present Expressway terminus, and generally West of and parallel to the right of way of the Kerrville Division of the Texas and New Orleans Railroad; and

WHEREAS, the Planning Commission of the City of San Antonio has withdrawn its approval and no longer favors the route established by the State Highway Commission pursuant to Minute No. 32277 dated June 25, 1952, and said Planning Commission now recommends the alternate route as above described; and

WHEREAS, the City Council now wishes to re-affirm its opinion, selection and recommendation as outlined in the Resolution pertaining to same on the 8th day of July, 1954; NOW, THEREFORE:

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

1. That the City Council hereby designates and approves the location or route of the proposed Northwest portion of the Expressway (U.S. Highway 87), said route to extend in a North and Westerly direction from Magnolia Avenue, the present Expressway terminus, and generally West of and parallel to the right of way of the Kerrville Division of the Texas and New Orleans Railroad.
2. That a detailed map and plat of said proposed route is attached hereto and made a part hereof.
3. That the City Clerk is hereby directed to forward certified copies of this Ordinance to the Texas Highway Commission and its State Freeway Engineer, R. A. Bossy.
4. PASSED AND APPROVED this 29th day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

Amended 1-20-55  
 Ord # 20897  
 Amended 5-26-55 - Ord # 21268  
 Amended 7-21-55 - Ord # 21513

## AN ORDINANCE 20,427 ✓

ADOPTING THE ANNUAL BUDGET OF THE CITY FOR THE FISCAL YEAR 1954-55 ESTIMATING THE REVENUES FOR SAID FISCAL YEAR, AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES OF THE CITY OF SAN ANTONIO FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF VARIOUS DEPARTMENTS AND FOR THE VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY

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

WHEREAS, the City Council has fully complied with the requirements of Section 83, with respect to reviewing the Budget and the holding of a public hearing thereon; NOW, THEREFORE:

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

Section 1. The Budget to which this ordinance refers and by reference made a part thereof, is hereby adopted as the Annual Budget of the City of San Antonio, for the fiscal year 1954-55.

Section 2. A general budget summary as required by Section 82 of the City Charter is set forth in pages V and VI, for the ensuing fiscal year 1954-55.

Section 3. The detailed estimated expenditures of the City for the ensuing fiscal year 1954-55 are set forth in pages 1 through 702, inclusive.

Section 4. The detailed estimated revenues of the City for the ensuing fiscal year 1954-55 are set forth in said Budget in page I through III inclusive.

Section 5. By the adoption of said Annual Budget, there is hereby appropriated for the purposes stated therein, the sums set forth in pages 1 through 719, inclusive, by activity accounts and the total sum appropriated for each such account as divided to the extent only of the following classifications thereof, to-wit: (1) Personal Services, (2) Contractual Services, (3) Commodities, (4) Fixed Charges, (5) Capital Outlay.

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

CITY OF SAN ANTONIO, TEXAS  
 SUMMARY OF PROPOSED EXPENDITURES  
 BY DEPARTMENTS AND OTHER ACCOUNTS  
 1954-55

GENERAL FUND

Departments and Agencies

Mayor and Council	\$ 15,790
City Manager	29,095
City Clerk	64,805
Corporation Court	149,695
Legal Department	116,485
Finance Department	576,980
Police Department	1,894,664
Fire Department	2,263,803
Public Works Department	3,090,091
Public Health Department	708,219
Parks and Recreation Department	1,041,341
Aviation Department	271,796
Personnel Department	35,720
City Planning Department	328,228
Public Library	352,660
Witte Museum	87,000
TOTAL DEPARTMENTS	\$ 11,026,372

Other Accounts

Clerical and Custodial (Police and Fire)	192,800
School Crossing Guards	60,000
Civil Defense Administration	4,560
National Guard	9,000
Public Functions	3,000
Special Investigations	8,490
Settlements and Refunds	10,000
Texas Municipal Retirement System	265,000
Police and Firemen's Pension Administration	1,105
Accumulated Sick Leave	13,750
Injury Medical Expense	13,750
Auditing	12,500
Insurance	39,698
Interest on Loans	40,000
Charges for Debt Service	5,000
Legal Counsel for Short Term Debt	750
Gas and Lights	275,000
Street Lighting	250,000
City Hall Switchboard	15,000
Civil Air Patrol	200
State Department of Public Welfare	800
TOTAL OTHER ACCOUNTS	1,220,403

