

APPRO. NO. 4662

AN ORDINANCE 7902

APPROPRIATING \$306.00 TO PAY JOE M. GARCIA (\$153.00) AND ANTONIO CARMONA (\$153.00) FOR HAULING GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$306.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay for hauling gravel on Guadalupe Street, between 19th and 24th streets (NEW CONSTRUCTION), in accordance with contracts on file in the office of the City Clerk dated February 19th, 1948 and August 26, 1949, and as per approved Engineer's Estimate on file in the office of the City Auditor.

Antonio Carmons, 427 Hawthorne Street.....	\$153.00
Joe M. Garcia, 2014 Tampico Street.....	<u>153.00</u>
	\$306.00

PASSED AND APPROVED on the 16th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 467

AN ORDINANCE 7903

APPROPRIATING \$2,177.95 TO GUARDIAN ABSTRACT & TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MRS. EMILY O. MEYER SCHWEITZER, A WIDOW, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,177.95, be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Guardian Abstract & Title Company, in payment for land to be conveyed by Emily O. Meyer Schweitzer, a widow, to the City of San Antonio, for street widening and extension; the sum of \$1.00 being for the North 28.4 feet of a parcel of land out of the East 1/2 of OCL 215, and shown as A-33 on City Plat Records. and the amount of \$2,176.95 being for moving and rehabilitation of the improvements thereon; the land conveyed to the City of San Antonio lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

PASSED AND APPROVED on the 16th day of September, 1948

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 468

AN ORDINANCE 7904

APPROPRIATING \$298.50 TO PAY ED DUDERSTADT FOR DRILLING TEST HOLES AT APACHE CREEK-SOUTH SAN MARCOS STREET BRIDGE AND FIFTH STREET BRIDGE IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$298.50, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Ed Duderstadt for drilling test holes at Apache Creek-South San Marcos Street Bridge (\$184.50) and Fifth Street Bridge (114.00), in accordance with contract on file in the office of the City Clerk dated September 2, 1948, and as per approved Engineer's Estimate on file in the City Auditor's Office.

PASSED AND APPROVED on the 16th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 469

AN ORDINANCE 7905

APPROPRIATING \$1,103.25 TO PAY FRANK P. McELWRATH, JR., FOR FURNISHING MOTOR GRADER, WATER TRUCK AND ROLLER, WITH OPERATORS, FOR WORK DONE ON VARIOUS STREETS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,103.25, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frank P. McElwrath, Jr., for furnishing Motor Grader, Water Truck and Roller, with operators, for work done on West French, West Ashby, Emory, Epworth and Woodlawn Avenue (new construction), in accordance with contract on file in the office of the City Clerk dated May 18, 1948, and as per approved Engineer's Estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 16th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 470

AN ORDINANCE 7906

APPROPRIATING \$440.75 TO PAY E. E. HOOD & SON, FOR 1763 CU. YDS. OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$440.75, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay E. E. Hood & Son for 1763 cubic yards of gravel @ 0.25 per cubic yard (859 cu. yds. at Guadalupe Street from Zarzamora Street; 204 cu- yds. at 200-300 blocks Cooper Street, and 700 cu. yds. at 200 block Morrill Street-NEW CONSTRUCTION- in accordance with proposal accepted by the City of San Antonio and on file in the office of the City Clerk, and as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 16th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 471

AN ORDINANCE 7907

APPROPRIATING \$12,275.00 TO COMMERCIAL ABSTRACT COMPANY TO PAY ANNA LOUISE WILSON DAMAGES ON ACCOUNT OF SOUTH ALAMO STREET EXTENSION AND WIDENING.

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

1. That \$12,275.00 be and the same is appropriated hereby out of Streets and Bridges C-45 Fund, to Commercial Abstract Company, to pay Anna Louise Wilson damages for the removal of the building and all obstructions and encroachments at 1504 South Alamo Street, for the widening thereof.

2. PASSED AND APPROVED this 16th day of September, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 472

AN ORDINANCE 7908

ACCEPTING PROPOSAL OF WAHRMUND-LOGAN COMPANY, FOR CONSTRUCTION OF SANITARY SEWER MAINS ON VARIOUS STREETS; AUTHORIZING THE MAYOR TO EXECUTE CONTRACT, AND APPROPRIATING \$34,247.46.

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

1. The proposal of Wahrmund-Logan Company, 422 Hays Street, San Antonio, Texas, dated September 9, 1948, attached hereto and made a part hereof, for the construction of Sanitary Sewer Mains, on various streets, according to plans and specifications of the City Engineer, for a total cost of \$34,247.46, be and the same is accepted hereby.
2. That the Mayor is authorized to execute contract for this work on the City Standard Construction Contract form.
3. That all other bids are rejected hereby.
4. That \$34,247.46, be and the same is appropriated hereby out of the Sanitary Sewer Plant and System A-47 Fund, to Wahrmund-Logan Company, for this work, to be paid on estimates approved by the City Engineer.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 473

AN ORDINANCE 7909

APPROPRIATING \$40.00 OUT OF THE FLOOD PREVENTION FUND OF 1924, TO PAY NATHAN ALTERMAN ELECTRIC CO., FOR FOUR EUI-B FUSE UNITS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$40.00, be and the same is hereby appropriated out of the FLOOD PREVENTION FUND OF 1924, to pay Nathan Alterman Electric Company, for four EUI-B FUSE UNITS at \$10.00 each, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 474

AN ORDINANCE 7910

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH GRAYBAR ELECTRIC COMPANY, INC., 1401 N. HACKBERRY ST., SAN ANTONIO, TEXAS, PROPOSAL DATED 9/9/48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Graybar Electric Company, Inc., 1401 N. Hackberry St., San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$1,778.00 from the 1948 General Fund, Police Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relative to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached proposal of Graybar Electric Company, Inc., to furnish the City of San Antonio, Police Department, with: 3000 ft. 12-Conductor, 12 Gauge, Traffic Control Cable at a price of \$1,224.00; and 2000 ft. 7-Conductor, 12-Gauge, Traffic Control Cable, at a price of \$554.00; and appropriating the total sum of \$1,778.00 out of the 1948 General Fund, Police Department, in payment of same.

PASSED AND APPROVED this 16th day of September, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 475

AN ORDINANCE 7911

TRANSFERRING \$852.17 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT, TO THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$852.17, be and the same is hereby ordered transferred from the 1948 General Fund, Proceeds of Notes, to the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 476

AN ORDINANCE 7912

APPROPRIATING \$56.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$56.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Dan Quill, Postmaster, for postage stamps, as per approved Purchase Orders on file in the City Auditor's Office.

Mayor.....	\$ 3.00
Engineer's Dept.....	30.00
Sewage Plant.....	5.00
Building Dept.....	<u>18.00</u>
	\$56.00

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 477

AN ORDINANCE 7913

REPEALING AN ORDINANCE OF MAY 27TH, 1948, BEING COUNCIL APPROPRIATION NO. 1427 FOR \$852.17 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT, MADE PAYABLE TO THE SAN ANTONIO MACHINE AND SUPPLY CO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$852.17, be and the same is hereby repealed being Appropriation No. 1427, dated May 27th, 1948 out of the 1947 General Fund, Proceeds of Notes, S. A. Municipal Airport Department, which was made payable to the S. A. Machine and Supply Company for one Pressure Water System complete.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 478

AN ORDINANCE 7914

APPROPRIATING \$182.40 OUT OF THE AIRPORT ADMINISTRATION BUILDING, B-45 FUND, TO PAY COMMERCIAL RECORDER FOR ADVERTISING FOR BIDS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$182.40, be and the same is hereby appropriated out of the AIRPORT ADMINISTRATION BUILDING, B-45 FUND, to pay Commercial Recorder for Advertising for bids (construction, improvements and additions to the Municipal Airport), as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 480

AN ORDINANCE 7916

REPEALING \$805.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT DEPARTMENT, BEING APPROPRIATION NO. 418, DATED SEPTEMBER 2ND, 1948 MADE PAYABLE TO THE ALAMO IRON WORKS FOR ONE PRESSURE WATER SYSTEM COMPLETE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$805.00, be and the same is hereby repealed, being Appropriation No. 418, dated September 2, 1948, out of the 1947 General Fund, Proceeds of Notes, S. A. Municipal Airport Department, made payable to the Alamo Iron Works for one pressure Water System Complete.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk \* \* \*

APPRO. NO. 479

AN ORDINANCE 7915

APPROPRIATING \$805.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT DEPARTMENT, TO PAY ALAMO IRON WORKS FOR ONE PRESSURE WATER SYSTEM COMPLETE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$805.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport Department, to pay Alamo Iron Works for one Pressure Water System Complete, as per contract dated August 12, 1948.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk \* \* \*

APPRO. NO. 481

AN ORDINANCE 7917

TRANSFERRING \$156.45 FROM THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO THE COMMERCE BUILDING FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$156.45, be and the same is hereby ordered transferred from the 1948 General Fund, Proceeds of Notes, Health Department, to the Commerce Building Fund, to cover like amount paid out of the General Fund, to the City Public Service Board on August 19th, 1948, being part of Warrant No. 160 issued under Ordinance No. 327.

TRANSFER FROM: 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPT.....\$156.45

TRANSFER TO: COMMERCE BUILDING FUND.....\$156.45

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk \* \* \*

APPRO. NO. 482

AN ORDINANCE 7918

APPROPRIATING \$185.00 TO PAY J. W. BERETTA ENGINEERS, INC., FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE SOUND SYSTEM FOR FEEDER LINES TERMINAL BUILDING, SAN ANTONIO MUNICIPAL AIRPORT.

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

1. That \$185.00 is appropriated out of the Airport Administration Building B-45 Fund, to pay J. W. Beretta, Engineers, Inc., for professional services for the sound system for the Feeder Lines Terminal Building, covering preparation of plans, specifications and all services so far rendered and for general supervision over the installation thereof.

2. Payment shall be made upon certificate of the Airport Director approved by the Mayor.

3. PASSED AND APPROVED this 16th day of September, A.D. 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk \* \* \*

APPRO. NO. 483

AN ORDINANCE 7919

APPROPRIATING \$118.00 OUT OF THE COMMERCE BUILDING FUND,  
TO PAY OTIS ELEVATOR COMPANY FOR MAINTENANCE OF TWO  
ELEVATORS, FOR AUGUST 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$118.00, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND, to pay Otis Elevator Company for maintenance of two elevators for August 1948, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 16th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 484

AN ORDINANCE 7920

ACCEPTING THE PROPOSAL OF GENERAL APPLIANCE COMPANY FOR  
SOUND SYSTEM AT FEEDER LINES TERMINAL BUILDING, SAN  
ANTONIO MUNICIPAL AIRPORT, AUTHORIZING THE MAYOR TO  
EXECUTE CONTRACT, AND APPROPRIATING \$1,826.72 IN PAYMENT  
THEREFOR:

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

1. That the proposal of General Appliance Co., dated September 7, 1948, attached hereto and made a part hereof, for sound system at Feeder Lines Terminal Building at the San Antonio Municipal Airport, for a total of \$1,826.72, be and the same is accepted hereby,

2. That the Mayor is authorized and directed to execute contract with said General Appliance Company, on the standard City form Construction Contract for this work.

3. That all other bids are rejected hereby.

4. That \$1,826.72 be and the same is appropriated hereby out of Airport Administration Building B-45 Fund, in payment to General Appliance Company for this installation, said payment to be made on estimates approved by the Airport Director and the Mayor.

5. PASSED AND APPROVED this 16th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 7921

GRANTING THE PETITION OF UNIVERSITY PARK BAPTIST CHURCH,  
FOR EXEMPTION FROM CITY TAXES ON LOTS 13 AND 14, BLOCK 13,  
UNIVERSITY PARK UNIT ONE, NEW CITY BLOCK 9213, AT 2310  
CINCINNATI AVENEU, IN THE CITY OF SAN ANTONIO, BEXAR  
COUNTY, TEXAS.

