

3-30-55

NPC:er

city's copy

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT WITH MRS. EFFA STARLING FOR
CONCESSION IN CITY PUBLIC HEALTH BUILDING.

* * * * *

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

1. That the City Manager be and he is hereby directed to execute on behalf of the City, a contract with Mrs. Effa Starling, 405 South Presa Street, Apartment Number 3, San Antonio, Texas, for concession privileges in the Public Health Building.

2. That a copy of said contract is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 7th day of April
A.D., 1955.

Rancho
M A Y O R

ATTEST:

Paul Salo
City Clerk

APPROVED AS TO FORM

Corgan
ASS'T CITY ATTORNEY

132

3-30-22

[Handwritten signature]

BY ORDINANCE

CONCESSION IN CITY PUBLIC HEALTH BUILDING
A CONTRACT WITH MRS. EFFA STARLING FOR
AUTHORIZING THE CITY MANAGER TO EXECUTE

THE BOARD OF SUPERVISORS OF THE CITY OF SAN FRANCISCO DO HEREBY ORDER:

IN THE PUBLIC HEALTH BUILDING
NUMBER 3, 207
WITH MRS. EFFA
DIRECTED TO BE
I.

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH MRS. EFFA
STARLING FOR CONCESSION IN CITY
PUBLIC HEALTH BUILDING.

HEREBY SHE HAS
copy of said contract is attached

APPROVED this 7th day of April

[Handwritten signature]

ATTEST:

[Handwritten signature]
CITY CLERK

RECORDED

APR 12 10 10 AM

[Handwritten signature]

STATE OF TEXAS
COUNTY OF BEXAR

This contract made and entered into by and between the City of San Antonio, acting through its City Manager, hereinafter called "City", and (Mrs.) Effa Starling, a feme sole, hereinafter called "grantee", witnesses:

1. That the City does hereby grant exclusive concession privileges in the Public Health Building to said grantee.
2. That the concession granted shall be from month-to-month commencing the first day of March, 1955, at a monthly rental of \$35.00 per month, payable monthly in advance on the first day of each month to the City at the office of the License and Dues Collector, City Hall.
3. That the grantee shall not violate any statute, ordinance or regulation of the City of San Antonio, in the operation of such concession.
4. That grantee shall not sublet or assign said concession, or any part thereof, without obtaining the City's written consent.
5. That fixtures and equipment installed and used on the premises with the permission of the Director of Public Health, shall remain the property of the grantee.
6. Grantee shall keep and maintain the premises in a clean and sanitary condition, and at the termination of this agreement shall surrender the premises and equipment to the City in as good condition as when received, ordinary wear excepted.
7. That the exact location of said concession shall be subject to approval by the Director of Public Health.

8. That said concession shall be open for business from 8:00 A.M. to 5:00 P.M. daily, Monday through Friday, except upon City holidays; provided that grantee may operate said concession at additional times with the approval of the Director of Public Health.

9. This agreement and the concession hereby granted may be terminated at the end of any month by either party hereto by prior written notice to the other party given ten days prior to the last day of the month.

10. That grantee shall not sell or dispense alcoholic or intoxicating beverages at such concession.

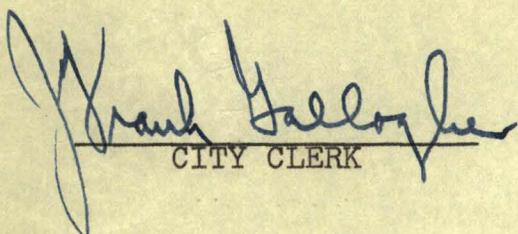
11. That grantee may sell food, drink and other items customarily sold at concession or cigar stands in office buildings; provided, however, that no food or drink shall be cooked or prepared on the premises.

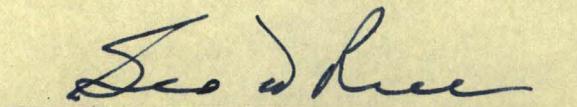
12. That grantee shall make no alterations or additions to the premises without the written consent of the Director of Public Works.

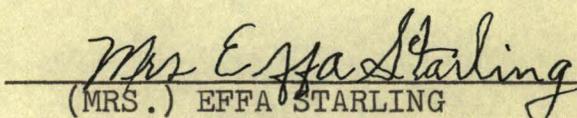
13. That grantee shall operate said concession as an Independent Contractor and not as agent or employee of the City.

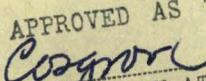
14. That grantee hereby agrees to indemnify and save the City harmless from any loss, damage or liability, claims, demands or causes of action, arising under this agreement or resulting from any act or default of grantee, her agents or employees.

EXECUTED this 7th day of April A.D., 1955.


CITY CLERK


CITY MANAGER


(MRS.) EFFA STARLING
A Single Woman, Grantee.

APPROVED AS TO FORM

ASS. CITY ATTORNEY

APR 7 1955

21122

Concession^{A 1}

C O N T R A C T

Health Bldg

L + Cs "S"

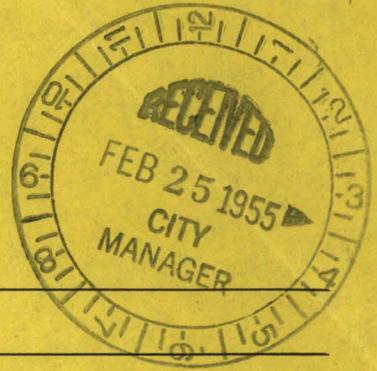
CITY ATTORNEY'S OFFICE
SAN ANTONIO, TEXAS

PASSED AND APPROVED	
APR 7 1955	
Council Meeting	19
<i>Frank Gallagher</i> City Clerk	
RECORDED	
Minute Book	Page 392
Ordinance Book	Page 67

City of San Antonio
and
Mrs. Effa Starling,
a single woman, Grantee.

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet



TO: City Manager

FROM: Director of Public Health

COPIES TO: City Attorney

SUBJECT: Transfer of Lease of Concession Stand in Commerce Building

Date 25 February 1955

The City Health Department has no objection to the transfer of operation of the concession stand in the lobby of the Commerce Building from Mr. Ed Lewis to Mr. William B. Bartlett, 303 E Mayfield Blvd.

We are interested in the continuance of operation of the concession stand, which serves a useful need to the employees of this building.

L. E. Silverthorn M.D.
L.E. Silverthorn, M.D.
Director of Public Health

LES:ab

RECEIVED

FEB 28 1955

CITY ATTORNEY'S OFFICE

VOTE

4/7 5

Meeting of the City Council _____, 195

Resolution } Motion by Member of Council _____
 Ordinance }

Approp. No. _____ Ord. No. 21,122

	Roll Call	Aye	Nay	Aye	Nay
EMIL O. SCHERLEN Member of Council Pl. 1		✓			
JOHN OLIVER Member of Council Pl. 2		X			
WALTER F. RUDELOFF Member of Council Pl. 3		X			
H. L. DILLASHAW Member of Council Pl. 4		✓			
RAYMOND RUSSELL, Jr. Member of Council Pl. 5		✓			
R. N. WHITE Member of Council Pl. 6		✓			
GLENN B. LACY Member of Council Pl. 7		✓			
Wm. L. BARRETT, Jr. Member of Council Pl. 8		✓			
HENRY B. GONZALEZ Member of Council Pl. 9		X			

*To adhere to
 minutes signature*