General Welfare Fund - City-County Hospital	<u>704,196</u>
Contingencies - Unallotted Appropriations	\$ 163,085
<u>Special Assessment Funds</u>	
Civic Advertising	67,545
City-County Hospital	586,687
City-County T.B. Control Board	<u>120,375</u>
TOTAL SPECIAL ASSESSMENT FUNDS	\$ 774,607
General Obligation Debt Service - Redemption and Interest	\$ 1,892,385
TOTAL GENERAL BUDGET	\$ 15,781,048
<u>Revenue Bond Service Funds and Reserved Revenue</u>	
Revenue from Sale of Commerce Building, reserved for:	
Retirement of Bonds	17,200
Payment of Public Service Bldg.	<u>107,800</u>
TOTAL	\$ 125,000
General Fund Revenue Reserved for New Health Building Requirements	50,000
Health Center - 1943 Fund (Commerce Building)	3,855
Park Revenue - 1945 Fund (Willow Springs)	40,000
Park Revenue - 1949 Fund (McAllister Building)	5,000
San Pedro Swimming Pool Fund	26,970
Sewer Rehabilitation Fund	<u>71,562</u>
Total Revenue Bond Service Funds and Reserved Revenue	\$ <u>322,387</u>
TOTAL APPROPRIATIONS	<u>\$ 16,103,435</u>

Section 6. In conformity with Section 85 of the Charter of the City of San Antonio, the transfer of an unencumbered balance of an appropriation made for the use of a department or agency or purpose to any other department, agency or purpose may be made by the Council upon the written recommendation of the City Manager, provided, however,

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

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

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

Section 7. PASSED AND APPROVED this 31st day of July, 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,428

AUTHORIZING THE PURCHASING AGENT TO MAKE AN IMMEDIATE PURCHASE WITHOUT BIDS OF CERTAIN ACCOUNTING MACHINES AND CASH REGISTERS TO BE USED IN THE FINANCE DEPARTMENT AT A TOTAL PRICE OF \$28,394.40

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

1. That the Purchasing Agent is hereby authorized and directed to make an immediate purchase of the following described accounting machines from the Burroughs Corporation, 426 South Main Avenue, at the prices designated less a trade-in allowance on three (3) City-owned accounting machines valued at \$600.00 each.

For the Tax Office --- 2 style F501 with extra counter control panel each at \$4,303.80	\$ 8,607.60
For the Accounts Division --- 2 style F503 with four extra control panels each at \$4,748.30	<u>9,496.80</u>
Total	\$ 18,104.40

Less Trade in Allowance on three city-owned machines, Serial Number #A927409, #A927408; #B12628, at \$600 each	1,800.00
Net Cash Difference	\$ 16,304.40

2. That the Purchasing Agent is further authorized and directed to make an immediate purchase of two (2) cash register accounting machines from the National Cash Register Company, 811 North Main Avenue, described as follows:

2 National Cash Register Accounting Machines Model 31-10-12 (20)26-4RB, each complete with five control panels, at \$6,045.	\$ 12,090.00
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3. The above purchases are being made without advertising for bids upon the advice and recommendation of the Director of Finance, as outlined in his letter to the City Council which is attached hereto and made a part hereof.

4. PASSED AND APPROVED this 31st day of July A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk

AN ORDINANCE 20,429 ✓

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF LOYD A. DENTON

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

1. That the petition of Lloyd A. Denton, for a license to use the sanitary sewerage system of the City of San Antonio, is granted hereby, subject to the following precedent conditions:

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at 106 Bella Vista, Lot 8, Block 33, County Block 4434, Inspiration Hills and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 5th day of August A. D. 1954.

R. L. Lester  
Mayor Pro-tem

ATTEST:  
J. Frank Gallagher  
City Clerk