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

1. That the property known as Lots 13 and 14, Block 13, University Park Unit One, New City Block 9213, at 2310 Cincinnati Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as place of religious worship, and not subject to taxation, and the petition of University Park Baptist Church, dated August 27, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1948 and years subsequent thereto, is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1948, beginning June 1, 1948, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purpose for which exempted, namely, place of religious worship.

2. PASSED AND APPROVED this 16th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 7922

GRANTING THE PETITION OF CONGREGATION OF THE SISTERS OF  
DIVINE PROVIDENCE, FOR EXEMPTION FROM CITY TAXES ON LOTS  
1 TO 4, INCLUSIVE, BLOCK 8, NEW CITY BLOCK 8092, GARDEN-  
DALE ADDITION, AT 2302 OLD CASTROVILLE ROAD, IN THE CITY  
OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lots 1 to 4, inclusive, Block 8, New City Block 8092, Gardendale Addition, at 2302 Old Castroville Road, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as school and place of religious worship and not subject to taxation, and the petition of Congregation of the Sisters of Divine Providence, dated July 16, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1948 and years subsequent thereto, is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1948, beginning June 1, 1948, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purpose for which exempted, namely, school and place of religious worship.

2. PASSED AND APPROVED this 16th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 7923

CLOSING PART OF ATHENS AVENUE, MAKING A QUITCLAIM DEED  
TO THE SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT NO.  
41-1/2, AND RETAINING AN EASEMENT FOR PUBLIC UTILITIES.

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

1. That Athens Avenue, between Oregon Street and Fleming Street, within the corporate limits of the City of San Antonio, Bexar County, Texas, be and the same is abolished, closed and abandoned as a public way of the City of San Antonio.

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

3. That the City of San Antonio, a municipal corporation situated in the County of Bexar and State of Texas, acting by Alfred Callaghan, Mayor, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the South San Antonio Independent School District No. 41-1/2, the following tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, as follows, except the easement retained herein to-wit:

4. Beginning at the southeast corner of Lot 9, said point being the intersection of the east line of Lot 9, New City Block 8739, with the north line of Athens Avenue, said point being the northwest corner of this tract; thence in an easterly direction along the north line of Athens Avenue, being the south line of New City Block 8739, 508.8 feet to a point, said point being the northeast corner of this tract; thence in a southerly direction along the west line of Fleming Street, produced, 40 feet to a point, said point being the intersection of the west line of Fleming Street with the south line of Athens Avenue, and being the southeast corner of this tract; thence in a westerly direction along the south line of Athens Avenue, 508.8 feet to a point, said point being the southwest corner of this tract; thence in a northerly direction, 40 feet to the southeast corner of Lot 9, New City Block 8739, to the place of beginning.

5. That the part of the street included within the boundaries of the property described herein shall be attached to New City Block 8738 and designated as Lot 5.

6. The City of San Antonio retains an easement above and below the surface of the land described herein for public utilities and for the purposes incidental thereto.

7. The City of San Antonio retains the right to enter, renew and repair any such utilities with the right for working space and do any and all things necessary to preserve the rights retained by the City of San Antonio.

8. The grantee shall have the right to use the surface of the land herein conveyed for all purposes not inconsistent with the rights contained herein, but, no building or other obstruction shall be erected within this space.

9. This instrument shall also operate as full accord and satisfaction of all damage of the grantee, its successors or assigns or to the property, caused by the construction, repair and maintenance of public utilities.

10. To have and to hold the above described premises, subject to the rights retained by the City of San Antonio, together with all and singular the rights, and appurtenances thereto in any wise belonging unto the South San Antonio Independent School District No. 41-1/2. its successors and assigns, forever; and, the City of San Antonio, does bind itself, its successors and assigns to warrant and forever defend the title to said property unto the said South San Antonio Independent School District No. 41-1/2. its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the City of San Antonio.

11. PASSED, APPROVED AND EXECUTED this 16th day of September, A.D. 1948.

CITY OF SAN ANTONIO

/s/By: Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

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## AN ORDINANCE 7924

AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED; THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO ZONE ANNEXED TERRITORY IN HIGHLAND HILLS SUBDIVISION UNIT #2. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED 16 SEPTEMBER, 1948.

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

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

2. PROPOSITION E:

"To rezone annexed territory in Highland Hills Subdivision Unit # 2, as

"B" Residential District

Parts of Blocks 14, 15, 16, 24, 25 and 26 ↓  
All of Blocks 17, 18, 19, 20, 21, 22 and 23 ↓ Block 5155

being Highland Hills Subdivision Unit #2, more particularly described as follows:

Beginning at a point in the San Antonio, Texas, south city limits line, also being the south line of Highland Hills Subdivision, Unit One, in the south line of a 16 ft. alley, said point being with said city limit line, N 89° 57' E, 57.89 feet from city limit mon. No. 18-44;

Thence with the south line of said 16 ft. alley, northeastward along a curve to the right, having a radius of 425 feet a distance of 271.42 feet to the P. T. of same;

Thence continuing with said alley line N 89° 54' E, 1137.34 feet to the east line of this subdivision the northeast corner of this tract, said point being N 89° 54' E, 8.75 feet from the west line of Clark Street;

Thence S 0° 28' E, 632.0 feet to the southeast corner of this tract;

Thence S 89° 54' at 5.85 feet the west line of Clark St. and the south line of a 16 foot alley, 399.92 feet the P. C. of curve to the left on same alley line;

Thence with the south line of said alley as follows: Southwestward along curve to the left, having a radius of 425.0 feet a distance of 279.34 feet to the P. T. of same, thence S 52° 14' 30" W, 1121.52 feet to the P. C. of curve, thence with said curve to the right, having a radius of 691.0 feet, a distance of 454.17 feet to the P. T. of same, thence S 89° 54' W, 663.43 feet to the new east line of Gevers Street, the southwest corner of this tract, said point being 10.0 feet east of the city limit line on the old survey line;

Thence with the east line of Gevers Street, and parallel to said survey line 10.0 feet east therefrom N 0° 01' E, 948.0 feet to the south line of a 16 foot alley, the northwest corner of this tract;

Thence with said alley line as follows: N 89° 54' E, 341.27 feet to the P. C. of a curve;

Thence northeastward with said curve to the left, having a radius of 691.0 feet a distance of 454.17 feet to the P. T. of same, thence N 52° 14' 30" E, 604.27 feet to the P. C. of curve to right;

Thence northeastward along said curve having a radius of 425.0 feet a distance of 7.92 feet to the place of beginning, containing 56.67 acres more or less.

3. All Ordinances and parts of ordinances in conflict herewith are repealed.

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

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

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

7. PASSED AND APPROVED this 16th day of September, A.D. 1948.

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

AN ORDINANCE 7925

ACCEPTING PROPOSAL, CREATING CONTRACT FOR SUPPLIES WITH STEPHENS FUEL OIL COMPANY, 1003 ROOSEVELT AVENUE, SAN ANTONIO, TEXAS, PROPOSAL DATED 9-8-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Stephens Fuel Oil Company, 1003 Roosevelt Avenue, San Antonio, Texas.

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

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

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

5. Accepting the attached proposal and creating contract, to furnish the various City Departments with the requirements of Fuel Oil for heating public buildings during the winter season of 1948-49, at the following prices:

Fuel Oil -- 24-26 Gravity	@ \$2.90 per bbl. of 42 gals.	Less 1% 15th prox.
" " -- 26-30 "	@ \$2.90 " " " 42 gals.	Less 1% 15th prox.
Gas Oil -- 32-34 "	@ .09-3/4 per gal.	Less 1% 15th prox.

This Contract subject to wholesale price increases or decreases.

PASSED AND APPROVED this 16th day of September, A.D. 1948.

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

AN ORDINANCE 7926

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

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

1. This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Bert Wilcut, as Individual, doing business as San Antonio Aviation School, Lessee, or the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated July 1, 1948.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of July 1, 1948, is hereby amended and changed as follows; to-wit:

I

Paragraph number 3 is hereby changed so that the same shall hereafter read as follows:

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

II

Paragraph number 4 is hereby amended and changed so that same shall hereafter read as follows:

4. The amount of the rent for this property is \$495.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$495.00 each month for the term hereof, and in addition to the charges specified herein.

## III

Said lease as executed by virtue of said Ordinance of July 1, 1948, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 16th day of September, A. D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPROVED AND ACCEPTED this 16th day of September, A.D. 1948.

SAN ANTONIO AVIATION SCHOOL

/s/By: Bert Wilcut  
(Authorized Agent)

\* \* \*

AN ORDINANCE 7927

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND ATHLETIC  
REPAIR SERVICE.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Athletic Repair Service, Lessee, of the County of Bexar and State of Texas, WITNESSETH:
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on August 1, 1948, and ending on July 31, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. Building 517 and approximately 2115 square feet in buildings 512 and 516. Said structures located on Stinson Field, San Antonio, Texas, and are to be used for the repair of Athletic Equipment.
4. The amount of the rent for this property is \$134.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$134.00 each month for the term hereof, and in addition to the charges specified herein.
5. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
7. The Lessee will not permit malt, cinous, 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 time display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
8. The proces charged for things sold shall at all times be reasonable, and not exhorbitant, 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 these public utilities.
10. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purposes of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
11. 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.
12. No additions or alterations shall be made to the premises without the consent of the lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
13. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

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

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

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

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

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

19. 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.

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

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

22. PASSED AND APPROVED this 16th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

23. APPROVED AND ACCEPTED this 16th day of September, A.D. 1948.

/s/By: I. E. Martin

J. M. Meeks, Jr.  
Lessee

\* \* \*

A RESOLUTION

WAIVING REMOVAL REQUIREMENTS OF SECTION 313 OF THE  
LANHAM ACT WITH RESPECT TO PHA PROJECT TEX VN-41904  
IN FAVOR OF SOUTHERN CHRISTIAN COLLEGE.

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

1. That the City of San Antonio, in the County of Bexar and State of Texas, which had jurisdiction over the area in which Project Tex VN-41904 of South Christian College is located, makes and specifically approves the waiver of the removal requirements of Section 313 of the Lanham Act, Public Law 849, 76th Congress, as amended, with respect to said Project, in accordance with Public Law 796 of the 80th Congress.

2. PASSED AND APPROVED THIS 16th day of September, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 485

AN ORDINANCE 7928

APPROPRIATING \$64,608.32 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$64,608.32, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons or firms as shown on the attached list, as per approved purchase orders on file in the City Auditor's Office, out of the following departments.

Public Affairs in General.....	\$ 6,621.98
Department of Taxation.....	686.90
Sanitation, Parks and Public Property.....	24,216.65
Streets & Public Improvements.....	16,425.55
Fire and Police.....	7,705.10
Storeroom.....	8,952.14
	\$64,608.32

PASSED AND APPROVED on the 18th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 486

AN ORDINANCE 7929

APPROPRIATING \$33,688.89 OUT OF THE 1948 GENERAL FUND, TO PAY PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$33,688.89 be and the same is hereby appropriated out of the 1948 GENERAL FUND, to pay per diem payrolls for the period ending September 15, 1948 as follows:

Public Affairs in General.....	\$ 1,596.87
Taxation Department.....	618.00
Sanitation, Parks & Public Property.....	22,147.48
Streets & Public Improvements.....	9,246.59
Fire & Police Depts.....	79.95
	\$33,688.89

PASSED AND APPROVED on the 18th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 487

AN ORDINANCE 7930

APPROPRIATING \$17,337.32 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$17,337.32, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay City Public Service Board, for Gas and Electricity for the month of August, 1948, as per approved statements in the City Auditor's office.

Dept. of Public Affairs in General.....	\$1,211.34
Dept. of Sanit. Parks & Public Property.....	5,610.96
Dept. of Streets & Public Improvement.....	714.33
Dept. of Fire and Police.....	9,800.69
	\$17,337.32

PASSED AND APPROVED on the 18th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 488

AN ORDINANCE 7931

APPROPRIATING \$675.50 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$675.50, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay for Independent Hire of Teams and Trucks for period of September 1st, 1948 to September 15th, 1948 inclusive, as per approved Engineer's estimates on file in the City Auditor's Office, out of the following Departments:

Parks and Plazas.....	\$198.00
Garbage and Sanitation.....	412.50
Rivers & Ditches.....	65.00
	<hr/>
	\$675.50

PASSED AND APPROVED on the 18th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 489

AN ORDINANCE 7932

APPROPRIATING \$1,174.55 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,174.55, be and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND, for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons, or firms as shown below, as per approved purchase orders on file in the City Auditor's Office.

Alling Blue Print Co.....	\$ 53.32
J. C. Dielmann Co., Inc.....	44.00
Nevelow Bros.....	2.75
S. A. Machine & Supply Co.....	44.25
The Southern Company.....	784.27
W. H. Winterborne & Sons.....	245.76
	<hr/>
	\$1,174.55

PASSED AND APPROVED on the 18th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 490

AN ORDINANCE 7933

APPROPRIATING \$663.50 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY THE PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$663.50, be and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND, to pay per diem payrolls for the period ending September 15, 1948, in the amount of.....\$663.50.

PASSED AND APPROVED on the 18th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 491

AN ORDINANCE 7934

APPROPRIATING \$20.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, STREET MAINTENANCE, TO PAY RALPH N. MILLER, FOR TEN MAPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Street Maintenance, to pay Ralph N. Miller for ten maps, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 492

AN ORDINANCE 7935

APPROPRIATING \$546.36 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$546.36, be and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND, for materials, equipment, supplies and miscellaneous exepnditures, payable to the person, persons, or firms as shown below, as per approved Purchase Orders on file in the City Auditor's Office:

Alamo Title Co.....	\$195.00
Commercial Abstract & Title Co.....	174.36
Guardian Abstract & Title Co.....	175.00
Rubiola Insurance Agency.....	2.00
	<u>\$546.36</u>

PASSED AND APPROVED on the 18th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 493

AN ORDINANCE 7936

APPROPRIATING \$585.03 OUT OF THE PARK REVENUE BOND, 1945 FUND, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$585.03, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, to pay for materials, equipment, supplies and miscellaneous expendigures, payable to the person, persons or firms as shown below, as per approved Purchase Orders on file in the City Auditor's Office:

Builders Lumber Co., Inc.....	\$342.71
Catto & Putty.....	55.04
Dixie Petroleum Co.....	6.20
Golden West Lubricating Co.....	8.50
Magnolia Petroleum Co.....	160.78
Southwestern Bell Telephone Co.....	11.80
	<u>\$585.03</u>

PASSED AND APPROVED on the 18th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 494

AN ORDINANCE 7937

APPROPRIATING \$197.30 OUT OF THE PARK REVENUE BOND FUND, TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$197.30, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, to pay City Public Service Board for Gas and Electricity for the month of August, 1948, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of September, 1948.

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

APPRO. NO. 495

AN ORDINANCE 7938

APPROPRIATING \$902.25 OUT OF THE PARK REVENUE BOND, 1945 FUND, TO PAY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$902.25, be and the same is hereby appropriated out of the PARK REVENUE BOND, 1945 FUND, to pay payroll for the Willow Springs Golf Course for the period ending September 15, 1948 in the amount of \$902.25.

PASSED AND APPROVED on the 18th day of September, 1948.

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

APPRO. NO. 496

AN ORDINANCE 7939

APPROPRIATING \$20.45 OUT OF THE ADVERTISING FUND, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.45, be and the same is hereby appropriated out of the ADVERTISING FUND, to pay for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons or firms as shown below, as per approved Purchase Orders on file in the City Auditor's Office.

Post Haller Co.....	\$ 7.85
Southwestern Bell Telephone Co.....	8.50
Washer Office Supply Co.....	4.10
	<hr/>
	\$20.45

PASSED AND APPROVED on the 18th day of September, 1948.

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

APPRO. NO. 497

AN ORDINANCE 7940

APPROPRIATING \$155.55 OUT OF THE COMMERCE BUILDING FUND, TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY OF THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$155.55, be and the same is hereby appropriated out of the Commerce Building Fund, to pay City Public Service Board for Gas and Electricity for the month of August, 1948, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of September, 1948.

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

AN ORDINANCE 7941

AMENDING CONTRACT FOR OPERATION OF CAMP CUSHING HOUSING PROJECT OB-V-41872 ADDING ADDITIONAL BUILDINGS.

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

1. That this ordinance makes and manifests an amendment to the contract entered into on the 21st of August, 1946, Contract No. HA (B-41872) mph-1, as represented by the copy of said amendment hereto attached and made a part hereof for all intents and purposes.

2. PASSED AND APPROVED this 18th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

M A Y O R

\* \* \*

APPRO. NO. 498

AN ORDINANCE 7942

APPROPRIATING \$1,842.86 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICE FOR THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,842.86, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of August, 1948, for the following Departments:

Public Affairs in General.....	\$ 467.83
Department of Taxation.....	81.13
Dept. of San., Parks & Public Property.....	128.12
Dept. of Streets & Publ. Property.....	98.63
Dept. of Fire & Police.....	1,067.15
	<u>\$1,842.86</u>

PASSED AND APPROVED on the 21st day of September, 1948.

ATTEST

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 499

AN ORDINANCE 7943

APPROPRIATING \$1,033.50 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, TAX ASSESSOR, TO PAY THE CLEGG COMPANY, FOR BINDING TAX RECEIPTS FOR FISCAL YEAR 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,033.50, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Tax Assessor, to pay The Clegg Company for binding Tax Receipts for Fiscal Year 1947, (195 Volumes @ \$5.30 each), as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 500

AN ORDINANCE 7944

MAKING A CONTRACT WITH GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, FOR PERMISSION TO INSTALL, MAINTAIN AND REMOVE A PIPE LINE FOR USE SOLELY TO CONVEY SEWAGE ON THE RIGHT-OF-WAY OR OTHER GROUNDS OF THE RAILROAD; AND APPROPRIATING \$50.00 FOR RENTAL OF RIGHT-OF-WAY FOR FIRST YEAR.

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

1. That the Mayor be and he is hereby duly authorized and fully empowered to enter into and execute, for and in the name of said City, one certain written agreement, dated September 2, 1948, between said corporation and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, herein called Carrier, respecting among certain things the construction, ownership, operation, maintenance and use of one certain 10-inch sewer line on and along Carrier's Premises from Engineer's Chaining Station 13424/00 to Engineer's Chaining Station 13499/00 and crossing Carrier's Premises at Engineer's Chain-Station 13537/70, near San Antonio, Bexar County, at a rental of \$25.00 per mile or fraction thereof, per annum, all as more particularly set out in said agreement, to which reference is heremade the same as if fully set out herein.

2. That \$50.00 is appropriated hereby out of the Sanitary Sewer Plant and System A-47 Fund, to pay Guy A. Thompson, Trustee, International-Great Northern Railroad Company, rental for one year from September 2, 1948 to September 2, 1949, under agreement herein.

3. PASSED AND APPROVED this 21st day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 501

AN ORDINANCE 7945

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.05, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Police Department, to pay Fred Huntress, County Clerk, fee for qualifying Officer Frank Munoz, as Notary Public, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 502

AN ORDINANCE 7946

APPROPRIATING \$215.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, S. A. MUNICIPAL AIRPORT, TO PAY A. F. MONTALBO FOR PAPERING AND CANVASSING CITY OWNED HOUSE ON WETMORE ROAD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$215.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, S. A. Municipal Airport, to pay A. F. Montalbo for papering and canvassing City owned house on Wetmore Road, as per approved Purchase Order on file in the City Auditor's Office. (This is for labor charge only).

PASSED AND APPROVED on the 21st day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

AN ORDINANCE 7947

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND N. A. KALT, AN INDIVIDUAL.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on September 23, 1948 and ending on March 22, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

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

4. The amount of the rent for this property is \$70.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$70.00 each month for the term hereof, and in addition to the charges specified herein.

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

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

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 Marshal shall have control of such designations.

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

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

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

11. The Lessee agrees that 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.

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

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

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

15. 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 which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

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

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

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

19. 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.

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

21. Either party shall have the right to terminate this lease at any time during any month of the term of said lease, or during any month of any renewal thereof, upon thirty (30) days' notice in writing to the other, such notice to be computed from the date of mailing.

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

23. PASSED AND APPROVED this 21st day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

24. APPROVED AND ACCEPTED this 21st day of September, A.D. 1948.

/s/ N. A. KALT  
\* \* N. A. Kalt, Lessee

APPRO. NO. 503

AN ORDINANCE 7948

APPROPRIATING \$5,600.00 OUT OF SINKING FUND-IMPROVEMENT DISTRICT NO. 4, PAYABLE TO THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO PAY BOND AND INTEREST COUPON MATURITIES DUE OCTOBER 1, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,600.00 be and the same is hereby appropriated out of the SINKING FUND-IMPROVEMENT DISTRICT NO. 4, Payable to the National Bank of Commerce of San Antonio, Texas, to pay Bond and Interest Coupon maturities due October 1, 1948.

5 Bonds Nos. 47 to 51 inclusive of \$1,000.00 each.....	\$5,000.00
30 cpns No. 22 of \$20.00 each of Bond Nos. 47 to 76 inc.....	600.00
	\$5,600.00

PASSED AND APPROVED on the 23rd day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher  
City Clerk

\* \* \*

APPRO. NO. 504

AN ORDINANCE 7949

TRANSFERRING \$10,474.50 - \$4,000.00 FROM THE BACK TAX GENERAL FUND, \$379.48 FROM THE 1944 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, \$95.02 FROM THE 1945 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, \$2,000.00 FROM THE 1946 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT & \$4,000.00 FROM THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT TO THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$10,474.50, be and the same is hereby porderd transferred: \$4,000.00 from the Back Tax General Fund; \$379.48 from the 1944 General Fund, Taxes, Licenses, Fines etc. Account; \$95.02 from the 1945 General Fund, Taxes, Licenses, Fines etc. Account; \$2,000.00 from the 1946 General Fund, Taxes, Licenses, Fines etc. Account and \$4,000.00 from the 1947 General Fund, Taxes, Licenses, Fines etc. Account to the 1948 General Fund, Taxes, Licenses, Fines, etc. Account.

TRANSFER FROM:

Back Tax General Fund.....	\$ 4,000.00
1944 General Fund - Taxes, Licenses, Fines etc. Acct.....	379.48
1945 General Fund - Taxes, Licenses, Fines etc. Acct.....	95.02
1946 General Fund - Taxes, Licenses, Fines etc. Acct.....	2,000.00
1947 General Fund - Taxes, Licenses, Fines etc. Acct.....	4,000.00
	\$10,474.50

TRANSFER TO:

1948 General Fund, - Taxes, Licenses, Fines etc. Acct.....	\$10,474.50
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PASSED AND APPROVED on the 23rd day of September, 1948

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher  
City Clerk

\* \* \*

APPRO. NO. 505

AN ORDINANCE 7950

APPROPRIATING \$1,550.00 OUT OF THE SINKING FUND-WATER IMPROVEMENT DISTRICT NO. 6, PAYABLE TO THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6, TO PAY BOND AND INTEREST COUPON MATURITIES DUE OCTOBER 1, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,550.00, and the same is hereby appropriated out of SINKING FUND-WATER IMPROVEMENT DISTRICT NO. 6, payable to the Bexar County Water Control and Improvement District No. 6 to pay Bond and Interest Coupon Maturities due October 1, 1948 in accordance with the provisions of the contract between Bexar County Water Control and Improvement District No. 6 and the City of San Antonio, Texas, dated September 7, 1940.

1 Bond, No. 13 of \$1,000.00.....	\$1,000.00
Coupons No. 26 - 9 of \$10.00 each of Bonds Nos. 17, 19, 21-23-25-27-29-31 & 33.....	90.00
Coupons No. 26 - 23 coupons of \$20.00 each of Bonds No. 13-to 16, 18-20-22-24-26-28-30-32-34 & 35 to 44 incl.....	460.00
	\$1,550.00

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

\* \* \*

APPRO. NO. 506

AN ORDINANCE 7951

APPROPRIATING \$50,042.74 (\$50,000.00 OUT OF THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$42.74 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY TWO NOTES, NOS. 35 AND 36, PAYABLE TO THE NATIONAL BANK OF COMMERCE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1948 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay Two (2) Notes, Nos. 35 and 36 of the 1948 General Fund Series, maturing on or before May 31, 1949; and that the sum of \$42.74, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1948 General Fund Notes, Nos. 35 and 36, maturing on or before May 31, 1948.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

\* \* \*

APPRO. NO. 507

AN ORDINANCE 7952

APPROPRIATING \$1,132.10 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY THE COLLECTOR OF INTERNAL REVENUE, GOVERNMENT TAX ON ADMISSION FOR THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,132.10, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, payable to the Collector of Internal Revenue, being Tax on Admissions from August 1, 1948 to August 31, 1948 inclusive, as per statement on file in the City Auditor's Office as follows:

Governor's Palace.....	\$ 55.98
Witte Museum.....	102.96
Swimming Pools.....	973.16
	\$1,132.10

PASSED AND APPROVED this 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher, City Clerk

M A Y O R

APPRO. NO. 508

AN ORDINANCE 7953

APPROPRIATING \$10.00 OUT OF THE CITY OF SAN ANTONIO,  
STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10.00, be and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of September 23, 1948, as follows:

Emma W. Garza	Refund	\$ 4.00
City of San Antonio,	Repairs	6.00
		<u>\$10.00</u>

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 509

AN ORDINANCE 7954

ACCEPTING PROPOSAL OF BART MOORE COMPANY, FOR THE CONSTRUCTION OF A REINFORCED CONCRETE BRIDGE ON SOUTH LAREDO STREET ACROSS THE APACHE CREEK: AUTHORIZING THE MAYOR TO EXECUTE CONTRACT; AND APPROPRIATING \$49,982.00.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, THAT,

1. The proposal of Bart Moore Company, P. I. Box 6557, San Antonio, Texas, dated September 9, 1948, attached hereto and made a part hereof, for the construction of a Reinforced Concrete Bridge on South Laredo Street across Apache Creek, according to plans and specifications of the City Engineer, for a total cost of \$49,982.00, be and the same is accepted hereby.

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

3. That all other bids are rejected hereby.

4. That \$49,982.00, be and the same is appropriated hereby out of the Street and Bridge, C-45 Fund, to Bart Moore Company, for this work, to be paid on estimates approved by the City Engineer.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 510

AN ORDINANCE 7955

APPROPRIATING \$297.50 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY P. L. TSCHIRHART, FOR APPRAISAL REPORTS ON SOUTH SIDE ARTERY PROJECT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$297.50, be and the same is hereby appropriated out of Street and Bridge C-45 Fund, to pay P. L. Tschirhart, for appraisal reports on South Side Artery Project, as per approved Purchase Order on file in the City Auditor's office.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 511

AN ORDINANCE 7956

APPROPRIATING \$32,650.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY VINCENT FALBO, ET AL, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$32,650.00 be and the same is appropriated hereby out of the Streets and Bridges C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Vincent Falbo and wife, Theresa Dalbo, and Anthony Falbo, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being parts of Lots G and 3, New City Block 323, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 512

AN ORDINANCE 7957

APPROPRIATING \$115.00 TO PAY FINCK CIGAR COMPANY, FOR CLAIM TO REMOVE OVERHANG AT NORTH PECOS STREET FOR UEBAN EXPRESSWAY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, THAT,

1. The sum of \$115.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Finck Cigar Company, in settlement of claim to remove overhang on Lot 14, NCB 296, known as 407 North Pecos Street, which is for securing right-of-way for Urban Expressway.

2. The Auditor is directed to issue warrant in this amount, in accordance with the signed agreement attached hereto and made a part hereof for all intents and purposes.

3. The Auditor is directed to issue a warrant upon the delivery of the release therefor duly executed by the claimant.

PASSED AND APPROVED on the 23rd day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 513

AN ORDINANCE 7958

APPROPRIATING \$490.00 TO PAY FRITH AND GRAY, FOR FURNISHING CATERPILLAR TRACTOR & BULLDOZER, WITH OPERATOR, FOR WORK DONE ON WEST WOODLAWN AVE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$490.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frith & Gray, for furnishing Caterpillar Tractor and Bulldozer, with Operator, for work done in the 3000 block of West Woodlawn Avenue (NEW CONSTRUCTION), in accordance with proposal on file in the office of the City Clerk dated May 25, 1948, and as per approved Engineer's Estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 23rd day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 514

AN ORDINANCE 7959

APPROPRIATING \$2,667.25 TO GUARDIAN ABSTRACT & TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY AUGUSTINA CASILLAS, A FEME SOLE, AND SIXTA CASILLAS GARCIA, AND HUSBAND ENRIQUE GARCIA, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,667.85, be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Guardian Abstract and Title Company, in payment for land to be conveyed by Augustina Casillas, a feme sole, and Sixta Casillas Garcia, and husband, Enrique Garcia, to the City of San Antonio, for street widening and extension; the sum of \$1.00 being for the North 28.4 feet of Lot 2, in New City Block 2040, and the sum of \$2,666.85 being for moving and rehabilitation of improvements thereon; the land conveyed to the City of San Antonio lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

PASSED AND APPROVED on the 23rd day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 515

AN ORDINANCE 7960

APPROPRIATING \$345.50 TO PAY ED DUDERSTADT FOR DRILLING TEST HOLES AT S.A. RIVER CROSSING & ROCK CREEK CROSSING, IN CONNECTION WITH SANITARY SEWER MAINS IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$345.50, be and the same is hereby appropriated out of the Sanitary Sewer Plant and System A-47 Fund, to pay Ed Duderstadt for drilling test holes at San Antonio River and Rock Creek Crossings, in connection with Sanitary Sewer Mains, in accordance with contract on file in the City Clerk's office dated September 2, 1948, and as per approved Engineer's estimate in the office of the City Auditor.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 516

AN ORDINANCE 7961

APPROPRIATING \$3,137.40 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY McDONOUGH BROS. INC., FOR 2324 CUBIC YARDS OF CRUSHED STONE FLEXIBLE BASE MATERIAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,137.40, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay McDonough Bros. Inc., for 2324 cubic yards of Crushed Stone Flexible Base Material at \$1.35 per cubic yard, (which was placed on West Ashby, West French, Hickory, Epworth, Germania and Emory Streets), as per approved Purchase Order on file in the City Auditor's office.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 517

AN ORDINANCE 7962

APPROPRIATING \$11.25 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, SEWER MAINTENANCE, TO PAY J. FRANK GALLAGHER, CITY CLERK, AMOUNT PAID TO FRED HUNTRESS, COUNTY CLERK, FOR FILING FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$11.25, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Sewer Maintenance, to pay J. Frank Gallagher, City Clerk, amount paid to Fred Huntress, County Clerk, for filing fees, as per receipts on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 518

AN ORDINANCE 7963

APPROPRIATING \$230.74 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, FIRE DEPARTMENT, TO PAY AMERICAN-LAFRANCE FOAMITE CORPORATION FOR ONE BK-451 RADIATOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$230.74, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Fire Department, to pay American-LaFrance Foamite Corporation for One BK-451 Radiator, as per approved purchase order on file in the City Auditor's office.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 519

AN ORDINANCE 7964

APPROPRIATING \$402.02 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY THE CITY'S SHARE OF GROUP INSURANCE FOR THE MONTH OF AUGUST, COVERING VARIOUS EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$402.02, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Aenta Life Insurance Company, the City's Share of Group Insurance for the month of August, 1948, covering various employees in the following departments:

Comm. of Policenand Fire.....	\$ 5.80
Police Department.....	261.41
Fire Department.....	132.94
Fire Alarm.....	2.27
	<u>          </u>
	\$402.42

PASSED AND APPROVED on the 23rd day of September, 1948.

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

APPRO. NO. 520

AN ORDINANCE 7965

APPROPRIATING \$36.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO PAY MARY L. PORTILLO FOR RENT ON PROPERTY AT 210 SAN AGUSTINE STREET, FOR USE AS A CLINIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$36.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, to pay Mary L. Portillo for rent on property at 210 San Augustine Street, for use as a clinic, by the City Health Department from August 1, 1948 to September 30th, 1948 inclusive, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of September, 1948.

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

APPRO. NO. 521

AN ORDINANCE 7966

APPROPRIATING \$86.15 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$86.15, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Dan Quill, Postmaster, for stamps, as per approved purchase orders on file in the City Auditor's Office, as listed below:

Witte Museum.....	\$11.00
Corporation Court.....	45.09
City Clerk.....	30.06
	<u>          </u>
	\$86.15

PASSED AND APPROVED on the 23rd day of September, 1948.

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

APPRO. NO. 522

AN ORDINANCE 7967

APPROPRIATING \$225.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, CITY ATTORNEY, TO PAY THE NATIONAL INSTITUTE OF MUNICIPAL LAW OFFICERS, FOR SUBSCRIPTION TO THE MUNICIPAL LAW JOURNAL FROM JULY 1948 TO JULY 1949.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$225.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, City Attorney, to pay the National Institute of Municipal Law Officers, for Subscription to the Municipal Law Journal from July 1948 to July 1949, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of September, 1948.

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

APPRO. NO.

## AN ORDINANCE 7968

REPEALING AND ORDINANCE DIRECTING THE CONDEMNATION OF  
PROPERTY OF VINCENT FALBO, ET AL, FOR PUBLIC PURPOSES.

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

1. That an ordinance, entitled "AN ORDINANCE DIRECTING THE CITY ATTORNEY TO CONDEMN PROPERTY OF VINCENT FALBO. ET AL., FOR PUBLIC PURPOSES", passed and approved by the Commissioners of the City of San Antonio on the 24th day of August, A.D. 1948, be and the same is repealed hereby.

2. PASSED AND APPROVED this 23rd day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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## AN ORDINANCE 7969

ACCEPTING THE PROPOSAL OF T. J. LAND COMPANY, FOR RENTAL OF  
SANDBLASTING EQUIPMENT, TO BE USED AS DESIGNATED BY  
THE CITY ENGINEER.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, THAT,

1. The proposal of T. J. Lane Company, 1111 North St. Mary's Street, San Antonio, Texas, dated September 20, 1948, to furnish Sandblasting Equipment, including operation, for work designated by the City Engineer, attached hereto and made a part hereof, be and the same is accepted hereby.

2. That the payments to the Contractor shall be made on estimate approved by the City Engineer.

PASSED AND APPROVED on the 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

## AN ORDINANCE 7970

MAKING A CONTRACT FOR A TRUCK WITH PONCE BROTHERS.

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

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

2. That the Contractor will supply to the City of San Antonio, one or more (4) yard dump trucks to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

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

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

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

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

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

8. PASSED AND APPROVED this 23rd day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

9. ACCEPTED

/s/ PONCE BROS.  
Contractor

By: S. Ponce  
No. 1706 Delgado Street

\* \* \*

## AN ORDINANCE 7971

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE  
OF THE CITY LIMITS, ON THE PETITION OF NAYLOR CONST. CO.

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

1. That the petition of Naylor Const. Co., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 337 Tuttle Rd., LOT E. 50' of Lot 30, W. 40' of 31, BLOCK Blk. 2 County 5526, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor

P. C. Naylor, Jr.  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 7972

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE  
OF THE CITY LIMITS, ON THE PETITION OF NAYLOR CONST. CO.

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

1. That the petition of Naylot Const. Co., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 333 Tuttle Rd., LOT E. 5' of 28, all of 29, W. 15' of 30, BLOCK 2, County Blk. 5526, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewer; 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 23RD DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor

P. C. Naylor, Jr.  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 7973

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE  
OF THE CITY LIMITS, ON THE PETITION OF NAYLOR CONST. CO.

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

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

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 341 Tuttle Rd., LOT E. 25' of 31, all 32, BLOCK 2, County 5526, and not other person shall be permitted to sue the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor

P. C. Naylor, Jr.  
Petitioner and Licensee

## AN ORDINANCE 7974

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF  
THE CITY LIMITS, ON THE PETITION OF S. S. MAWK.

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

1. That the petition of C. C. Mawk, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 208 Ivy Lane, LOT 3, BLOCK 11, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, A.D. 1948

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ C. C. Mawk  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 7975

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF  
THE CITY LIMITS, ON THE PETITION OF IKE MEADOR, JR.

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

1. That the petition of Ike Meador, Jr., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 213 Morningside STREET, LOT 7, BLOCK 22, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Ike Meador, Jr.  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 7976

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF  
THE CITY LIMITS, ON THE PETITION OF MRS. INDIA S. DELERY.

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

1. That the petition of Mrs. India S. Delery, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 121 Aylesbury STREET, LOT 14, BLOCK 11, Terrell Hill Subdivision, and not other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 23rd DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Mrs. India S. Delery  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 7977

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE  
OF THE CITY LIMITS, ON THE PETITION OF CHARLES JEFFERS.

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

1. That the petition of Charles Jeffers, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 218 Canterbury STREET, LOT 9, BLOCK 25, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 23rd DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Charles Jeffers  
Mrs. Chas. Jeffers.  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 7978

AUTHORIZING THE MAYOR TO ENDORSE CHECK OF THE HARDWARE  
MUTUAL CASUALTY COMPANY, IN PAYMENT OF CLAIM AGAINST  
KEINGLE CONSTRUCTION COMPANY.

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

1. That the mayor is authorized to endorse check No. 14781, of the Hardware Mutual Casualty Company and make it payable to Pierce Brothers Motorcycle Company, in payment of damages incurred by the City of San Antonio to Harley-Davidson Motorcycle 99 resulting from collision with Fred Klinge Construction Company.
2. The Mayor is authorized to execute a release in consideration of \$16.70 in satisfaction of damages specified above.
3. PASSED AND APPROVED this 23rd day of September, A.D. 1948

Alfred Callaghan

ATTEST:

J. Frank Gallagher  
City Clerk

M A Y O R

\* \* \*

## AN ORDINANCE 7979

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND PAUL DAILY,  
AN INDIVIDUAL.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Paul Daily, and Individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on October 1, 1948 and ending on September 30, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. South one half of Building 646. Said structure located on Stinson Field, San Antonio, Texas and is to be used for storage only.
4. The amount of the rent for this property is \$25.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$25.00 each month for the term hereof, and in addition to the charges specified herein.
5. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
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 Marshal shall have control of such designations.
8. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same 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 these public utilities.
10. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
11. The Lessee agrees that 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.
12. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
13. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
14. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary, Fire and Police departments, for the correction, prevention and abatement of nuisances, in, upon or connected with said lease during the said term of this lease, at his own expense.
15. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demises premises, which lien shall be cumulative of the statutory lien.
16. The Lessee agrees that he will not assign this lease nor sublet and will not transfer or sell or in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.
17. Lessee shall hold and save the City harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted hereunder, whether such claim re-

sult from the negligence of the Lessee or not. In this connection, it is understood that the Lessee will obtain suitable and appropriate Public Liability Insurance and Property Damage Insurance.

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

19. 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.

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

21. Either party shall have the right to terminate this lease at any time during any month of the term of said lease, or during any month of any renewal thereof, upon thirty (30) days' notice in writing to the other, such notice to be computed from the date of mailing.

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

23. PASSED AND APPROVED this 23rd day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

24. APPROVED AND ACCEPTED this 23rd day of September, A.D. 1948.

/s/ Paul Daily  
PAUL DAILY, Lessee.

\* \* \*

APPRO. NO. 523

AN ORDINANCE 7980

ACCEPTING PROPOSAL OF KELLY CONSTRUCTION COMPANY FOR THE  
IMPROVEMENT OF McCULLOUGH AVENUE, AND APPROPRIATING \$35,000.00.

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

1. That the City of San Antonio accepts the attached written proposal of the Kelly Construction Company, offering to construct McCullough Avenue Improvement, consisting of pavement, curbs and sewers, from Cypress Street to North St. Mary's Street, in and for the City of San Antonio, in accordance with the written specifications, descriptions and drawings prepared and submitted by the City Engineer and Frank T. Drought, Engineer; provided the Contractor making said proposal shall comply with all the requirements made or to be made under this ordinance and all instruments referred to which are made a part hereof.

2. The Mayor is authorized hereby to cause and require the execution and delivery of a written contract on the standard form of the City to be drawn in accordance with said proposal, and the terms and conditions understood and required as applicable to said matter.

3. The Mayor is authorized to require and approve, on behalf of the City, the proper bond or bonds for the performance and completion of said undertaking.

4. To pay the cost and expense chargeable to the City of San Antonio by reason of the premises, \$35,000.00, or as much thereof as may be necessary, is appropriated out of the Streets and Bridges C-45 Fund and said money so appropriated shall be put and shall be kept in a separate account to be designated as "Special Fund for the Improvement of McCullough Avenue", from which special fund estimates shall be paid when presented in the manner and form prescribed by the contracts for payments to contractor on account of the City's part of said work. The remainder of the contract price shall be paid by the owners abutting upon said area, as provided in the "Improvement Ordinance" of the City of San Antonio.

5. PASSED AND APPROVED this 25th day of September, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 524

AN ORDINANCE 7981

MAKING CONTRACT WITH BEAVERS AND LODAL, FOR PROFESSIONAL SERVICES IN CONNECTION WITH CERTAIN CONSTRUCTION FOR THE SANITARY SEWERAGE SYSTEM, ITEMS 1, 2 AND 3, AS ENUMERATED BELOW; AND APPROPRIATING \$8,789.00.

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

1. That this ordinance makes and manifests the contract between the City of San Antonio, and Beavers and Lodal, a corporation, the Engineer, in words and figures as follows, WITNESSETH:

2. That the parties to these presents, each in consideration of the agreements made herein, do covenant mutually hereby as follows, to-wit:

3. The Engineer will make all plans and specifications for certain proposed improvements to the sewerage system of the City, together with all necessary connections to the existing system, identified as items.

(1) Martinez Creek sewer, from Leal to Perez Streets to manhole between West Kings Highway and Sunnit Avenue, the cost of which shall not exceed \$94,500.00;

(2) A 15" and 10" main to the Beacon Hill District from the manhole between West Kings Highway and Summit Avenue to Grant Avenue and Hildebrand, and then extending North in the Blanco Street area, the cost of which shall not exceed \$29,100.00;

(3) A Sewer from Summit and Kings Highway northwest, through Los Angeles Terrace and Green Lawn Estates to city limits, beginning with 15" and reducing to 10" size, the cost not to exceed \$35,200.00;

the total cost of the work shall not exceed \$159,800.00. The Engineer will lay out all construction work for the Contractor, furnish lines and grades, supervise and control all construction work, prepare monthly estimates for the Contractor, and in general do everything necessary to the complete engineering of the work, except such items as hereinafter specified. Engineer shall prepare preliminary estimates of the cost of the work, but such estimates are not guaranteed, and shall prepare preliminary information concerning the proposed improvements, to enable the City to decide upon the type, character and capacity of the work to be done.

4. Any element that may have been omitted in the description of the services of the Engineer, but which is fairly implied or usually performed, shall be deemed to be included in this contract and shall be done by the Engineer as if the same had been specifically stated, but without any additional charge to the City, except that the Engineer's services for the basic fees hereinafter stated do not include property, boundary, or right-of-way surveys; inspection of construction; shop, mill, field or laboratory inspection of materials; or cost of test borings or other subsurface explorations. These services, if required, shall be furnished by the City under supervision of the Engineer, or may be provided by the Engineer at actual cost.

5. The Engineer shall deliver to the City Engineer one complete set of reproducible prints of the plans, maps and drawings of the work described herein, exactly as the work is laid out and built; and three copies of such plans, specifications, maps and drawings, and in addition thereto such copies of other data pertaining to the work which the City may require for its use and record.

6. The Engineer shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and in addition to personnel required for laying out the work and giving lines and grades, shall supply on resident engineer for supervision of construction and completion of the public work designated by the Engineer. Additional supervisors or inspectors, if required, shall be furnished and paid by the City, and work under direction of the Engineer. If at any time the City shall notify the Engineer that any person employed by the Engineer is, in the opinion of the City incompetent, unskillful, disobedient or disrespectful towards any of its officers or employees, then the Engineer shall forthwith relieve such person from such job; it being understood between the City and the Engineer that such communications are confidential and privileged as between parties hereto, for the benefit of both.

7. Upon the receipt of bids by the City for the construction, the Engineer shall make the City a full report and comparison upon all bids received and the recommendation of the Engineer of the best bid. The Engineer shall prepare the City standard form of advertisement for bids and the supporting data therefor as required by law for public works, the City standard form for general contract, keep the accounts of the work, issue the estimates for payment as the work progresses, and conduct the administration of the job.

8. The City will supply all available data, plans and information in regard to the existing installation insofar as the work under this contract may require, but such information and material shall not be removed from the custody of the officers of the City.

9. The City will pay the Engineer a basic fee of 5.5 per cent of the cost of the work as it is completed and accepted by the City, at the office of the City Auditor in San Antonio, Bexar County, Texas. Payments on account of the basic fee shall be as follows: (a) Upon the completion of the detailed plans and specifications and the acceptance thereof by the City, 3.25 per cent of the estimated cost of the work shall be paid to the Engineer, whether or not the work be constructed. Such payments shall be made from time to time as plans and specifications are completed and accepted by the City for various sections or parts of the work or for items of equipment which will be purchased separately, on estimates approved by the Commissioner of Streets; (b) when the construction contract is let, 2.25 per cent shall be paid on the remainder of the basic fee, in proportion to the completed work, on the basis of estimates paid to the Contractor.

10. The "cost of the work" as herein specified shall mean the aggregate of the contract prices on contracts let by the City for the construction of the facilities designed by the Engineer. If the City elects to do work designed by the Engineer on force account, the expense of labor and material supplied by the City shall be part of the cost.

If the City performs the work or any part thereof, with its own forces without awarding a contract, the City shall make available to the Engineer a detailed statement of the cost of the work by the City the 2.25 per cent of the basic fee. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages or other money withheld from the Contractor.

11. If the execution of the work specified be abandoned by the City, the Engineer shall be paid only in the proportion that the completed work bears to the abandoned work.

12. Should a dispute arise between the Engineer and the City of Contractors, as to the specifications, plans and instructions given thereunder, or as to the execution of the work, or any part thereof, the decision of the Commissioner of Streets and Public Improvements of the City of San Antonio shall be final and conclusive; and any inconsistency or ambiguity, or the interpretation of any instruments shall be explained and decided conclusively by the Commissioner of Streets and Public Improvements, who shall give all directions, explanations or additional drawings requisite to effect the same, and to make clear any inconsistency, ambiguity or uncertainty therein.

13. The Engineer will prepare such contracts and ordinances as are necessary in connection with the State Health Department, the U. S. Public Health Service of the Federal Government and other such agencies.

14. The Engineer will further carry on all negotiations with such above-mentioned agencies, cooperating with them in preparing information and data for the final securing of bids. Engineer will likewise, at his own expense, conduct negotiations in Washington, D.C. and Austin, Texas, in order that the City will obtain the fullest benefit in money, plans and construction.

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

16. That \$8,789.00 be and the same is appropriated hereby out of the Sanitary Sewer Plant and System A-47 Fund, to be paid to the Engineer as stipulated herein.

17. PASSED AND APPROVED this 25th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

18. EXECUTED AND ACCEPTED as the contract between the City of San Antonio, and Beavers and Lodal, Engineer, for engineering services in connection with certain construction for the Sanitary Sewerage System, Items 1, 2 and 3, as enumerated herein, this 25th day of September, A.D. 1948.

BEAVERS AND LODAL

/s/By: V. L. Beaver

\* \* \*

APPRO. NO. 525

AN ORDINANCE 7982

APPROPRIATING \$144,113.18 OUT OF THE 1948 GENERAL FUND, TO  
PAY REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$144,113.18, be and the same is hereby appropriated out of the 1948 GENERAL FUND, to pay regular semi-monthly payrolls for the period ending September 30, 1948, as follows:

PUBLIC AFFAIRS IN GENERAL.....	\$ 25,591.42
TAXATION DEPARTMENT.....	6,215.00
PARKS, SANITATION & PUBLIC PROPERTY.....	15,467.39
STREETS & PUBLIC IMPROVEMENTS.....	12,293.30
FIRE & POLICE DEPARTMENTS.....	84,546.07
	<hr/>
	\$144,113.18

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher  
City Clerk

\* \* \*

APPRO. NO. 526

AN ORDINANCE 7983

APPROPRIATING \$60.00 OUT OF THE 1948 GENERAL FUND,  
PROCEEDS OF NORES, TAX ASSESSOR'S DEPARTMENT, TO PAY  
J.N.CONVERSE, JR., FOR DRAFTING OF 30 BLOCK MAP SHEETS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$60.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Tax Assessor's Department, to pay J. N. Converse, Jr., for Drafting of 30 Block Map Sheets, New City Block 8206 through 8235, West Lawn Park Addition, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 527

AN ORDINANCE 7984

APPROPRIATING \$3.85 OUT OF THE BEXAR COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. 2, PAYABLE TO CARROLL TODD,  
CHIEF DEPUTY CITY TREASURER, TO BE DEPOSITED TO THE SUP-  
PLIES ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3.85, be and the same is hereby appropriated out of the BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2, payable to Carroll Rodd, Chief Deputy City Treasurer, to be deposited to the Supplies Account to cover duplicate Check No. 890, Warrant No. 8, issued Auagust 5, 1947, payable to S. Griffin. (The original had not been paid on account of being unable to locate S. Griffin.)

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 528

AN ORDINANCE 7985

APPROPRIATING \$138.50 OUT OF THE BEXAR COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. 6. SINKING FUND, PAYABLE TO  
THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO.  
6, TO PAY DIRECTORS' FEES, SALATY OF SECRETARY AND PREMIUM  
ON SURETY BOND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$138.50, be and the same is hereby appropriated out of the Bexar County Water Control and Improvement District No. 6 Sinking Fund, payable to the Bexar County Water Control and Improvement District No. 6, to pay Directors' fees, salary of Secretary for period ending October 1, 1948 (140.00) and premium on Surety Bond for Secretary from October 1, 1948 to October 1, 1948 (\$25.00), Less back taxes collected by Improvement District No. 6 of \$26.50, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 529

AN ORDINANCE 7986

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR SUPPLIES WITH PEASLEE-GAULBERT CORPORATION, 1324 S. FLORES ST., SAN ANTONIO, TEXAS, PROPOSAL DATED 9.20/48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Peaslee-Gaulbert Corporation, 1324 S. Flores St., San Antonio, Texas.

2. An Appropriation is made hereby in the amounts of \$130.00 from the 1948 General Fund, Brackenridge Golf Department and \$26.00 from the Park Revenue Bond, 1945 Fund to pay the debts created by this Ordinance; and the issue of Warrants is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Contract to furnish the City of San Antonio with 600 pounds of Lead Arsenate (Powder) at 26¢ per pound, and appropriations to be made out of the various Departments as follows:

1948 Gen.Fund, Brackenridge Golf Course Department,	500 lbs.	\$130.00	
Park Revenue Bond, 1945 Fund	100 "	26.00	
	Total	600 "	\$156.00

PASSED AND APPROVED this 28th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 530

AN ORDINANCE 7987

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR SUPPLIES WITH ECONOMY FEED STORE, 2720 SO. PRESA STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED 9/23/48.

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

1. That this Ordinances 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 Economy Feed Store, 2720 So. Presa Street, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$752.50 from the 1948 General Fund, (various Depts.) see section 5 below Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certifications for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Contract to furnish the City of San Antonio with 7,000 lbs. Italian Rye Grass Seed @ \$10.75 cwt. net, for the total sum of \$752.50, and the said amount of \$752.50 be, and the same is hereby appropriated out of the 1948 General Fund of the various departments as follows:

Brackenridge Golf Course Department,	4,600 lbs.	\$494.50	
Riverside Golf Course Department,	2,400 "	258.00	
	Total	7,000 "	\$752.50 Total Appropriation.

PASSED AND APPROVED this 28th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 531

AN ORDINANCE 7988

APPROPRIATING \$1,510.00 OUT OF THE STREET & BRIDGE C-45 FUND, TO PAY REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,510.00, be and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND, to pay regular semi-monthly payroll for the period ending September 30, 1948, in the amount of...\$1,510.00.

PASSED AND APPROVED on the 28th day of September, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk \* \* \*

APPRO. NO. 532

AN ORDINANCE 7989

APPROPRIATING \$1,610.00 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, TO PAY REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,610.00, be and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND, to pay the regular semi-monthly payroll for the period ending September 30, 1948 in the amount of.....\$1,610.00.

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST: M A Y O R

J. Frank Gallagher

City Clerk \* \* \*

APPRO. NO. 533

AN ORDINANCE 7990

APPROPRIATING \$20.82, OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, SEWER MAINTENANCE, TO PAY MISSION CONCRETE PIPE COMPANY, FOR ONE CONCRETE MANHOLE CONE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.82, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Sewer Maintenance, to pay Mission Concrete Pipe Company for one concrete manhole cone, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST: M A Y O R

J. Frank Gallagher

City Clerk \* \* \*

APPRO. NO. 534

AN ORDINANCE 7991

APPROPRIATING \$4.00 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, POLICE DEPARTMENT, TO PAY DAN QUILL, POSTMASTER, RENT FEE FOR POST OFFICE BOX 1508.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Police Department, to pay Dan Quill, Postmaster, rent fee for Post Office Box 1508, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 28th day of September, 1948.

Alfred Callaghan

ATTEST: M A Y O R

J. Frank Gallagher

City Clerk \* \* \*

APPRO. NO. 535

AN ORDINANCE 7992

ACCEPTING PROPOSAL OF ECONOMY FEED STORE, 2720 SO. PRESA ST., SAN ANTONIO, TEXAS, TO FURNISH WILLOW SPRINGS GOLF COURSE (PARK REVENUE BOND, 1945 FUND) WITH 500 LBS. ITALIAN RYE GRASS SEED @ \$10.75 CWT. NET, AND 800 LBS. RED TOP GRASS SEED @ \$80.00 CWT. NET, AND APPROPRIATING THE TOTAL SUM OF \$693.75 OUT OF THE PARK REVENUE BOND, 1945 FUND, IN PAYMENT OF SAME.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the proposal of Economy Feed Store, be and the same is hereby accepted, to furnish Willow Springs Golf Course (Park Revenue Bond, 1945 Fund) with 500 lbs. Italian Rye Grass Seed @ \$10.75 cwt, net; and 800 lbs. Red Top Grass Seed @ \$80.00 cwt. net; and appropriating the total sum of \$693.75 out of the Park Revenue Bond, 1945 Fund, in payment of same.

PASSED AND APPROVED on the 28th day of September, 1948.

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

APPRO. NO. 536

AN ORDINANCE 7993

APPROPRIATING \$87.50 OUT OF THE ADVERTISING FUND, TO PAY REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$87.50, be and the same is hereby appropriated out of the ADVERTISING FUND, to pay regular semi-monthly Secretarial payroll for the period ending September 30, 1948, in the amount of...\$87.50.

PASSED AND APPROVED on the 28th day of September, 1948.

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

APPRO. NO. 537

AN ORDINANCE 7994

REPEALING ORDINANCE NO. 481 OF SEPTEMBER 16TH, 1948, TRANSFERRING \$156.45 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO THE COMMERCE BUILDING FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$156.45, be and the same is hereby repealed, being Appropriation No. 481, dated September 16th, 1948 out of the 1948 General Fund, Proceeds of Notes, Health Department, to the Commerce Building Fund,

PASSED AND APPROVED on the 28th day of September, 1948.

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

APPRO. NO. 538

AN ORDINANCE 7995

TRANSFERRING \$156.45 FROM THE COMMERCE BUILDING FUND TO THE 1948 GENERAL FUND, PROCEEDS OF NOTES, FOR CREDIT OF HEALTH DEPARTMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$156.45, be and the same is hereby ordered transferred from the Commerce Building Fund, to the 1948 General Fund, Proceeds of Notes, for credit of Health Department, to cover like amount paid out of the General Fund to the City Public Service Board on August 19th, 1948, being part of Warrant No. 160 issued under Ordinance No. 327.

TRANSFERRED FROM:  
COMMERCE BUILDING FUND.....\$156.45  
TRANSFERRED TO:  
1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT.....\$156.45

PASSED AND APPROVED on the 28th day of September, 1948.

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

APPRO. NO. 539

AN ORDINANCE 7996

APPROPRIATING \$16.40 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, PAYABLE TO DR. AUSTIN E. HILL, DIRECTOR OF PUBLIC HEALTH, FOR INCIDENTAL EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$16.40, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, payable to Dr. Austin E. Hill, Director of Public Health, to be used for incidental expenditures of the Health Department as provided by Section No. 16 of the Finance Ordinance.

PASSED AND APPROVED on the 28th day of September, 1948.

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

APPRO. NO. 540

AN ORDINANCE 7997

APPROPRIATING \$175.00 OUT OF THE AIRPORT ADMIN. BLDG. B-45 FUND, TO PAY REGULAR SEMI-MONTHLY AIRPORT ENGINEER'S PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$175.00, be and the same is hereby appropriated out of the AIRPORT ADMIN, BLDG., B-45 FUND, to pay regular semi-monthly Airport Engineer's payroll for the period ending September 30, 1948, in the amount of.....\$175.00.

PASSED AND APPROVED on the 28th day of September, 1948.

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

AN ORDINANCE 7998

MAKING A CONTRACT FOR A TRUCK WITH R. C. WHITIS.

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

- 1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:
2. That the Contractor will supply the City of San Antonio, one or more (4) yard dump trucks, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, therebeing no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinances, before the City is bound.

8. PASSED AND APPROVED this 28th day of September, 1948.

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

9. ACCEPTED: /s/ R. C. Whitis
No. 1405 Lee Hall Street

\* \* \*

## AN ORDINANCE 7999

ACCEPTING EASEMENT OF GUY A THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, FOR SEWAGE LINES ACROSS RIGHT-OF-WAY.

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

A municipal Corporation of the State of Texas that said corporation's Mayor, be and he is hereby duly authorized and fully empowered to enter into and execute, for and in the name of said corporation, one certain written agreement, dated September 21st, 1948, between said corporation and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, herein called Carrier, respecting among certain things the Construction, ownership, operation, maintenance and use of nine certain 8-inch sewer lines crossing Carrier's premises at Engineer's Chaining Stations 13581/30, 13584/20, 13586/90, 13589/70, 13591/60, 13595/40, 13598/10, 13604/00, and 13606/90, in San Antonio, Bexar County, Texas, all as more particularly set out in said agreement, to which reference is made the same as if fully set out herein.

PASSED AND APPROVED this 28th day of September, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

## AN ORDINANCE 8000

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF STEVE POGUE.

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

1. That the petition of Steve Pogue, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 708 Terrell Rd., LOT 23, BLOCK 5033, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 28TH DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Stephen H. Pogue

Mrs. S. H. Pogue  
Petitioner and Licensee

\* \* \*

AN ORDINANCE 8001

MAKING CONTRACT BETWEEN H. R. F. HELLAND, CONSULTING ENGINEER, AND CITY OF SAN ANTONIO, FOR ENGINEER FIELD PARTIES.

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

1. That this ordinance, together with the attached document which is made a part hereof for all intents and purposes, makes and manifests the contract between the City of San Antonio and H. R. F. Helland, Consulting Engineer, Frost Bank Building, San Antonio, Texas, for furnishing field parties as described therein, and the Mayor is authorized to hereby sign this document.

2. PASSED AND APPROVED this 28th day of September, A.D. 1948.

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

APPRO. NO. 541 AN ORDINANCE 8002

APPROPRIATING \$25,026.71 (\$25,000.00 OUT OF THE 1948 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$26.71 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY ONE (1) NOTE, NO. 37, PAYABLE TO THE NATIONAL BANK OF COMMERCE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1948 General Fund, Taxes, Licenses, Fines ect. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 37, of the 1948 General Fund Series, maturing on or before May 31, 1948; and that the sum of \$26.71, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1948 General Fund Note, No. 37, maturing on or before May 31, 1948.

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

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

APPRO. NO. 542 AN ORDINANCE 8003

APPROPRIATING \$298.48 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY SOUTHWESTERN BELL TELEPHONE COMPANY FOR TELEPHONE SERVICE FOR THE MONTH OF AUGUST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$298.48, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Southwestern Bell Telephone Company for Telephone Service for the month of August, 1948, for the following Departments:

Dept. of Public Affairs in General.....	\$ 298.48
Dept. of Sanitation, Parks & Public Property	121.45
Dept. of Streets & Public Imp.....	25.50
Dept. of Fire and Police.....	111.08
	<hr/>
	\$298.48

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

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

APPRO. NO. 543

AN ORDINANCE 8004

APPROPRIATING \$637.50 TO PAY STICH PLUMBING AND UTILITIES,  
FOR RENTAL ON BUCKEYE DITCHING MACHINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$637.50, be and the same is hereby appropriated out of the Sanitary Sewer Plant & System A-47 Fund, to pay Stich Plumbing and Utilities, for rental on Buckeye Ditching Machine in the 500 block of Senisa Drive, in accordance with contract on file in the office of the City Clerk, and as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 544

AN ORDINANCE 8005

APPROPRIATING \$1,086.00 TO PAY PONCE BROS. FOR HAULING  
GRAVEL IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,086.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Ponce Bros. for hauling gravel; 584 cubic yards (32 quarter miles @ 0.02½¢ per yd) @ 0.80c per yard (hauled from Hood Pit to E. Crockett Street) \$467.20; 884 cubic yards gravel (28 quarter mies @ 0.02½¢ per 1/4 yard) @ 0.70¢ per yard (hauled from Hood Pit to Candler Avenue) \$618.80, in accordance with contract on file in the office of the City Clerk dated September 23, 1948, and as per approved Engineer's estimate in the City Auditor's office.

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 545

AN ORDINANCE 8006

APPROPRIATING \$550.00 TO PAY T. J. LANE COMPANY FOR  
FURNISHING SANDBLASTING EQUIPMENT, INCLUDING OPERATION,  
FOR WORK DONE ON NAVARRO STREET BRIDGE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$550.00, be and the same is hereby appropriated out of the 1948 General Fund, Street Maintenance, Proceeds of Notes, to pay T. J. Lane Company, for furnishing Sandblasting Equipment, including operation, for work done on Navarro Street Bridge, between Crockett and College Streets, in accordance iwth contract on file in the office of the City Clerk dated September 23, 1948, and as per approved Engineer's estimate in the office of the City Auditor.

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 546

AN ORDINANCE 8007

ACCEPTING PROPOSAL OF WAHRMUND-LOGAN COMPANY, FOR CONSTRUCTION OF SANITARY SEWER MAIN ON SALTILLO AND SMITH STREETS; AUTHORIZING THE MAYOR TO EXECUTE CONTRACT; AND APPROPRIATING \$61,799.68

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

1. The proposal of Wahrmond-Logan Company, of 422 Hays Street, San Antonio, Texas, dated September 23, 1948, attached hereto and made a part hereof, for the construction of Sanitary Sewer Mains on South Smith Street, from South Laredo Street to Saltillo Street, and on Saltillo Street, from South Brazos to South San Marcos Street, according to plans and specifications of the City Engineer, for a total consideration of \$61,799.68, be and the same is accepted hereby.

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

3. That all other bids are rejected hereby.

4. That \$61,799.68 be and the same is appropriated hereby out of the Sanitary Sewer Plant and System A-47 Fund, to Wahrmond-Logan Company, for this ~~work~~, to be paid on estimates approved by the City Engineer.

PASSED AND APPROVED on the 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 547

AN ORDINANCE 8008

APPROPRIATING \$15.00 OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT, FOR REFUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$15.00, be and the same is hereby appropriated out of the Street Excavation Trust Account for refund, as per City Engineer's letter, September 29, 1948, as follows:

Mrs. J. T. Mooney	Refund	\$15.00
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PASSED AND APPROVED on the 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 548

AN ORDINANCE 8009

APPROPRIATING \$682.47 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, TO PAY MISSION CONCRETE PIPE COMPANY FOR CONCRETE PIPES FOR MANHOLES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$682.47, be and the same is hereby appropriated out of the Sanitary Sewer Plant & System A-47 Fund, to pay Mission Concrete Pipe Company for concrete pipe for manholes, as per approved purchase order on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

APPRO. NO. 549

AN ORDINANCE 8010

APPROPRIATING \$1,294.50 TO PAY FRANK P. McELWRATH, JR., FOR FURNISHING MOTOR GRADER, WATER TRUCK AND ROLLER, WITH OPERATORS, FOR WORK DONE ON VARIOUS STREETS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,294.50, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frank P. McElwrath, Jr., for furnishing Motor Grader, Water Truck and Roller, with Operators, for work done on Woodlwan, Emory, West French, Candler, Nevada and Drexel (NEW CONSTRUCTION), in accordance with contract on file in the office of the City Clerk dated May 18, 1948, and as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher, City Clerk

M A Y O R

APPRO. NO. 550

AN ORDINANCE 8011

MAKING CONTRACT BETWEEN M. L. DIVER, CONSULTING ENGINEER, AND THE CITY OF SAN ANTONIO, FOR PREPARATION OF PLANS AND SPECIFICATIONS IN CONNECTION WITH CONSTRUCTION OF SANITARY SEWER MAINS ON SALTILLO AND SMITH STREETS; AND APPROPRIATING \$1,200.00.

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

- 1. That this ordinance, together with the attached proposal which is made a part hereof for all intents and purposes, makes and manifests the contract between the City of San Antonio and M. L. Diver, Consulting Engineer, 1104 1/2 Main Avenue, San Antonio, Texas, for professional engineering services, in connection with the construction of Sanitary Sewer Mains on South Smith Street, from South Laredo Street to Saltillo Street, and on Saltillo Street, from South Brazos Street to South San Marcos Street, and the Mayor is hereby authorized to sign this document.
- 2. That payments to M. L. Diver, shall be made on estimate approved by the City Engineer.
- 3. That \$1,200.00, be and the same is appropriated hereby out of the Sanitary Sewer Plant and System A-47 Fund, to M. L. Diver, Consulting Engineer, for this work.
- 4. PASSED AND APPROVED this 30th day of September, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 551

AN ORDINANCE 8012

APPROPRIATING \$342.00 TO PAY ANTONIO CARMONA (\$180.00) AND JOE M. GARCIA (162.00) FOR HAULING GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$342.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay for hauling gravel in the 100 block of Hamilton Street, 3200 and 3300 blocks Guadalupe Street, and 200 block of Cooper Street (NEW WORK), in accordance with contracts on file in the office of the City Clerk dated February 19, 1948 and August 26, 1948, and as per approved Engineer's estimates on file in the office of the City Auditor.

ANTONIO CARMONA	
427 Hawthorne Street.....	\$180.00
JOE M. GARCIA	
2014 Tampico Street.....	\$162.00
	\$342.00

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 552

AN ORDINANCE 8013

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,000.00, be and the same is hereby appropriated out of the 1948 General Fund, Parking Meter Account, to pay Magee-Hale Park-O-Meter Company, Oklahoma City, \$1,000.00 to cover installment No. 20 on 500 Meters as per contract ordinance of August 22nd, 1946 and \$2,000.00 to cover installment No. 19, on 1000 meters, as per contract ordinance of January 18th, 1947.

PASSED AND APPROVED on the 30th day of September, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 553

AN ORDINANCE 8014

APPROPRIATING \$14,991.65 OUT OF THE POLICE & FIREMEN'S PENSION FUND, TO PAY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$14,991.65, be and the same is hereby appropriated out of the POLICE & FIREMEN'S PENSION FUND, to pay payrolls for the period ending September 30, 1948, in the amount of.....\$14,991.65.

PASSED AND APPROVED on the 30th day of September, 1948.

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

APPRO. NO. 554

AN ORDINANCE 8015

APPROPRIATING \$450.00 OUT OF THE ADVERTISING FUND, TO PAY DAN QUILL, POSTMASTER, FOR 10,000 - 4 1/2 CENT PRE-CANCELLED POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$450.00, be and the same is hereby appropriated out of THE ADVERTISING FUND, to pay Dan Quill, Postmaster, for 10,000.00 - 4 1/2 cent precancelled postage stamps, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of September, 1948.

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

APPRO. NO. 555

AN ORDINANCE 8016

APPROPRIATING \$816.12 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, PAYABLE TO THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, FOR SALARY OF L. J. FITE, FOOD HANDLER INSTRUCTOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$816.12, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Health Department, payable to the San Antonio Independent School District for salary of L. J. Fite, Food Handler Instructor, as per approved statement on file in the City Auditor's office. (Payable monthly at the rate of \$90.68).

PASSED AND APPROVED on the 30th day of September, 1948.

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

APPRO. NO. 556

AN ORDINANCE 8017

APPROPRIATING \$109.21 OUT OF THE 1948 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$109.21, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay Dan Quill, Postmaster, for postage stamps, as per approved purchase orders on file in the City Auditor's Office, as listed below:

Corporation Court.....\$105.21  
Stinson Field..... 4.00  
\$109.21

PASSED AND APPROVED on the 30th day of September, 1948.

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

## AN ORDINANCE 8018

MAKING A DEED OF EXCHANGE BETWEEN THE CITY OF SAN ANTONIO AND VINCENT FALBO, AND WIFE, THERESA FALBO, AND THE ACCEPTANCE OF THE DEED OF VINCENT FALBO, AND WIFE THERESA FALBO, AND ANTHONY FALBO.

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

1. That this ordinance makes and manifests the deed of the City of San Antonio to Vincent Falbo, and wife, Theresa Falbo, and the acceptance of the deed of Vincent Falbo, and wife, Theresa Falbo, and Anthony Falbo. for the consideration hereinafter stated, and in consideration of the execution of this instrument and the exchange of land;
2. That the City of San Antonio, a municipal corporation, of Bexar County, Texas, for and in consideration of the premises, has granted, sold and conveyed, and by these presents does grant, sell and convey to Vincent Falbo, and wife, Theresa Falbo, of Bexar County, Texas, all that certain tract of land out of Lot C. New City Block 323, in the City of San Antonio, Bexar County, Texas, not required by the City of San Antonio for right-of-way for the new Urban Expressway, and which is hereby expressly reserved unto the City of San Antonio, being described by metes and bounds, as follows, to-wit:
3. BEGINNING at a point of intersection of the west line of San Saba Street and the division line between Lot B and Lot C, said point being also the southeast corner of Lot C, New City Block 323, in the City of San Antonio;
4. THENCE, in w westerly direction along the division line between Lot B and Lot C, a distance of 119.3 feet, more or less, to a point on the division line between Lot A-12 on the west and Lots B and C, on the east, said point being also the southwest corner of Lot C;
5. THENCE, in a northerly direction along the division line between Lot C on the east and Lots A-12 and 3 on the west, a distance of 93.0 feet, more or less, to a point on the division line between Lot 3 on the north and Lot C on the south, said point being also the northwest corner of Lot C;
6. THENCE, in an easterly direction along the division line between Lot 3 and Lot C, a distance of 79.34 feet, more or less, to a point, said point being 39.96 feet westward from the west line of San Saba Street measured along the division line between Lot 3 and Lot C;
7. THENCE, in a southeasterly direction across Lot C, a distance of 64.42 feet, more or less, to the point or place of beginning.
8. To have and to hold the said premises, together with all the right, title and interest conveyed hereby, in and to the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Vincent Falbo, and wife, Theresa Falbo, their heirs and assigns forever, and the grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to said premises unto the grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under it.
9. It is expressly agreed and understood that if the remaining property of the grantor in said Lot C shall be used as a "Freeway", the owners of the property herein conveyed, their heirs and assigns, shall not have the right of ingress or egress thereto.
10. Vincent Falbo, and wife, Theresa Falbo, and Anthony Falbo, of Bexar County, Texas, in consideration of the premises and the payment of \$32,650.00 cash by the City of San Antonio, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the City of San Antonio, a municipal corporation, of Bexar County, Texas, that certain tract or parcel of land lying and being situated within the corporate limits of the City of San Antonio in Bexar County, Texas, described as follows, to-wit:
11. Parts of Lot G and 3, New City Block 323, in Bexar County, Texas, such parts of lots G and 3 being described by metes and bounds as follows, to-wit:
12. BEGINNING at a point on the division line between Lot F and G, New City Block 323, in the City of San Antonio, said point being 88.60 feet eastward from the northwest corner of Lot G measured along the division line between Lot F and Lot G;
13. THENCE, in a southerly direction in a straight line across Lot G. a distance of 52.1 feet, more or less, to a point on the division line between Lot G and Lot 3, said point being 88.60 feet eastward from the northwest corner of Lot 3 measured in a straight line along the division line between Lot G and Lot 3;
14. THENCE, in a southeasterly direction in a straight line across the north 37.5 feet of Lot 3, a distance of 35.44 feet, more or less, to a point on the division line between the north 37.5 feet of Lot 3 and the south 37.8 feet of Lot 3, said point being 98.60 feet eastward from the west line of Lot 3 measured along the said division line between the north 37.5 feet of Lot 3 and the south 37.8 feet of Lot 3;
15. THENCE, in a southeasterly direction in a straight line across the south 37.8 feet of Lot 3, a distance of 48.4 feet, more or less, to a point on the division line between Lot 3 and Lot C, said point being 79.34 feet eastward from the northwest corner of Lot C measured along the said division line between Lot 3 and Lot C;
16. THENCE, in a westerly direction along the division line between Lot 3 and Lot C, a distance of 79.34 feet to a point on the division line between Lot 3 on the west and Lot C on the east, said point being also the northwest corner of Lot C;
17. THENCE, in a southerly direction along the division line between Lot C and Lot 3, a distance of 8.1 feet, more or less, to a point on the division line between Lot 3 and Lot A-12. said point being the northeast corner of Lot A-12;

18. THENCE, in a westerly direction along the division line between Lot 3 and Lot A-12, a distance of 49.3 feet to a point which is the boundary corner of Lots 3, 4, A-11 and A-12. said corner being 168.6 feet eastward from the east line of North Pecos Street measured along the division line between Lot 4 on the north and Lots A-10 and A-11 on the south;

19. THENCE, in a northerly direction along the division line between Lots 4, A-9 and 6 on the west and Lots 3 and G on the east, a distance of 132.0 feet, more or less, to a point on the division line between Lot F and Lot G, said point being the northwest corner of Lot G and being 168.6 feet eastward from the east line of North Pecos Street measured along a line parallel to the south line of Morales Street;

20. THENCE, in an easterly direction along the division line between Lot F and Lot G, a distance of 88.60 feet to the point or place of beginning.

21. To have and to hold the said premises, together with all rights, hereditaments and appurtenances thereto belonging unto the City of San Antonio, its successors and assigns forever, and grantors do hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend the title to said property unto the City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

22. Said consideration being also in full accord and satisfaction of all damages to the grantors or to the property caused by the widening, straightening, opening or changing of the adjacent street; and to deliver possession to the City of San Antonio, free from all claims of any person.

23. The consideration specified herein includes full accord, satisfaction and compensation for all demands and damages to the remaining property of the seller, if any; and, if the property conveyed is used as a "Freeway", the owner of the remaining property shall not have the right of ingress or egress thereto.

24. And the grantors bind themselves, their heirs and assigns, to remove forthwith, at their expense, all buildings and obstructions from the tract here described, and to deliver possession to the City of San Antonio free from all claims of any person.

25. Any implied lien resulting from the exchange of real estate is hereby released.

26. In testimony whereof, the City of San Antonio, a municipal corporation, acting by its Mayor, Alfred Callaghan, duly authorized hereby, does hereby sign, execute and deliver this instrument, attested by the City Clerk with the corporate seal of said City affixed hereto.

27. PASSED, APPROVED AND EXECUTED this 30th day of September, A.D. 1948.

ATTEST:

CITY OF SAN ANTONIO

J. Frank Gallagher  
City Clerk

/s/By: Alfred Callaghan  
Alfred Callaghan  
M A Y O R

28. Witness the signatures of Vincent Falbo, and wife, Theresa Falbo, and Anthony Falbo, on the 28th day of September, 1948.

APPROVED AND TO FORM

COBBS, JR.  
City Attorney

/s/ Vincent Falbo  
Vincent Falbo

Theresa Falbo  
Theresa Falbo

Anthony Falbo  
Anthony Falbo  
\*

\* \* \*

AN ORDINANCE 8019

MAKING A CONTRACT FOR A TRUCK WITH IGNACIO PEREZ

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

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

2. That the Contractor will supply the City of San Antonio, one four (4) yard dump truck, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

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

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

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

6. It is the intention of the parties that the Contractor will be independent; and that the relation of principal and agent nor master and servant shall exist.

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

8. PASSED AND APPROVED this 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

9. ACCEPTED: /s/ Ignacio Perez No. 153 Henry Street  
Ignacio Perez, Contractor 4-Yd. Truck

\* \* \*

AN ORDINANCE 8020

MAKING A CONTRACT FOR A TRUCK WITH DANIEL TREVINO

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:
2. That the Contractor will supply the City of San Antonio, one four (4) yard dump truck, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. That the Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinances, before the City is bound.

8. PASSED AND APPROVED this 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

9. ACCEPTED: Daniel Trevino No. 208 Maury Street  
Daniel Trevino, Contractor Lic.#M. M. 876

\* \* \*

AN ORDINANCE 8021

MAKING A CONTRACT FOR A TRUCK WITH BENNY M. CARREON

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:
2. That the Contractor will supply the City of San Antonio, one four (4) yard dump truck, to deliver gravel, furnished by the City from the City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinances, before the City is bound.

8. PASSED AND APPROVED this 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

9. ACCEPTED: /s/ Benny M. Carreon No. 705 Bigfoot Street  
Benny M. Carreon, Contractor Lic. #M. M. 4966

## AN ORDINANCE 8022

## CHANGING THE NAMES OF CERTAIN STREETS.

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

1. The names of the certain streets hereinafter specified, be and the same are changed as hereinafter indicated:

<u>Present Name</u>	<u>From</u>	<u>To</u>	<u>New Name</u>
Virginia Avenue	St. Louis Avenue	Lake Drive	Fordham Drive
Park Hill Court	McCullough Avenue	Howard St.	Bantry Court
First Street	Division Avenue	Beatrice St.	Weinberg Street.

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

PASSED AND APPROVED on the 30th day of September, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

## AN ORDINANCE 8023

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE  
OF THE CITY LIMITS, ON THE PETITION OF W. W. FLANNERY.

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

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

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

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

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 412 Sheratin Dr., LOT 12, BLOCK 19, C.B. 5572, Terrell Hills Addition, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 30th DAY OF SEPTEMBER, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ W. W. Flannery  
Petitioner and Licensee

\* \* \*

## AN ORDINANCE 8024

## MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND GULF NATIONAL COACH MANUFACTURING COMPANY.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Gulf National Coach 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 considerations herein set out, for the term beginning on October 1, 1948 and ending on September 30, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. Buildings 523 and 524. Said structures located on Stinson Field, San Antonio, Texas and are to be used for the storage and repair of automobiles and busses.
4. The amount of the rent for this property is \$160.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$160.00 each month for the term hereof, and in addition to the charges specified herein.
5. Lessor reserves the right upon 90 days written notice to declare cancelled any provision of this contract that may interfere with any permanent construction necessitated for the expansion of the Airport, or such written notice as the Federal Government may require, if satisfactory agreement cannot be arranged for the transfer of any property mentioned herein by the Federal Government to the City of San Antonio.
6. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
7. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.
10. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in the attached Exhibit "B".
12. 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.
13. 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.
14. 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.
15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary, Fire and Police departments, for the correction, prevention and abatement of nuisances, in, upon or connected with said lease during the said term of this lease, at his own expense.
16. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

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

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

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

20. 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.

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

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

23. PASSED AND APPROVED this 30th day of September, A.D. 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

24. APPROVED AND ACCEPTED this 24th day of September, A.D. 1948.

----- Reichstein  
President

\* \* \*

APPRO. NO. 557

AN ORDINANCE 8025

APPROPRIATING \$32,867.91 OUT OF THE 1948 GENERAL FUND,  
TO PAY PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$32,867.91, be and the same is hereby appropriated out of the 1948 GENERAL FUND, to pay per diem pay-rolls for hte period ending September 30, 1948. as follows:

PUBLIC AFFAIRS IN GENERAL.....	\$	729.38
TAXATION DEPARTMENT .....		792.00
PARKS, SANITATION & PUBLIC PROPERTY.....		22,974.45
STREETS & PUBPIC IMPROVEMENTS.....		8,343.58
FIRE & POLICE DEPARTMENTS.....		28.00
TOTAL.....	\$	32,867.91

PASSED AND APPROVED on the 2nd day of October, 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

\* \* \*

APPRO. NO. 558

AN ORDINANCE 8026

APPROPRIATING \$705.00 OUT OF THE 1948 GENERAL FUND, PRO-  
CEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT  
HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$705.00, be and the same is hereby appropriated out of the 1948 General Fund, Proceeds of Notes, Various Departments, to pay for Independent Hire of Teams and Trucks for period of September 16th, 1948 to September 30th, 1948, inclusive, as per approved Engineer&s estimates on file in the City Auditor's Office, out of the following Departments: