

You are hereby notified that a change in the assessed valuation of the property herein above described has been recommended. If you desire to protest the value as indicated, the Board of Equalization will hear your objections on any day from _____ except Saturdays, until _____. Otherwise the value will be fixed as recommended above. Your protest must be in writing, addressed to the Board of Equalization, City Hall, San Antonio, Texas. Please bring this notice with you.

Assessor and Collector of Taxes

When the Board of Equalization has completed its action on the assessment sheets, the same shall be returned to the Assessor and valuations not changed by the Board of Equalization shall stand approved as fixed in the respective assessment sheets, unless the action of the Tax Assessor and of the Board of Equalization is appealed from to the City Council. All such appeals shall be made within thirty (30) days from the final action of such Assessor and/or Board and when so made the City Council shall hear evidence, ascertain facts and render its decision on such appeal.

SECTION 21-268. Any act or duty enjoined upon the Assessor and Collector of Taxes in this Ordinance may be done by his deputy.

SECTION 21-269. Should any property be listed or assessed for taxation after the 31st day of August of any year, or should the Assessor or his deputy fail to administer the oath, or attest the same, or should the person rendering property for taxation fail to subscribe the list, yet the assessment shall nevertheless be as valid and binding to all intents and purposes as if made in strict pursuance of law and this ordinance.

SECTION 21-270. If any owner of taxable property in the City of San Antonio shall fail or refuse to pay the taxes levied and assessed against him and/or any of his property until the first day of August next succeeding the year for which such taxes were levied and assessed, the City Tax Assessor and Collector shall, by virtue of his tax record and delinquent tax certificate, seize, levy upon and sell a sufficient portion of all lands and other property for the taxes due thereon, without the necessity of a suit in Court, and in like manner shall hereafter seize and sell all lands and other property upon which taxes have not been paid. All sales of real estate shall be made at the door of the Court House of Bexar County, Texas, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of the first Tuesday in the month at public outcry to the highest bidder for cash. The City Attorney shall bid, in behalf of the City of San Antonio, the amount of all taxes, interest, penalty and costs owing to the City on the respective delinquent properties at the time of such sales thereof.

SECTION 21-271. All City taxes levied and assessed shall be payable after April 1st of the year succeeding such levy and assessment and shall be paid before the first day of August of the year succeeding such levy and assessment, and if not then paid shall thereupon become delinquent, and shall bear interest from such first day of August at the rate of six per centum (6%) per annum until paid, together with a penalty of two percent (2%) upon the tax due for each month delinquent provided that the total penalty shall never exceed ten percent (10%) of the tax due.

SECTION 21-272. The Tax Assessor and Collector shall collect all taxes due the City, including all general, special, occupation, license and other taxes; shall issue separate receipts therefor in writing and shall deposit all such taxes in the City Depository. He shall make detailed daily reports to the Finance Director and at such other times as required by the City Manager.

SECTION 21-273 At any time after any tax has become delinquent the City Tax Assessor and Collector may, and whenever directed by the City Council or the City Manager to do, he shall compile a delinquent tax certificate with respect to any piece or parcel of property, the correctness of which shall be certified officially by him and which shall show the description of the property; the years for which the tax was levied and assessed; in whose name the same was assessed, or is unknown, say unknown; and the amount of the tax and penalty for each year, and when so compiled and certified as being correct, such compilation and certificate shall constitute a sufficient delinquent tax record of the property covered by it, for all purposes, to which interest accruing to date of payment shall be added.

SECTION 21-274. If the City Tax Assessor and Collector shall find that any taxable property has not been rendered for taxes or has been omitted from the tax lists, in whole or in part, or has not been assessed for taxes for the current or previous years, such officer shall list and value the same for taxation as in case of other unrendered property, and calculate the taxes thereon for each year. If the owner of any such property has furnished a post office address to which notices may be mailed, such notice of such assessment shall be mailed to such owner at such address.

SECTION 21-275. The City Tax Assessor and Collector shall give notice of the time and place of sale of real estate by publishing notice of such sale in some newspaper published in the City of San Antonio, or by posting of notices as hereinafter provided. The City Tax Assessor and Collector shall endorse on such notice his certificate showing the time and manner of its publication, and the notice with its endorsement shall be placed in the file of the property described in it as part of such file for all purposes. Where more than one lot or parcel of property is described in such notices the City Tax Assessor and Collector shall endorse on copies of such notice his certificate certifying the correctness of such copies and showing the time and manner of the publication of such notice, which copies and endorsements shall be placed in the file of the remaining lots or parcels of property described in the notice.

SECTION 21-276. Notices of sale of real estate for taxes shall be directed "To all persons owning or claiming any interest in the property hereinafter described," and shall contain a description of such property to be sold, the years for which taxes on such property are delinquent, to whom such property was assessed for each such year, the amount of the taxes for each such year, and a statement that such property will be sold for such taxes together with six percent (6%) interest on such taxes from date of delinquency, a penalty of 2% upon the tax due for each month delinquent provided the total penalty shall never exceed ten percent (10%) of the tax due, and costs of sale. Such notices also shall

state the time, place and terms of sale, said sale to be for cash, to the highest bidder, at public outcry at the Courthouse door of Bexar County, Texas, between 10 A.M. and 4 P.M. on the first Tuesday of the Month. Such notice of sale shall be published in a newspaper published in the City of San Antonio for three (3) successive weeks prior to such sale, if such publication in such a newspaper can be made for a compensation for such publication of two cents per word for the first insertion of such publication and one cent per word for each subsequent insertion. If no newspaper will publish such notice for that rate per word the City Tax Assessor and Collector may pay not exceeding the lowest advertising rate which may be charged as costs of sale price herein fixed, then the advertisement shall be made by posting the same for thirty (30) days previous to the day of sale, at the Courthouse door and three other public places in the county.

SECTION 21-277. The City Tax Assessor and Collector shall execute a deed to the Purchaser of real estate of such sale, and such deed shall constitute prima facie proof that the tax levies, tax assessments, notices of sale and all preliminary procedure up to and including such sale, have been done and performed in the manner and form, within the time prescribed by law and in complete compliance with all requirements of law and ordinance in that regard.

SECTION 21-278. All real and personal property subject to taxation in the City of San Antonio shall be liable for all City taxes, all of which shall be a first lien upon on such property, and the City Tax Assessor and Collector shall levy on any real or personal property to be found in the City of San Antonio and sell the same to satisfy all delinquent taxes owing to the City of San Antonio, on such property.

SECTION 21-279. In making sales of personal property for taxes, the City Tax Assessor and Collector shall give notice of the time and place of sale, together with a brief description of the property levied on and to be sold, for at least ten (10) days previous to the day of Sale, by advertisements in writing, one of which to be posted at the Court House Door of Bexar County, Texas, and two at other public places in the City of San Antonio; such sale shall take place at the Court House door of Bexar County by public auction.

SECTION 21-280. If the personal property levied upon proves insufficient to satisfy the taxes, interest, penalties and costs accrued thereon, the City Tax Assessor and Collector shall levy upon and sell so much other taxable property belonging to the delinquent as will be sufficient to satisfy such taxes, interest, penalties, and costs in the same manner as an original levy and sale, and, in all cases of sales for taxes, if there be an excess remaining in the hands of the City Tax Assessor and Collector after satisfying all taxes, interest, penalties, and costs the same shall be paid over to the original owner of the property.

SECTION 21-281 It shall not be necessary for the City Tax Assessor and Collector to go upon the ground or within the improvements in making a levy on real estate of the improvements thereon; or to take possession of any motor vehicle; notices of sale as herein provided shall constitute a sufficient levy on all such property.

SECTION 21-282. Levies upon shares of stock in a corporation or joint stock company shall be made by leaving a copy of the notice of sale with any officer of such company; levies upon an undivided interest in property of a partnership shall be made by leaving a copy of the notice of sale with any one of the partners in the partnership.

SECTION 21-283. If any section, sub-section, sentence, clause, phrase or provision of this ordinance be held unconstitutional or invalid by the Courts, such decision shall not affect the validity of any of the remaining portions of this Ordinance; and the City Council hereby declares that such Section of this Ordinance, and every part and provision of each section is an independent action, or part or provision of section, and it would have passed, and has passed, this Ordinance and each section, sub-section, sentence, clause, phrase, and provision of this Ordinance, irrespective of the fact that any one or more of the other sections, sub-sections, sentences, clauses, phrases, or provisions might be declared unconstitutional and invalid.

Passed and approved this 29th day of May, A. D. 1952.

M. A. Cassidy
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1823

AN ORDINANCE 17,705

APPROPRIATING \$27.00 OUT OF THE STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND TO PAY VARIOUS PERSONS FOR SERVICES AS SPECIAL COMMISSIONER IN CONDEMNATION PROCEEDINGS IN CONNECTION WITH THE URBAN EXPRESSWAY

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

the sum of \$27.00 be, and the same is hereby appropriated out of the STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND to pay various persons for services as special commissioner in condemnation proceedings in connection with the Urban Expressway, as per approved statements on file, and as listed below:

Bert Fry\$ 9.00
Joe Lucchese 9.00
N. L. Hopkins 9.00
 27.00

PASSED AND APPROVED on the 5th day of June, A. D. 1952.

ATTEST:
J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

APPRO. NO. 1824

AN ORDINANCE 17,706

APPROPRIATING \$2.50 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND TO PAY ALAMO ABSTRACT & TITLE COMPANY FOR TITLE RUN ON LAND REQUIRED FOR SANITARY SEWER EASEMENT

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

the sum of \$2.50 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND to pay Alamo Abstract & Title Company for title run on land required for sanitary sewer easement, as per approved statement on file.

PASSED AND APPROVED on the 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1825

AN ORDINANCE 17,707

APPROPRIATING \$1,222.10 OUT OF THE TRENCH MAINTENANCE FUND PAYABLE TO VARIOUS MERCHANTS FOR VARIOUS SUPPLIES

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

the sum of \$1,222.10 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND payable to various merchants for various supplies, as per approved statements on file, and as listed below:

Kelly Construction Company	\$ 1,212.69
Robertson Transports, Inc.....	9.41
	\$ 1,222.10

PASSED AND APPROVED on the 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1826

AN ORDINANCE 17,708

APPROPRIATING \$2,153.17 OUT OF THE TRENCH MAINTENANCE FUND TO PAY UVALDE ROCK ASPHALT CO. FOR ASPHALT FOR THE MONTH OF MAY, 1952

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

the sum of \$2,153.17 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND to pay Uvalde Rock Asphalt Company for asphalt for the month of May, 1952, as per approved statements on file.

PASSED AND APPROVED on the 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1827

AN ORDINANCE 17,709

APPROPRIATING \$60.00 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND TO PAY PERARL HILDEBRAND VANCE, SOLE SURVIVING HEIR OF MRS. V. M. HILDEBRAND, ALSO KNOWN AS VIRGINIA MCDANIEL HILDEBRAND, DECEASED, JOINED BY HER HUSBAND, C. E. VANCE, FOR LAND CONVEYED TO THE CITY OF SAN ANTONIO REQUIRED FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY

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

the sum of \$60.00, be and the same is appropriated hereby out of the STATE OR STATE-AID HIGHWAY BONDS A-49 FUND to pay Pearl Hildebrand Vance, Sole Surviving heir of Mrs. V. M. Hildebrand, also known as Virginia McDaniel Hildebrand, Deceased, joined by her husand, C. E. Vance, for land conveyed to the City of San Antonio, required for Urban

Expressway (Interregional Highway); and that deed attached hereto and made a part hereof, be accepted hereby and placed of record by the City Clerk; the land being the South 5 feet of the East 38.5 feet of Lot 97, Block 2, New City Block 2977, said parcel of land being situated in the City of San Antonio, County of Bexar, Texas, described by metes and bounds, as follows, to-wit:

"BEGINNING at a point which is the intersection of the North line of Hicks Avenue and the East line of Lot 97, NCB 2977, said point being the Southeast corner of this tract; THENCE in a Westerly direction along the North line of Hicks Avenue, a distance of 38.5 feet to a point, which is the Southwest corner of this tract; THENCE in a Northerly direction along a line 38.5 feet West of and parallel to the East line of Lot 97, a distance of 5.0 feet to a point, which is the Northwest corner of this tract; THENCE in an Easterly direction along a line 5.0 feet North of and parallel to the North line of Hicks Avenue, a distance of 38.5 feet to a point in the East line of Lot 97, said point being the Northeast corner of this tract; THENCE in a Southerly direction along the East line of Lot 97, a distance of 5.0 feet to the point of BEGINNING; containing 192.5 square feet, more or less."

PASSED AND APPROVED on the 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,710

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF ARMANDO ARREDONDO AND CATHERINE ARREDONDO

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

1. That the petition of Armando Arredondo and Catherine Arredondo, 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 3602 W. WOODLAWN STREET, Lot N. part of 1 & 2 W BLOCK 14, CB 5710 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 5th day of June, A. D. 1952.

ATTEST:
J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,712

ACCEPTING BILL OF SALE FROM TEXAS COMPANY FOR
FOUR 280 GALLON UNDERGROUND STORAGE TANKS AND
PIPING, LOCATED AT 618 NORTH ST. MARY'S STREET,
IN SAN ANTONIO, TEXAS

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

1. That the Bill of Sale from the Texas Company, for four 28-gallon Underground Storage Tanks and Piping, located at 618 North St. Marys Street, in San Antonio, Texas be and the same is hereby accepted.
2. Said Bill of Sale is attached hereto and made a part hereof.
3. PASSED AND APPROVED on ^{this 5th} ~~the 29th~~ day of ^{June} ~~May~~, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,713

AMENDING CHAPTER 16, SECTION 16-55 OF THE SAN ANTONIO
CITY CODE

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

1. THAT Chapter 16, Section 16-55 of the San Antonio City Code be and is hereby amended so as to hereafter read as follows:

"The traffic engineer shall be under the supervision of the Public Works Department. His duties shall be to make traffic surveys, supervise the construction and installation of traffic signals and safety devices; and such other and further duties as may be prescribed by the Public Works Director".

2. PASSED AND APPROVED this 29th day of May, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,714

AMENDING CHAPTER 16-SECTION 16-52 OF THE SAN ANTONIO
CITY CODE SO AS TO TRANSFER THE TRAFFIC AND SAFETY
BUREAU FROM THE POLICE DEPARTMENT TO THE PUBLIC WORKS
DEPARTMENT

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

1. That Chapter 16, Section 16-52 of the San Antonio City Code is amended so as to hereafter read as follows:

"There shall be a traffic and safety bureau in the Public Works Department"

2. PASSED AND APPROVED this ^{5th} ~~29th~~ day of ^{June} ~~May~~, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,715

ESTABLISHING A PARKS AND RECREATION BOARD, FIXING
TERMS OF MEMBERSHIP THEREOF AND REPEALING SECTION
2-10 OF THE SAN ANTONIO CITY CODE

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

1. That there is hereby created a Parks and Recreation Board which shall consist of seven members to be appointed by the City Manager for overlapping two year terms; provided, however, that initially, four members of the Board shall serve until May 31, 1954 and three members shall serve until May 31, 1953.

2. Said Board shall be responsible to and act as an advisory Body to the Director

*Amended
6/6/52
by #1777*

of Parks and Recreation.

3. The Board shall elect a Chairman from its own membership and shall meet not less than once a month at a time and place to be designated by the Board.

4. The members of said Board shall serve without compensation from the City.

5. That Section 2-10 of the San Antonio City Code pertaining to a Board of Recreation be and the same is hereby repealed.

6. PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,716

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH M. P. WILSON FOR THE OPERATION OF AUTOETTES ON BRACKENRIDGE GOLF COURSE, RIVERSIDE GOLF COURSE AND WILLOW SPRINGS GOLF COURSE

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

1. That the City Manager be and is hereby authorized to enter into a contract with M. P. Wilson, granting to Wilson the privilege of operating Autoettes on Brackenridge Golf Course, Riverside Golf Course and Willow Springs Golf Course.

2. The term of said contract shall be for a period of 30 days, beginning on June 9th.

3. M. P. Wilson agrees to pay to the City one-third (1/3) of the gross receipts received for the rental of these Autoettes.

4. Said contract is attached hereto and made a part hereof.

5. PASSED AND APPROVED this 29th day of May, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into by and between the City of San Antonio, acting through its City Manager, hereinafter referred to as "City", and M. P. Wilson, hereinafter referred to as "Licensee", on this the 9th day of June, 1952;

W I T N E S S E T H:

1. That M. P. Wilson is hereby granted the privilege of operating 3-wheel electric Autoettes on Brackenridge Golf Course, Riverside Golf Course, and Willow Springs Golf Course.

2. It is agreed and understood by and between the parties hereto that not more than ten (10) such machines shall be operated on Brackenridge Golf Course; not more than seven (7) such machines shall be operated at Willow Springs Golf Course; and not more than three (3) such machines shall be operated on Riverside Golf Course.

3. It is further understood that the privilege granted herein is for a period of 30 days from this date. At the end of said 30 day period, this contract shall ipso facto terminate. It mutually agreeable to both parties herein at that time, a new contract may be entered into upon terms and conditions to be determined then.

4. It is expressly agreed that the prices to be charged to golfers renting these machines shall be as follows:

Use of machines to play 9 holes of golf\$ 2.50
Use of machines to play 18 holes of golf..... 4.50

5. As consideration for the privilege herein granted, the City shall receive at the close of each day, one-third (1/3) of the gross receipts received for the renting of these machines. Said percentage shall be payable to the Manager of the respective Golf Courses.

6. The Licensee agrees to save and hold harmless the City of San Antonio from any and all liability growing out of or incident to the operation of the Autoettes on Golf Courses hereinbefore referred to.

7. The renting of the machines on the Golf Courses shall at all times be under exclusive control of the City and its caddy masters. Should the Golf Course Manager decide that because of rain or wet fairways, it would be detrimental to the Golf Courses to allow use of said Autoettes on any particular day or days, said Manager's decision shall be conclusive, and the use of said machines on such days shall be forbidden.

8. Said Autoettes shall be operated in accordance with rules and regulations satisfactory and agreed upon between the Director of Parks and Recreation and the Licensee.

9. Licensee agrees that the City shall not be responsible for any damage, breakdown or injury to said machines, and Licensee further agrees that he will, at his own expense, make any necessary repairs required by these machines; provided, however, that the City agrees to furnish to Licensee electricity necessary from time to time to re-charge Autoettes operated on the City's Golf Courses.

WITNESS our hands this the ____ day of _____, 1952.

CITY OF SAN ANTONIO

By. C. A. Harrell
City Manager

ATTEST:
J. Frank Gallagher
City Clerk

M. P. Wilson
Licensee.

AN ORDINANCE 17,717

REPEALING "AN ORDINANCE FIXING THE COMPENSATION OF MEMBERS OF THE FIREMEN'S AND POLICEMEN'S CIVIL SERVICE COMMISSION" PASSED AND APPROVED ON FEBRUARY 7, 1952, AND PROVIDING THAT HEREAFTER NO COMPENSATION SHALL BE PAID TO THE MEMBERS OF THE FIREMEN AND POLICEMEN'S CIVIL SERVICE COMMISSION

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

- 1. THAT "An ordinance fixing the compensation of members of the firemen and policemen's Civil Service Commission passed and approved on February 7, 1952 be and the same is hereby repealed.
- 2. That hereafter the members of the firemen and policemen's Civil Service Commission shall receive no compensation for serving in that capacity.
- 3. PASSED AND APPROVED this 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J Frank Gallagher
City Clerk

AN ORDINANCE 17,718

ACCEPTING PROPOSAL, CREATING CONTRACT WITH COMMERCIAL RECORDER, 518 W. MARKET ST., SAN ANTONIO, TEXAS

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

- 1. That this Ordinance evidences the acceptance of the Attached Bidders Proposal and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with the Commercial Recorder.
- 2. 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.
- 3. 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.
- 4. Accepting the attached bid proposal and making contract with Commercial Recorder to publish all official public action for the City of San Antonio, various departments for the period beginning June 1, 1952 and terminating May 31, 1953 as follows:

6 Pt07 per line	-----12 line inch	-----	\$ 0.84
Annual and Quarterly	Financial Statements	per column in.....		1.08

Passed and approved this 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,719

ACCEPTING PROPOSAL, CREATING CONTRACT WITH HI-WAY
MACHINERY COMPANY, 3402 ROOSEVELT, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio with Hi-Way Machinery Company.
2. 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.
3. 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.
4. Accepting the attached bid proposal and making contract with Hi-Way Machinery Company to furnish the City of San Antonio with parts for Oliver tractor.
5. PASSED AND APPROVED this 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,720

TRANSFERRING \$845.00 FROM THE 1952 INTERIM GENERAL
FUND-OPERATING RESERVE - TO THE 1952 INTERIM GENERAL
FUND-DEPARTMENT OF PUBLIC WORKS, CITY HALL BUILDING
ACCOUNT

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

1. THAT the sum of \$845.00 is hereby transferred from the 1952 Interim General Fund-Operating Reserve, Account 80-01 to the 1952 Interim General Fund, Department of Public Works, City Hall Building, Account 09-08.
2. Said funds to be used in replacing armature in City Hall elevator.
3. PASSED AND APPROVED this 5th day of June 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,721

ACCEPTING PROPOSAL, CREATING CONTRACT WITH ROLAND
SCHMIDT, 1020 W. PYRON, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Roland Schmidt.
2. 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.
3. 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.
4. That Item No. 1 (a) FLEXIBLE BASE MATERIALS of Bidder's Proposal is hereby accepted.
5. PASSED AND APPROVED this 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,722

ACCEPTING PROPOSAL, CREATING CONTRACT WITH COLGLAZIER
& HOFF, INC., 326 SEGUIN ROAD, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio with Colglazier & Hoff, Inc.
2. 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.
3. 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.
4. That Item No. 1 (b) FLEXIBLE BASE MATERIALS OF Bidder's Proposal is hereby accepted.
5. PASSED AND APPROVED this 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,723

ACCEPTING PROPOSAL, CREATING CONTRACT WITH UVALDE
ROCK ASPHALT COMPANY, P.O. BOX 531, SAN ANTONIO,
TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Uvalde Rock Asphalt Company
2. 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.
3. This instrument in writing constitutes the entire contract between the parties; their 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.
4. That Item No. 3 (a), (b) ASPHALTIC PAVING MATERIALS, PLANT MIX, and Item No. 4, (c), (d) AGGREGATE FOR SURFACE TREATMENTS of Bidder's Proposal are hereby accepted.
5. PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,724

ACCEPTING PROPOSAL, CREATING CONTRACT WITH MC-
DONOUGH BROTHERS INCORPORATED, RT. 8 BOX 301, SAN
ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with McDonough Brothers Incorporated.
2. 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.
3. 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.

4. That Item No. 1 (b) FLEXIBLE BASE MATERIAL, Item No. 4 (a) (b) AGGREGATE FOR SURFACE TREATMENTS, AND ITEM NO. 5 (b) MATERIALS FOR CONCRETE of Bidders Proposal are hereby accepted.

5. PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,725

ACCEPTING PROPOSAL, CREATING CONTRACT WITH OLMOS BUILDING MATERIALS COMPANY, 4423 MCCULLOUGH AVENUE, SAN ANTONIO, TEXAS

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

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

2. 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.

3. 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.

4. That following items:

<u>Cement in Paper Bags</u>		
640 Bag Cars - FOB San Antonio715	per bag
1200 " " " " " "696	" "

<u>Cement in Paper Bags</u>		
10 Bag Lots (FOB Jobsite).....	.95	per bag
40 " " " " " "85	" "

of Bidders proposal are hereby accepted.

5. PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,726

ACCEPTING PROPOSAL, CREATING CONTRACT WITH KELLY CONSTRUCTION CO., 2215 BELKNAP PL., SAN ANTONIO, TEXAS

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

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

2. 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.

3. 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.

4. That Item No. 1 (b) FLEXIBLE BASE MATERIAL, and Item No. 2 (b) (c) and (f) ASPHALTS, OILS, AND EMULSIONS OF Bidder's Proposal are hereby accepted.

PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,727

APPOINTING MEMBERS OF THE BOARD OF EXAMINERS AND
APPEALS

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

1. THAT under the authority granted in Section 204 of the Building Code, the following persons are hereby appointed as members of the Board of Examiners and Appeals:

Frank T. Drought, Chairman
P. P. Hindelang
George R. Johnson
Floyd W. Meyers
A. J. McKenzie, Jr.
John W. McVay
C. C. Simmons
J. C. Worcester
Fred D. Zalmanzig

2. That the above members shall serve at the pleasure of the City Manager and without compensation from the City.

3. PASSED AND APPROVED this 5th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 1828

AN ORDINANCE 17,711

ACCEPTING EASEMENT FROM LINGNER NURSERY, A TEXAS CORPORATION, ACTING BY AND THROUGH ITS PRESIDENT, ALTON A. GRIMM, FOR PUBLIC DRAIN ACROSS A TRACT OF LAND IN NCB 8863, IN SAN ANTONIO, BEXAR COUNTY, TEXAS; AND APPROPRIATING \$1.00 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND, IN PAYMENT THEREFOR

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

1. The easement of Lingner Nursery, a Texas Corporation, acting by and through its President, Alton A. Grimm, of 6321 West Commerce Street, dated the 13th day of May, 1952, attached hereto and made a part hereof, accompanied by blueprint, for a public drain and purposes incidental thereto, across a tract of land in New City Block 8863, San Antonio, Bexar County, Texas, be and the same is accepted hereby.

2. The sum of \$1.00 be and the same is appropriated hereby out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND, in payment for this easement.

PASSED AND APPROVED on the 5th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 1829

AN ORDINANCE 17,728

APPROPRIATING \$965.00 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND, TO GUARDIAN ABSTRACT & TITLE CO., IN PAYMENT FOR LAND TO BE CONVEYED BY LUCILLE B. URBAN, A WIDOW, AND DONALD RAYMOND URBAN, TO THE CITY OF SAN ANTONIO, FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY)

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

the sum of \$965.00, be and the same is appropriated hereby out of the STATE OR STATE-AID HIGHWAY BONDS A-49 FUND, to Guardian Abstract & Title Co., in payment for land to be conveyed by Lucille B. Urban, a Widow, and Donald Raymond Urban, to the City of San Antonio, for South Side Urban Expressway (Interregional Highway); being the South 12.5 feet of Lot No. 123, in Block 2, New City Block 2977, fronting on Hicks Avenue; lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

PASSED AND APPROVED on the 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 1830

AN ORDINANCE 17,729

APPROPRIATING \$58.75 OUT OF THE SPECIAL STREET PAVING FUND TO REFUND S. E. MAGEE, OF 1739 LA MANDA STREET, SAN ANTONIO, TEXAS, DUE TO THE CITY'S INABILITY TO COMPLY WITH AGREEMENT TO PAVE BRAD AVENUE, ABUTTING LOT NO. 20, IN NCB 9658

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

the sum of \$58.75, be and the same is appropriated hereby out of the SPECIAL STREET PAVING FUND to REFUND S. E. MAGEE, of 1739 LA Manda Street, San Antonio, Texas due to the City's inability to comply with agreement to pave Brad Avenue, abutting Lot No. 20, in New City Block 9658, in accordance with approved copy of letter dated May 30, 1952, attached hereto and made a part hereof; original letter being on file in the Controller's office.

PASSED AND APPROVED on the 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,730

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

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

1. That the petition of C. L. Quig, builder, 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 214 Atlas, Lot 13, Block Upson Heights Unit 1, CB 5131, 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 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 12th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,731

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

Same as Ordinance No. 17,730 except for paragraph 4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 219 Atlas Street, Lot 6, Upson Heights Unit 1 CB 5131 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,732

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

Same as Ordinance No. 17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 220 Atlas, Lot 15 Upson Heights Unit 1, CB 5131, and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.

AN ORDINANCE 17,733

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF HABY SEAY, CONTRACTORS

Same as Ordinance No. 17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 551 Adrian, Lot 13, Block 26 Dell View Add'n Unit 5 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,734

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF HABY SEAY, CONTRACTORS

Same As Ordinance No. 17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 555 Adrian STREET, LOT 14, Block 26 Dell View Add'n Unit 5 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,735

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF HABY SEAY, CONTRACTORS

Same as Ordinance No. 17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 559 Adrian Street, Lot 15, Block 26, Dell View Add'n Unit 5, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,736

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A
CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION
OF HABY SEAY, CONTRACTORS

Same as Ordinance No. 17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of

the Licensee, as same is now situated on said premises at NUMBER 563 Adrian STREET, LOT 16 BLOCK 26, Dell View Add'n Unit 5 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,737

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION
OUTSIDE OF THE CITY LIMITS ON THE PETITION OF HABA SEAY CONTRACTORS

Same as Ordinance #17,730 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 567 Adrian, Lot 17, Block 26 Dell View Add'n Unit 5 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 17,738

ABANDONING AND CLOSING PORTIONS OF CERTAIN STREETS AND
ALLEYS WITHIN THE BOUNDARIES OF MIRASOL HOMES HOUSING
PROJECT

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

1. The following described portions of streets and alleys located within the boundaries of area designated as Project TEX 6-10, Mirasol Homes of the Housing Authority of the City of San Antonio are hereby abandoned, closed and vacated as public ways of the City of San Antonio:

"STREETS:

SW 30th St. - Between NCB 8139 & 8140, 8147 & 8148
from El Paso Street to NCB 8123.
SW 29th St. - Between NCB 8146 & 8147, 8140 & 8141
from El Paso St. to NCB 8123.
SW 28th St. - Between NCB 8145 & 8146, 8141 & 8142
from El Paso St. to NCB 8123.
SW 27th St. - Between NCB 8157 & 8158, 8152 & 8153,
8144 & 8145, 8142 & 8143,
from Reilly St. to NCB 8123
San Luis St. - Between NCB 8172 & 8165, from SW 27th St. to SW 28th St.
Randall St. - Between NCB 8165 & 8158,
from SW 27th St. to SW 28th St.
Randall St. - Between NCB 8154 & 8157
from Geraghty St. to SW 28th St.
San Fernando St. - Between NCB 8158 & 8152 from
Geraghty St. to SW 28th St.
El Paso St. - Between NCB 8152 & 8145 and
between NCB 8153 & 8144 from 250'
east of SW 27th St. to SW 28th St.
Mathews St. - Between NCB 8148 & 8139, 8147 & 8140,
8146 & 8141, 8145 & 8142, 8144 & 8143
from Stephenson Road to a point 250.0' east
of SW 27th St.

"ALLEYS:

10' Alley NCB 8165 between Lots 1-10 inc. & 11-20 incl.
10' Alley NCB 8158 between Lots 1-10 inc. & 11-20 incl.
10' alley NCB 8152 between Lots 1-10 inc. & 11-20 incl.
10' Alley NCB 8153 between Lots 1-5 inc. & 18-22 incl.
10' Alley NCB 8148 between Lots 1-11 inc. & 12-22 incl.
10' Alley NCB 8147 between Lots 1-11 inc. & 12-22 incl.
10' Alley NCB 8146 between Lots 1-11 inc. & 12-22 incl.
10' Alley NCB 8145 between Lots 1-10 inc. & 11-20 incl.
10' Alley NCB 8144 between Lots 1-5 inc. & 18-22 incl.

2. The City Clerk is directed to furnish the Engineering Department and Tax Assessor's Department of the City with copies of this ordinance in order to change their records in accordance herewith.

3. PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,739

GRANTING THE PETITION OF TERRELL WELLS BAPTIST CHURCH
FOR EXEMPTION FROM CITY TAXES ON LOTS 11 TO 16, BOTH
INCLUSIVE, BLOCK 76, NCB 9358, IN THE CITY OF SAN ANTONIO,
BEXAR COUNTY, TEXAS

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

1. That the property known as Terrell Wells Baptist Church, and being Lot 11 to 16, both inclusive, Block 76, New City Block 9358, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the city of San Antonio show taxes assessed against said property for the years 1947 through 1950, inclusive, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption.

PASSED AND APPROVED on the 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,740

DEDICATING LAND FOR STREET PURPOSES AND ESTABLISHING
A NEW EAST LINE OF FIFTH STREET ADJACENT TO NEW CITY
BLOCK 1761

WHEREAS, the City has altered the course of the San Antonio River and established new right-of-way boundaries at the intersection of Fifth Street; and,

WHEREAS, it has become necessary to establish a new east boundary line of Fifth Street adjacent to New City Block 1761, in order to conform to the improvement program; NOW, THEREFORE,

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

1. That the following described tract of land owned by the City of San Antonio, and situated South of the new South line of the San Antonio River, in New City Block 1761, Bexar County, Texas, is hereby dedicated for use as a public street and thoroughfare:

BEGINNING at the intersection of the present East line of Fifth Street, and the new South line of the San Antonio River, for the Northwest corner of this tract;

THENCE North 47°17'20" East, 10.22 feet along said new South line of the San Antonio River to a point for the Northeast corner of this tract, also being in the new East line of Fifth Street;

THENCE South 16°05'52" East, 45.70 feet along said new East line of Fifth Street to an angle point;

THENCE South 7°22'12" West continuing along said new East line of Fifth Street 124.3 feet to an intersection with the present East line of Fifth Street for the South corner of this tract;

THENCE North 1°30'42" West, along said present East line of Fifth Street, 160.36 feet to the place of BEGINNING; containing .0397 acres.

2. THAT the east boundary line of the above described tract of land be and the same is hereby designated as the new East line of Fifth Street, in San Antonio, Bexar County, Texas.

3. THAT a plat reflecting the new boundary lines, and the land dedicated for street purposes, is attached hereto and made a part hereof.

4. PASSED AND APPROVED this 12th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,741

AUTHORIZING THE CITY MANAGER TO EXECUTE
CORRECTED DEED TO GORMAN R. SILEN AND WIFE,
MAXINE C. SILEN, BERT H. SILEN, AND WIFE,
MARGARET B. SILEN, FOR PART OF THE FORMER SAN
ANTONIO RIVER BED

WHEREAS, the City Council, by Ordinance, on February 28, 1952 authorized the City Manager to execute a deed to the above named persons for certain land formerly a part of the bed of the San Antonio River for the sum of \$14,933.00; and,

WHEREAS, the title company handling this transaction has found a slight discrepancies in the field notes of the original deed; and,

WHEREAS, it is deemed advisable to execute a new deed reflecting the correct field notes as hereinafter described, NOW THEREFORE,

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

1. That the City Manager is hereby authorized to execute a deed to Gorman R. Silen and wife, Maxine C. Silen, Bert H. Silen and wife, Margaret B. Silen, conveying a portion of the former San Antonio River bed.

2. That the consideration for this transaction is \$14,933.00 and the land to be conveyed is situated in San Antonio, Bexar County, Texas and is particularly described by metes and bounds as follows, to-wit:

All that portion of the vacated bed of the San Antonio River, designated and described as follows:

BEGINNING at a concrete monument approximately 286' northeast of Fifth Street and the south line of the new San Antonio River right-of-way;

THENCE southwest along the new river right-of-way 85.58' to a second concrete monument;

THENCE along the new river right-of-way making a deflection angle $12^{\circ}20'15''$ to the left, a distance of 200.66' to the intersection of the new right-of-way and the east line of Fifth Street;

THENCE in a northerly direction along Fifth Street a deflection angle of $116^{\circ}34'50''$ to the right 241.53' to an iron pin, the starting point of property to be further described below;

THENCE along the same line, a distance of 123.92' to an iron pin marking the northermost point of this tract;

THENCE along a line making a deflection angle to the right of $160^{\circ}38'30''$, a distance of 22.99' to an iron pin;

THENCE along a line making a deflection angle to the left $25^{\circ}58'$, a distance of 177.12' to an iron pin;

THENCE along a line making a deflection angle to the left $28^{\circ}44'$, a distance of 42.82' to an iron pin;

THENCE along a line making a deflection angle of $35^{\circ}44'$ to the left, a distance 16.32' to an iron pin; the eastmost point of this tract;

THENCE along the new river right-of-way making a deflection angle of $170^{\circ}53'05''$ to the right, a distance of 131.12' to an iron pin, which is the southermost point of the tract;

THENCE along a line making a deflection angle of $78^{\circ}00'42''$ to the right, a distance of 29.82' to an iron pin;

THENCE along a line making a deflection angle of $2^{\circ}7'$ to the right, a distance of 88.84' to an iron pin, the starting point of the property being described.

3. PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,742

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
NATIONAL PRINTING AND STATIONERY COMPANY, 657
MAIN AVENUE, SAN ANTONIO, TEXAS

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

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

2. 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.

3. 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.

4. The City hereby accepts Items Nos. 4, 5, 6, 7 and 8 only, contained in Bidder's attached proposal.

PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,742-A

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
CITY BLUE PRINT COMPANY, 317 CONVENT, SAN ANTONIO,
TEXAS

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

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

2. 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.

3. 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.

4. The City Hereby accepts Items Nos. 1, 2 and 3 only, contained in Bidder's attached proposal.

PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,743

AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH JAMES H. SOLLOCK AND THOMAS
E. POWERS, A PARTNERSHIP, FOR CONCESSION
PRIVILEGES IN THE CLUBHOUSES AT BRACKENRIDGE,
WILLOW SPRINGS AND RIVERSIDE GOLF COURSES

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

1. That the City Manager is hereby authorized to enter into a contract with James H. Sollock and Thomas E. Powers, a partnership, for concession privileges in the clubhouses at Brackenridge, Willow Springs and Riverside Golf Courses.

2. The Contract is attached hereto and made a part hereof.

3. James H. Sollock and Thomas E. Powers shall furnish the City a satisfactory surety bond in the penal sum of \$10,000.

4. PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

This contract this day made and entered into by and between the City of San Antonio, Texas,

a municipal corporation, acting by and through its City Manager, party of the first part, hereinafter called "CITY" and James H. Sollock and Thomas E. Powers, party of the second part, hereinafter called "CONCESSIONAIRE":

WITNESSETH:

I.

That the City, in consideration of the payments herein agreed to be made to it by Concessionaire and the other covenants and undertakings on its part herein contained, has granted, and does by these presents grant, to Concessionaire, subject to all of the terms and provisions hereof, the exclusive concession, right and privilege for the term hereinafter stated of selling food and drinks in the Brackenridge Golf Course Club House, Willow Springs Golf Course Club House, and the Riverside Golf Course Club House.

II.

The Concessionaire shall not sell any alcoholic beverages in the Brackenridge Golf Course Club House, This restriction shall apply only to the Brackenridge Club House, and the privilege of selling beer in the Riverside Club House and the Willow Springs Club House is hereby specifically granted, provided, however, that no wine or liquor shall be kept or sold on any of the premises referred to herein.

III.

Nothing herein contained shall authorize the Concessionaire to conduct its business at any and all hours, but said business shall be conducted only during the hours that the Golf Courses are opened to the public.

IV.

Concessionaire shall have, for purposes incident to the operation of these concessions, such ingress and egress, to the buildings in question as is reasonable, subject to the reasonable regulation thereof and of the place, time and extent thereof by the San Antonio Director of Parks and Recreation.

V.

This license shall be for a term of three (3) years, beginning on June 23, 1952 and terminating on June 22, 1955, unless theretofore terminated under any of the provisions herein contained for its earlier termination, or therefore terminated by mutual agreement.

VI.

If mutually agreeable to both parties to this contract, after expiration of the three-year term, the Concessionaire may renew this contract for an additional three-year term upon terms and conditions to be determined, at that time.

VII

Concessionaire may employ such help, and personnel as it may deem reasonably necessary for its operations hereunder. All employees of Concessionaire, dealing with the public, shall be appropriately uniformed and wear a number or other suitable device, whereby they may be readily identified and distinguished by the public. Concessionaire agrees to employ only persons who in appearance, character, general manner and conduct are suitable to employment in the capacity in which they are engaged; and Concessionaire further agrees that he will promptly discharge any employee who is not suitable for the work in which such employee is engaged or does not conduct himself in a manner suitable and appropriate to the work being done. The City shall have the right, through its officers and agents, including its police officers, to eject from the premises any employee of Concessionaire whose conduct is improper, inappropriate or offensive; and Concessionaire, for itself and for such employee or employees, hereby waives any and all claims for damages against the City, its officers and agents and/or police officers, on account thereof.

VIII

City agrees that it will provide Concessionaire with space sufficient to enable the Concessionaire to adequately, and suitably establish a concession stand in each of the Club Houses hereinabove referred to. It is expressly agreed and understood by and between the parties hereto that the Director of Parks and Recreation shall determine the amount of space and the exact location which Concessionaire shall receive in each of the Club Houses heretofore referred to.

IX.

Concessionaire shall have the right to sell cigarettes, cigars, sandwiches, coffee, soft drinks, candies, beer (except in Brackenridge Club House), and other similar foods and drinks sold in similar institutions. The privilege granted hereunder shall not give to the Concessionaire the right to cook and prepare meals on the premises of the Brackenridge Club House and the Riverside Club House, and no cooking utensils shall be kept on said premises except such as are necessary in the preparation of sandwiches. Cooking will be permitted in the Willow Springs Club House, provided, however, that the method and manner of so doing shall first be approved by the Director of Parks and Recreation.

X.

Concessionaire shall at his own expense provide the necessary equipment for the operation of the concessions granted hereunder. No equipment shall ever be installed or removed during the term of this license without first having been approved by the Director of Parks and Recreation.

XI.

Concessionaire shall operate its gas and lights on separate meters and the cost of said

services shall be paid by Concessionaire in addition to the rents due and payable as hereinafter provided.

XII.

As consideration and payment for the concessions rights herein granted, Concessionaire agrees and promises to pay to the City of San Antonio without demand, to the office of the Tax Assessor and Collector, in the City Hall, San Antonio, Bexar County, Texas, $12\frac{1}{2}$ per cent of the gross income from said concessions. Such percentage is to be payable on or before the 10th day of each month for the gross income of the previous month, with a minimum guarantee for each year the contract is in force. Said annual guarantee shall be in the amount of \$5,136⁰⁰. If at the end of each year, the sum of the monthly payments of percentage of gross income is less than the yearly guarantee, the difference between the monthly payments of percentage of gross income and the yearly minimum guarantee shall be payable on or before the tenth day of the month following the end of the year for which the minimum guarantee is payable. The year shall be determined on the basis of the expiration of 12 months from the date of the execution of this contract.

XIII.

Should concessionaire at any time be in default in payment of any monies provided by this contract to be paid by him or in default in any other obligation or agreement on his part herein contained and shall fail to cure and remedy such default within ten (10) days after written notice by the City to him of the fact of the City's intention so to do, the City may, at its option, at the expiration of such ten (10) days, cancel this agreement; and all of Concessionaire's rights hereunder shall thereupon cease and be of no further force or effect. Any written notice required or provided by the terms of this agreement to be given to Concessionaire, or which the City may deem it proper to give to Concessionaire, shall be sufficient if it be by registered mail, addressed to Concessionaire at his usual mailing address in San Antonio, Texas, and shall be presumed to have been received upon the next business day following the day of its such deposit in the mail. Nothing herein contained, however, shall prevent the giving of actual notice in any other lawful manner.

XIV.

Concessionaire obligates himself to furnish itemized statements at such intervals (daily or otherwise) and in such forms as shall be prescribed by the Director of Finance of the City, and shall keep such books and records as shall permit independent verification of the itemized statements. Concessionaire shall permit the Director of Finance, or his duly appointed representative, to inspect the required records at any reasonable time. Cash register or tape records will be furnished if the Finance Director so requires.

XV.

In the exercise of the concession herein granted, Concessionaire covenants and binds himself that he will pay all Federal, State and local taxes, license fees and occupation taxes incident to the exercise by him of such license, and will indemnify and save the City harmless from demand, claim or liability therefor; and that in the exercise of such concessions, Concessionaire will observe and comply with all Federal and State laws and with all ordinances of the City of San Antonio.

XVI.

Concessionaire shall not sell, assign, or sub-lease this contract without the written consent of the City.

XVII.

Concessionaire shall at all times keep all concession stands, commissary and storage space in a clean and sanitary manner. All paper cups and other debris that may be left on the counters and in the immediate vicinity of each stand, shall be cleaned or removed by Concessionaire.

XVIII.

Concessionaire will offer customers food and drink of standard quality and quantity at reasonable prices. Prices charged shall not be in excess of those charged elsewhere under similar circumstances in San Antonio and its environs. The prices, quality, and quantity of all food and drink, shall be subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.

XIX.

Concessionaire, by entering into this agreement, undertaking and/or continuing the operation of the concessions covered hereby, accepts for himself, his agents and employees and the purveyors to him of goods or merchandise incident to such concession, the several premises herein referred to as being at all times safe and free from any danger or injury either to persons or to property; and the City shall not be liable either to Concessionaire, or to any of Concessionaire's agents or employees, or to any person dealing with Concessionaire incident to these concessions on account of any injury, whether to person or to property, arising from or in any manner incident to the exercise by Concessionaire of the Concessions herein granted; and Concessionaire indemnifies and agrees that he will indemnify and fully save harmless the City from any and all liability or demand, whether on account of injury to person or to property, arising from or in any manner incident to the exercise by Concessionaire of the rights herein granted. To so indemnify and protect the City as here provided, Concessionaire agrees to file with the City certificates of insurance, indicating public liability with an insurance company authorized to do business in the State of Texas in amounts satisfactory to the Director of Finance; said certificates of insurance to be filed concurrently with the execution of this contract.

XX.

In case of default in any of the covenants, conditions, or limitations in this contract, the City 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

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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 re-let the same for the remainder of the term at the best rent they may obtain, for account of the Concessionaire, who shall make good any deficiency; and the City 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.

XXI.

Concessionaire shall execute and deliver to the City of San Antonio at the time of the execution of the contract, a bond in the sum of \$10,000, with two or more sureties who shall be residents of Bexar County, Texas, and satisfactory to the City Manager. Should the Concessionaire provide a bond executed by a surety company authorized to do business in the State of Texas and maintaining an office in the City of San Antonio, a second surety shall not be necessary. (Form of bond attached)

Executed this the 25th day of June, 1952.

CITY OF SAN ANTONIO

By. C. A. Harrell
City Manager

Attest;
J. Frank Gallagher
City Clerk

James H. Sollock
Thomas E. Powers
Concessionaire

AN ORDINANCE 17,744

AMENDING PARAGRAPHS C AND D OF SECTION I OF AN ORDINANCE ENTITLED "AN ORDINANCE DEFINING "MILK" AND CERTAIN "MILK PRODUCTS," "MILK PRODUCER", "PASTEURIZATION", ETC., PROHIBITING THE SALE OF ADULTERATED AND MISBRANDED MILK AND MILK PRODUCTS, REQUIRING PERMITS FOR THE SALE OF MILK AND MILK PRODUCTS, REGULATING THE INSPECTION OF DAIRY FARMS AND MILK PLANTS. THE EXAMINATION, GRADING, LABELING, PLACARDING, PASTEURIZATION, REGRADING, DISTRIBUTION, AND SALE OF MILK AND MILK PRODUCTS, PROVIDING FOR THE PUBLISHING OF MILK GRADES, THE CONSTRUCTION OF FUTURE DAIRIES AND MILK PLANTS, THE ENFORCEMENT OF THIS ORDINANCE, AND THE FIXING OF PENALTIES FOR VIOLATION OF ANY SECTION OF THIS ORDINANCE, BY A FINE OF NOT LESS THAN \$25.00 NOR MORE THAN \$200.00 FOR EACH VIOLATION THEREOF, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND CONTAINING A SAVINGS CLAUSE." PASSED AND APPROVED 18TH DAY OF DECEMBER, A. D. 1951. PASSED AND APPROVED THIS 12TH DAY OF JUNE, A. D. 1952.

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

1. That paragraphs C and D of Section I, an ordinance entitled "AN ORDINANCE DEFINING "MILK" AND CERTAIN "MILK PRODUCTS," "MILK PRODUCER", PASTEURIZATION", ETC., PROHIBITING THE SALE OF ADULTERATED AND MISBRANDED MILK AND MILK PRODUCTS, REQUIRING PERMITS FOR THE SALE OF MILK AND MILK PRODUCTS, REGULATING THE INSPECTION OF DAIRY FARMS AND MILK PLANTS. THE EXAMINATION, GRADING, LABELING, PLACARDING, PASTEURIZATION, REGRADING, DISTRIBUTION, AND SALE OF MILK AND MILK PRODUCTS, PROVIDING FOR THE PUBLISHING OF MILK GRADES, THE CONSTRUCTION OF FUTURE DAIRIES AND MILK PLANTS, THE ENFORCEMENT OF THIS ORDINANCE, AND THE FIXING OF PENALTIES FOR VIOLATION OF ANY SECTION OF THIS ORDINANCE, BY A FINE OF NOT LESS THAN \$25.00 NOR MORE THAN \$200.00 FOR EACH VIOLATION THEREOF, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND CONTAINING A SAVINGS CLAUSE." PASSED AND APPROVED on the 18th day of December, A. D. 1951, be and the same is amended hereby so that hereafter the same shall read as follows:

SECTION I.

(C-3) WHIPPING CREAM: Whipping cream is cream which contains not less than 30 percent (30%) milk fat.

(C-4) HALF AND HALF: Half and Half is a product consisting of a mixture of milk and cream which contains not less than 11.5 percent (11.5%) of milk fat.

(D-2) LOW FAT SKIMMED MILK: Low fat skimmed milk is milk from which a sufficient portion of milk fat has been removed to reduce it's milk fat content to not more than 1.7% and not less than 0.1%.

(D-3) FORTIFIED LOW FAT SKIMMED MILK: Fortified low fat skimmed milk is low fat skimmed milk the vitamin or mineral content of which has been increased (and to which may or may not have been added additional milk solids) by a method and in an amount approved by the Health Officer.

2. All ordinances and parts of ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED ON THE 12TH DAY OF JUNE, A. D. 1952.

ATTEST:
J. Frank Gallagher, City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,745

ACCEPTING PROPOSAL, CREATING CONTRACT WITH NORDHAUS
TIRE SALES, 442 SO. ST. MARY'S STREET, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Nordhaus Tire Sales.
2. 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. The City hereby accepts the following items only, contained in Bidder's attached proposal; 1, 2, 3, 4, 5, 11, 16, 19, 20, 22, 27, 28, and 31.

PASSED AND APPROVED this 12th day of June, A. D. 1952.

ATTEST:

J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,745A

ACCEPTING PROPOSAL, CREATING CONTRACT WITH BENITEAU'S
320 BROADWAY, SAN ANTONIO 5, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Beniteaus.
2. 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.
3. 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.
4. The City hereby accepts the following items only, contained in Bidder's attached proposal: 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 18, 21, 23, 24, 25, 26, 29, 30, 32, 33 and 34.

PASSED AND APPROVED this 12th day of June, A. D. 1952.

ATTEST:

J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,746

ACCEPTING THE PROPOSAL, OF AN CREATING A CONTRACT
WITH PEASLEE, GAULBERT CORPORATION, TO SUPPLY THE CITY
WITH FLOURESCENT LAMPS AND OTHER LARGE LAMPS FOR THE
PERIOD ENDING MAY 31, 1953.

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

1. That this ordinance evidences the acceptance of the attached Bidder's Proposal to supply the City with flourescent lamps and other large lamps, 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, San Antonio, Texas.
2. The proposal of the Peaslee, Galbert Corporation is attached hereto and made a part hereof.
3. This contract shall become effective on June 12, 1952 and shall end on May 31, 1953.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written or parol agreement, with officers or employees of the City, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

5. PASSED AND APPROVED this 12th day of June, A. D. 1952.

ATTEST:

J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

A RESOLUTION

AUTHORIZING AND DIRECTING THE ASSESSOR AND COLLECTOR OF TAXES TO ENTER UPON THE TAX ROLLS OF THE CITY OF SAN ANTONIO CORRECTIONS, ADJUSTMENTS, AND REMISSIONS OF TAXES IN CASES WHEREIN TAX ERRORS HAVE BEEN FOUND UPON THE TAX ROLLS

WHEREAS, the City Manager, or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative, acting jointly as a Board of Review, have thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and it further appearing to the satisfaction of said officers of the City, that certain errors do exist in the Tax Rolls, and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board of Review has recommended certain corrections, and it being the opinion of the City Council that said recommendations should be approved. Therefore:

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

That the Assessor and Collector of taxes is hereby authorized and directed to enter upon the Tax Rolls of the City of San Antonio, and the original receipt therefor, the following corrections, adjustments and remissions of taxes. These corrections, remissions, and adjustments are ordered for the individual reasons as listed here below and as shown on Correction Certificates on file in the Tax Assessor's Office. The assessor and Collector is hereby authorized and directed to correct and adjust his records so that the following amounts be accepted and cancellations, where shown, be allowed.

<u>Name, Receipt No. Desc. of Prop. & Reason</u>	<u>Value On Roll</u>	<u>Corrected Value</u>
Arvo S. & Ethel A. Niska, 1949 Rec. #51553 and 1950 Rec. #51603, Lots 3, 4, & 5, Blk. 21, N.C.B. 3815 - Improvements Assessed in error	(1949) 5160.00 (1950) 5160.00	120.00 120.00
J. C. Jr., & E. L. Kirby, 1951 Rec. #65420, Lot 43 & E 10 ft of 44, Blk. 12, NCB 6532, Correction made by Board of Equalization; not entered by Assessors on 1951 Roll	6520.00	4370.00
Abe & Rose Levit, 1951 Rec. #68449, Lot 22, and W. 25 ft. of 23, Blk. 13, NCB 6703, To correct error in area of 146 Square ft.	11,870.00	11,180.00
Benno J. Kusenberger, 1951 Rec. #82373, S.E. Pt of 64-A (.43 Acres) C.B. (G) NCB 8397 - Adjust in land value by Board of Equalization not entered on 1951 Tax Roll	1010.00	640.00
A. M. McNeel, 1951 Rec. No. 81135, S.E. 164.45 ft. of 14, NCB 8103 - Correction in land value by Board of Equalization; not entered on 1951 tax roll by assessors	1290.00	1000.00
Plastic Center of Texas, 1951 Rec. #134498, Personal Property - Typographical error in assessment	12950.00	1420.00
Curl Beauty Shoppe, 1951 Rec. #129736 Personal Property - Over Valued	1630.00	710.00
Commonwealth Life & Accident Insurance Co. P.P. 1951 Rec. #129530 - Error in Assessment	500.00	250.00
Fennell Coffee Co. 1951 Rec. #120498, Personal Property - Over Valued	2250.00	1100.00
Pagenkopf's Antique Shop - 1950 Rec. #127475, Personal Property - Over Valued	4050.00	1130.00
Mrs. Jessie Lott, 1950 Rec. #179038, 1947 Chevrolet Automobile Resident of Lytle, Texas	450.00	None
Gonzalo E. Martinez, et ux, 1949 Rec. #70768, 1950 Rec. No. 70607 & 1951 Rec. #72469, Lot 11 NCB 6945 - Improvement Value of \$1160 charged in error	(1949) 1230.00 (1950) 1230.00 (1951) 1230.00	70.00 70.00 70.00
Sam E. & Velma Blum, 1951 Rec. #75637, Lot 8, Blk. 104, NCB 7206, Improvements only 80% completed 6/1/54	4510.00	3670.00
Josefina Trevino, 1949 Rec. #100147, 1950 Rec. #101259, 1951, Rec. #105906, W. 1/2 of Lot 20, Blk. 1, NCB 8130 - Improvement value in the amount of \$1440. is charged in error	(1949) 1470.00 (1950) 1470.00 (1951) 1470.00	30.00 30.00 30.00

Joseph E. Horowitz, 1950 Rec. #55260 and 1951 Rec. #56893, Lots 23, 24, 25, Blk 8, NCB 6066 Improvement value in the amount of \$720.00 assessed in error	(1950) (1951)	810.00 1000.00	90.00 280.00
Maria Schultze, 1949 Rec. #807, 1950 Rec. #796 and 1951 Rec. #929, W. Irr. 66.48' of E. Irr. 136.5 ft. of 2 & W. Irr. 51.29 ft. of E. Irr 119.29 ft. of 3, NCB 127 - Error in improvement value.	(1949) (1950) (1951)	15830.00 15830.00 15830.00	12090.00 12090.00 12090.00
Olmos Amusement Co. 1950 Rec. #74946, Lot 32, Blk. 5, NCB 7282, Air Conditioning was double assessed		41430.00	34070.00
Rev. A. Sladovnik, 1951 Rec. #78175, Lot 1, N.C.B. 7359 - To correct an error of 148 square feet in area		7810.00	7220.00
Andres Bonillas, 1951 Rec. #116475, Lot 17, Blk. 10, NCB 8961 - Improvement value of \$720.00 posted in error		770.00	50.00
J. L. Lytle, Jr. 1951 Rec. #73497, Lot 6, NCB 7063, To correct error of 128 square feet in area		2500.00	2090.00
Texas Trunk Co. Inc. 1951 Rec. #11173, W. 436.8 ft. of (18) & W. 438.7 ft. of (19) ARB. 18, NCB 921 - Permit #6814 posted in error		38350.00	32350.00
Cassidy Building Materials, Inc. 1951 Rec. #118496 - S. 1/2 of Lot 7, Blk. 18, NCB 8991 - Permit #5484, dated 1/23/51 charged in error, value \$2160.		2280.00	120.00
Cassidy Bldg. Materials, Inc. 1951 Rec. #118510 - N. 1/2 of Lot 23, Blk. 18, NCB 8991 - Permit #4586, dated 1/23/51 posted in error in 1951 Value \$1980.		2100.00	120.00
Cassidy Bldg. Materials, Inc. 1951 Rec. #118511 S. 1/2 of Lot 23, Blk. 18, NCB 8991, Permit No. 4588, dated 1/23/51, posted in error in 1951 Value \$1980.		2100.00	120.00
Cassidy Building Materials, Inc. 1951 Rec. #118494, S. 1/2 of Lot 6, Blk. 18, NCB 8991, Permit #4587, dated 1/23/51 posted in error, Value \$2160.		2280.00	120.00
Cassidy Building Materials, Inc. 1951 Rec. #118495, N. 1/2 of Lot 7, Blk. 18, NCB 8991, Permit #4583, dated 1/23/51, posted in error, Value \$2160.		2280.00	120.00
Herman Rux, 1951 Rec. #19423, Lots 13 - 14, Blk 23, N.C.B. 1644 - Old garage burned. New garage assessed without allowing for old garage, value \$50		2850.00	2800.00
W. L. and Lottie Tedford, 1948 Rec. #29553 and 1949 Rec. #129313 - Personal Property Over valued \$200.	(1948) (1949)	400.00 400.00	200.00 200.00
J. E. Zeller, 1951 Rec. #81874, Lot 106, Blk. H., N.C.B. 8363 - Error in Assessment value \$1060.00 of land		2680.00	1620.00
John E. Zeller, 1951 Rec. #81871, N. 225.2 ft of 105, Blk. H. NCB 8363, Error in land value #1080		1240.00	160.00
Lorenzo & Maria Cruz, 1951 Rec. #56777 Lots 25 and 26, Blk. 2, NCB 6060, Error on improvement value \$1290. only 60% complete		3300.00	2010.00
Augusta J. Suska, 1951 Rec. #99314, Lot 19, Blk. 27S, NCB 7744 - Permit #8286, dated 9/9/50 in the amount of \$400 charged in error		1970.00	1570.00

PASSED AND APPROVED this 12th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,747

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW
\$500,000.00 TO PAY CURRENT EXPENSES OF SAID
CITY DURING THE INTERIM FISCAL PERIOD BEGINNING
JUNE 1, 1952 AND ENDING JULY 31, 1952

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

1. That for the purpose of paying debts of the City of San Antonio incurred or to be incurred for current expenses during the interim fiscal period beginning June 1, 1952, and ending July 31, 1952, there shall be borrowed and secured from the National Bank of Commerce of San Antonio advances of money for said purposes in the amount of \$500,000.00 which amount, together with all other amounts heretofore borrowed for said purposes during the fiscal year ending May 31, 1952, does not exceed estimated general fund revenues of the City for said fiscal year and interim fiscal period, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. That said notes shall be numbered consecutively from 357 to 376, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said notes, aggregating \$500,000.00, shall be payable to the National Bank of Commerce of San Antonio, all said notes being dated the day they are executed, and they shall bear interest at the rate of one and forty-four one-hundredths per cent (1.44%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes, and only from the dates of such advancements, and provided that said principal amount of advances made by said Bank to said City shall draw interest after June 30, 1952 at the rate of two and ninety-five one-hundredths per cent (2.95%), with like rate of interest on defaulted interest. Said notes shall be signed by the City Manager and countersigned by the Director of Finance, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes; said notes shall provide for final maturity not later than June 30, 1952, with privilege of pre-payment prior to maturity, and shall be concurrently secured regardless of the date of issuance.

4. That the uncollected taxes and revenues of the City of San Antonio for the fiscal year beginning June 1, 1951, and ending May 31, 1952, as well as the interim fiscal period beginning June 1, 1952, and ending July 31, 1952, and all of the current revenues of the City of San Antonio arising from taxation and all other sources during said fiscal year and interim fiscal period, other than receipts from parking meters, Health Center Project, Willow Springs Golf Course project and License dues, said revenues so pledged expressly including all uncollected back taxes for previous years, be and the same are hereby irrevocably pledged for the payment of the above said notes and advances, and said notes and all interest thereon shall constitute a first lien upon and against all said taxes and revenues, aside from those expressly excepted above, for said fiscal year and said interim fiscal period, and said notes shall be paid therefrom before any such taxes, back taxes or revenues may be lawfully appropriated to any other purpose whatsoever.

5. That the money to be borrowed by the City from the said Bank, as above provided, shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed May 29, 1951, by the Commissioners of the City and recorded in Minute Book "Y" page 327, being Ordinance No. 15,009 of the City of San Antonio, Texas.

6. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current expenses of said City during said current interim fiscal period, and in the payment of the current expenses of the City for the remainder of said period, as provided by and in accordance with the Charter and Ordinances of said City.

7. That the form of said notes shall be substantially as follows:

NO. _____ \$25,000.00

CITY OF SAN ANTONIO

TAX ANTICIPATION NOTE FOR THE INTERIM
FISCAL PERIOD BEGINNING JUNE 1, 1952,
AND ENDING JULY 31, 1952

The City of San Antonio, a municipal corporation in the County of Bexar and State of Texas, for value received, acknowledges itself indebted, and hereby promises to pay to bearer at the National Bank of Commerce, of San Antonio on or before the 30th day of June, 1952, the principal sum of Twenty-Five Thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until June 30, 1952, at the rate of one and forty-four one-hundredths per cent (1.44%) per annum, calculated and payable monthly, and at the rate of two and ninety-five one-hundredths per cent (2.95%) per annum thereafter, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity and is placed in the hands of an attorney for collection, or collected through judicial proceedings of any kind, an additional five per cent (5%) on the amount of principal and interest unpaid shall be payable at attorney's fees.

This note is one of a series of 20 notes, numbered from 357 to 376, both inclusive, each note being for the sum of \$25,000.00 aggregating the sum of \$500,000.00, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the interim fiscal period beginning June 1, 1952, and ending July 31, 1952, and to supply the needed funds to pay the current expenses of said City for the remainder of said interim fiscal period, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an Ordinance passed by the City Council of said City on the 12th day of June, 1952, which Ordinance

is Ordinance No. 17,747, recorded in Minute Book "Z", page 313, of the City of San Antonio; and these notes are secured concurrently, regardless of date of issuance.

The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes, have been done and performed, and have happened in regular and due time, form and manner, as provided by law; and that the full faith and credit of said City of San Antonio and the taxes and current revenues of said City for the fiscal year beginning June 1, 1951, and ending May 31, 1952, and for the interim fiscal period beginning June 1, 1952, and ending July 31, 1952, excepting receipts from parking meters, Health Center Project, Willow Springs Golf Course project and License dues, and all uncollected back taxes for previous years, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes.

IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, countersigned by the Director of Finance, and attested by the City Clerk of said City, this the ____ day of _____ 1952.

8. That the City Manager of said City be and he is hereby authorized and directed to sign and deliver said promissory notes to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

The fact that it is necessary for the City to borrow \$500,000.00 to pay bills that have accrued and may accrue, and that it would be embarrassing to the City and perhaps impair its credit if this Ordinance could not become effective before a period of ten (10) days creates an emergency and a public necessity which requires that the provision of the Charter that ordinances shall not become effective in less than ten (10) days be suspended and that this Ordinance should become effective immediately upon its passage; and it is so ordained.

9. PASSED AND APPROVED this 12th day of June A. D. 1952.

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Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1831

AN ORDINANCE 17,748

APPROPRIATING \$898.76 OUT OF THE "TRENCH MAINTENANCE FUND" TO PAY THURMAN BARRETT, JR. AND HARRY A. RAHE, FOR FURNISHING GRAVEL FOR MONTH OF MAY, 1952

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

the sum of \$898.76 be, and the same is appropriated hereby out of the TRENCH MAINTENANCE FUND, to pay Thurman Barrett, Jr., and Harry A. Rahe, for furnishing gravel for the month of May, 1952, in accordance with contracts on file in the office of the City Clerk dated March 13, 1952, and March 6, 1952, respectively, and as per approved Engineer's estimates on file in the Controller's Office:

THURMAN BARRETT, Jr. P. O. Box 6098, HARLANDALE STATION
(580 Cu. Yds. Gravel @0.15¢ per Cu. Yd.),.....\$ 87.00

HARRY A. RAHE, 836 S.W. Military Drive
(10,147 Cu. Yds. Gravel @0.08¢ per Cu. Yd.)..... 811.76

\$ 898.76

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1832

AN ORDINANCE 17,749

APPROPRIATING \$49.60 OUT OF THE TRENCH MAINTENANCE FUND TO PAY JOSE TREVINO FOR HAULING GRAVEL FROM RAHE PIT TO SYLVIA STREET, IN ACCORDANCE WITH CONTRACT

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

the sum of \$49.60 be and the same is appropriated hereby out of the TRENCH MAINTENANCE FUND, to pay Jose Trevino for hauling gravel from Rahe Pit to Sylvia Street, between Stephenson Road and Cardova Street, in accordance with contract on file in the office of the City Clerk dated October 6, 1949, and as per approved Engineer's estimate on file in the Controller's office.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

ATTEST:
J. Frank Gallagher, City Clerk

Sam Bell Steves
Mayor

APPRO. NO. 1833

AN ORDINANCE 17,750

APPROPRIATING \$3,400.00 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND TO PAY PAYROLLS DURING THE INTERIM PERIOD JUNE AND JULY, 1952

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

the sum of \$3,400.00 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND to pay payrolls, during the interim period June and July, 1952.

PASSED AND APPROVED on the 19th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1834

AN ORDINANCE 17,751

APPROPRIATING \$124.86 OUT OF THE PARK REVENUE BOND-1945 FUND TO PAY VARIOUS MERCHANTS FOR MISCELLANEOUS SUPPLIES AND SERVICES

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

the sum of \$124.86 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND to pay various merchants for miscellaneous supplies and services, as per statements on file, and as listed below:

Golden West Oil Company	\$ 3.76
Monarch Refining Company	<u>121.10</u>
	\$ 124.86

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1835

AN ORDINANCE 17,752

APPROPRIATING \$62.43 OUT OF THE 1950 GENERAL FUND-PROCEEDS OF NOTES-POLICE DEPARTMENT TO PAY GRAYBAR ELECTRIC CO., INC. ADDITIONAL AMOUNT FOR TRAFFIC CONTROL CABLE, BEING INCREASE IN PRICE

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

the sum of \$62.43 be, and the same is hereby appropriated out of the 1950 GENERAL FUND-PROCEEDS OF NOTES-POLICE DEPARTMENT to pay Graybar Electric Co., Inc., additional amount for traffic control cable, being increase in price, as per approved statement on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1836

AN ORDINANCE 17,753

APPROPRIATING \$150.20 OUT OF THE COMMERCE BUILDING FUND TO PAY OTIS ELEVATOR COMPANY FOR SERVICES DURING THE MONTH OF MAY, 1952

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

the sum of \$150.20 be, and the same is hereby appropriated out of the COMMERCE BUILDING FUND to pay Otis Elevator Company for services during the month of May, 1952 as per approved statements on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1837

AN ORDINANCE 17,754

APPROPRIATING \$4,178.59 OUT OF THE TRENCH MAINTENANCE FUND TO PAY VARIOUS MERCHANTS FOR MISCELLANEOUS SUPPLIES

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

the sum of \$4,178.59 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND to pay various merchants for miscellaneous supplies, as per approved statements on file, and as listed below:

Kelly Construction Company	\$ 3,792.00
Uvalde Rock Asphalt Co.....	<u>386.59</u>
	\$ 4,178.59

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1838

AN ORDINANCE 17,755

APPROPRIATING \$133.59 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND TO PAY VARIOUS MERCHANTS FOR MISCELLANEOUS SUPPLIES AND SERVICES

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

the sum of \$133.59 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND to pay various merchants for miscellaneous supplies and services, as per approved statements on file, and as listed below:

Commercial Recorder	\$ 64.00
James W. Price	25.00
W. H. Winterborne & Sons	<u>44.59</u>
	\$ 133.59

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1839

AN ORDINANCE 17,756

APPROPRIATING \$1,710.00 OUT OF THE STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND TO PAY JOHN E. ZELLER 3% COMMISSION ON RIGHT-OF-WAY PURCHASES FOR THE PERIOD MARCH 31ST, 1952 THROUGH JUNE 3RD, 1952

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

the sum of \$1,710.00 be, and the same is hereby appropriated out of the STATE OR STATE AID HIGHWAYS BONDS A-49 FUND to pay John E. Zeller 3% commission on right-of-way purchases for the period March 31st, 1952 through June 3rd., 1952, as per approved statement on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1840

AN ORDINANCE 17,757

APPROPRIATING \$5,000.00 OUT OF THE TRENCH MAINTENANCE FUND TO PAY UVALDE ROCK FOR ASPHALT

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

the sum of \$5,000.00 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND to pay Uvalde Rock Asphalt Co. for asphalt, as per approved statements on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1841

AN ORDINANCE 17,758

APPROPRIATING \$49.46 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND TO PAY VARIOUS FIRMS FOR SERVICES

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

the sum of \$49.46 be, and the same is hereby appropriated out of the STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND to pay various firms for professional services, as per approved statements on file, and as listed below:

F. F. Ludolph & Co.....	\$ 42.71
Guardian Abstract & Title Co.....	1.00
Stewart Title Co.....	<u>5.75</u>
	\$ 49.46

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1842

AN ORDINANCE 17,759

APPROPRIATING \$1,870.97 OUT OF THE TRENCH MAINTENANCE FUND TO PAY VARIOUS FIRMS FOR MISCELLANEOUS SUPPLIES AND SERVICES

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

the sum of \$1,870.97 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND to pay various firms for miscellaneous supplies and services, as per approved statements on file, and as listed below:

Kelly Construction Co.....	\$ 677.10
Jose Trevino	810.96
Uvalde Rock Asphalt Company	<u>382.91</u>
	\$ 1,870.97

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1843

AN ORDINANCE 17,760

APPROPRIATING \$846.34 OUT OF THE PARK REVENUE BOND-1945 FUND TO PAY PER DIEM PAYROLL FOR THE PERIOD ENDING MAY 31ST, 1952

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

the sum of \$846.34 be, and the same is hereby appropriated out of the PARK REVENUE

BOND-1945 FUND To pay per diem payroll for the period ending May 31st, 1952

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1844

AN ORDINANCE 17,761

APPROPRIATING \$3,000.00 OUT OF THE ROBERT B. GREEN MEMORIAL HOSPITAL FUND PAYABLE TO NATIONAL BANK OF COMMERCE FOR INTEREST ON ROBERT B. GREEN MEMORIAL HOSPITAL NOTES

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

the sum of \$3,000.00 be, and the same is hereby appropriated out of the ROBERT B. GREEN MEMORIAL HOSPITAL FUND payable to National Bank of Commerce for interest on Robert B. Green Memorial Hospital Notes.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1845

AN ORDINANCE 17,762

APPROPRIATING \$4.50 OUT OF THE STREET & BRIDGE A-49 FUND TO PAY ENGINEERS TESTING LABORATORY, INC. FOR PROFESSIONAL SERVICES

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

the sum of \$4.50 be, and the same is hereby appropriated out of the STREET & BRIDGE A-49 FUND to pay Engineers Testing Laboratory, Inc., for professional services, as per approved statement on file

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1846

AN ORDINANCE 17,763

APPROPRIATING \$167.63 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND TO PAY VARIOUS FIRMS FOR SUPPLIES AND SERVICES

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

the sum of \$167.63 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND to pay various firms for supplies and services, as per approved statements on file, and as listed below:

Alamo Abstract & Title Guaranty Co.....	\$ 2.50
Mission Concrete Pipe Co.....	100.13
James W. Price	<u>65.00</u>
	\$ 167.63

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1847

AN ORDINANCE 17,764

APPROPRIATING \$32.00 OUT OF THE CITY OF SAN ANTONIO
RODENT CONTROL TRUST ACCOUNT TO PAY RODENT CONTROL
REVOLVING FUND FOR 200 LBS. WARFERIN

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

the sum of \$32.00 be, and the same is hereby appropriated out of the CITY OF SAN ANTONIO RODENT CONTROL TRUST ACCOUNT to pay Rodent Control Revolving Fund for 200 lbs. Warferin, as per approved Purchase Order on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1848

AN ORDINANCE 17,765

APPROPRIATING \$47.80 OUT OF THE PARK REVENUE BOND-
1945 FUND TO PAY VARIOUS MERCHANTS FOR VARIOUS
SUPPLIES AND SERVICES

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

the sum of \$47.80 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND to pay various merchants for various supplies and services, as per approved statements on file, and as listed below:

Golden West Oil Co.....	\$ 1.88
Monarch Refining Co.....	30.27
Southwestern Bell Telephone Co....	<u>15.65</u>
	\$ 47.80

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1849

AN ORDINANCE 17,766

APPROPRIATING \$1.00 OUT OF THE STREET & BRIDGE
C-45 FUND TO PAY STEWART TITLE COMPANY RECORDING
FEE ON PROPERTY PURCHASED BY THE CITY OF SAN ANTONIO

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

the sum of \$1.00 be, and the same is hereby appropriated out of the STREET & BRIDGE C-45 FUND to pay Stewart Title Company recording fee on property purchased by the City of San Antonio, as per approved statement on file.

PASSED AND APPROVED on the 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,767

ACCEPTING THE PROPOSAL AND CREATING CONTRACT
WITH J. H. BLACK FOR THE MOVING OF A CITY-
OWNED HOUSE

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

1. That the proposal of J. H. Black, dated June 16, 1952, to move a City-owned building from Lot F, New City Block 856 (722 East Elmira Street) across Wilmington Street onto parts of Lot 1, 2, 3, and 4, New City Block 833 also abutting on East Elmira Street, for the sum of \$1250.00 , be and the same is accepted hereby.

2. The proposal is attached hereto and made a part hereof.

3. House is to be placed on 10-inch cedar posts, 36 inches in ground, holes belled 24 inches at bottom with an 8 inch concrete base. Said posts to be spaced a maximum of 5 feet apart. Posts in place are to be furnished by owner.

4. J. H. Black shall be liable to the City of San Antonio for any and all damages to said house caused by the carelessness of the mover in moving of same.

5. All work and construction shall be done in accordance with all existing City ordinances and in a workmanlike manner.

6. Work to be started within ten days from the date of notice from the City to proceed and shall be completed within ten working days, conditions permitting.

7. The owner will stake the location where the house is to be moved and grade and level same.

8. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
MAYOR

ATTEST:
J. Frank Gallagher
City Clerk

9. The foregoing ordinance creating a contract between the City of San Antonio and J. H. Black, is accepted in all things by the undersigned, this the ____ day of June A. D. 1952.

/s/ J. H. Black

AN ORDINANCE 17,768

EXTENDING TERM OF LEASE OF LAND OUT OF THE
SEWER FARM PROPERTY TO THE UNITED STATES
DEPARTMENT OF AGRICULTURE FOR SOIL CONSERVATION
NURSERY, TO JUNE 30TH, 1953

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

1. THAT the terms of the lease granted by ordinance of October 28, 1943, as amended by ordinance of February 20, 1947, to tract of land out of the Sewer Farm, to the United States Department of Agriculture, for the operation of a soil conservation nursery, be and the same is hereby extended from the 1st day of July, 1952, to the 30th day of June, 1953, under the same terms and conditions as the original lease, as amended, covering 38.62 acres.

2. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

3. ACCEPTED this ____ day of June, A. D. 1952

UNITED STATES DEPARTMENT OF
AGRICULTURE

By _____
Chief, Regional Administrative
Services Division

AN ORDINANCE 17,769

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
MASTERSON DISTRIBUTING COMPANY, 1901 TRANSIT
TOWER, SAN ANTONIO, TEXAS

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

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

2. 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.

3. 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.

4. This is to accept Bidder's Proposal. (800 swimming pool baskets)

PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,770

REPEALING ORDINANCE NO. 17569, PASSED AND APPROVED
THE 12TH DAY OF MAY, 1952 MAKING AND MANIFESTING A
DEED TO GEORGE W. HOPPER CONVEYING PROPERTY OWNED
BY THE CITY OF SAN ANTONIO IN CONSIDERATION OF THE
SUM OF \$150.00

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

1. That an Ordinance entitled:

"MAKING AND MANIFESTING A DEED TO GEORGE W. HOPPER CONVEYING
PROPERTY OWNED BY THE CITY OF SAN ANTONIO IN CONSIDERATION OF THE
SUM OF \$150.00"

passed and approved the 12th day of May, 1952, be and the same is hereby repealed.

2. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,771

MAKING AND MANIFESTING A DEED TO GEORGE W. HOPPER
CONVEYING PROPERTY OWNED BY THE CITY OF SAN ANTONIO
IN CONSIDERATION OF THE SUM OF \$150.00

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

1. THAT this Ordinance makes and manifests a Deed of the City of San Antonio to
George W. Hopper, in consideration of \$150.00 paid to the City of San Antonio; and,

2. The City of San Antonio, a municipal corporation, has granted, sold and
conveyed and by these presents does grant, sell and convey to George W. Hopper, with
the restriction and upon the covenant and condition hereinafter mentioned, that certain
tract or parcel of land lying and being situated in Bexar County, Texas, more particularly
described as follows, to-wit:

3. Being a portion of Lot 32, New City Block 6480 and a portion of Lot 33, New
City Block 6480, more particularly described as follows:

The South Irregular 115.5 feet of Lot 32,
NCB 6480 and

The South Irregular 74.75 feet of lot 33,
NCB 6480

Containing approximately 3737.5 square feet.

4. TO HAVE AND TO HOLD the said premises together with all and singular the
rights, privileges and appurtenances thereto in any manner belonging, unto the said
Grantee, his heirs and assigns forever; so that neither the said City of San Antonio,
nor its successors nor any person or persons claiming under it, shall at any time, have
claim or demand any right or title to the aforesaid premises, except as to taxes or
assessments.

5. The further covenant, consideration and condition is that no house, building
or other structure of any nature shall ever be placed or erected upon the lands or
premises herein conveyed within a distance of 15 feet from the adjoining expressway
right-of-way, either by the Grantee herein, or by his heirs, executors, administrators,
or assigns; and in case of any violation of the above, then conveyance hereunder shall
be null and void, and the said land and premises shall absolutely revert, without suit,
or re-entry, to the Grantor herein or its successors; and no act or omission on the part
of any of them shall be a waiver of the operation or enforcement of such covenant or
of such condition.

6. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

File 5-367
11-1-64
11-1-64

See Ord 17,639
5/22/52

AN ORDINANCE 17,772

ACCEPTING THE BID OF AAA HOUSE MOVERS TO MOVE BUILDING NO. 345 AND NO. 347 FROM STINSON FIELD, IN BEXAR COUNTY, TEXAS TO THE SAN ANTONIO MUNICIPAL AIRPORT FOR THE SUM OF \$5,481 PAYABLE OUT OF INTERIM GENERAL - SAN ANTONIO MUNICIPAL AIRPORT

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

1. That this Ordinance accepts the bid of AAA House Movers to move Buildings No. 345 and 347 from Stinson Field, in Bexar County, Texas to the San Antonio Municipal Airport and this ordinance makes and manifests a Contract to that effect between AAA House Movers and the City of San Antonio.

2. It is agreed and understood by the parties herein that AAA House Movers will move Buildings No. 345 and No. 347 from Stinson Field in Bexar County, Texas to the San Antonio Municipal Airport and AAA House Movers agree to place said buildings on a concrete pier foundation; said foundation to be constructed by AAA House Movers at its own expense.

3. It is further agreed that AAA House Movers will at its own expense purchase all licenses, permits and insurance incident to the moving of said buildings. Said insurance shall include Workman's Compensation, Contractor's liability, property damage and public liability in the amounts of \$50,000. and \$100,000.

4. The City agrees to pay to AAA House Movers the sum of \$5,481. for the moving of the two buildings as hereinbefore provided which includes the construction of the concrete pier foundation as per plans and specifications attached hereto and made a part hereof.

5. Said pier foundation and building shall be placed in the location at the San Antonio Municipal Airport as designated by the Director of Aviation.

6. Said payment to be made out of the INTERIM, GENERAL-SAN ANTONIO MUNICIPAL AIRPORT.

7. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

8. I hereby accept this Contract and all of its rights and liabilities.

AAA HOUSE MOVERS

By: _____

AN ORDINANCE 17,773

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$13.00 TO THE BERNARD LUMBER CO. DUE TO BUILDING PERMIT BEING PURCHASED IN ERROR

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

1. THAT the Director of Finance is hereby authorized to make a refund in the amount of \$13.00 to the Bernard Lumber Co. due to the purchase of a building permit in error.

2. Payment of the refund shall be made out of the Interim Period General Fund, Account 56-00.

3. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

(AN ORDINANCE 17,774.)

AN ORDINANCE 17,774

AMENDING AN ORDINANCE PASSED AND APPROVED ON THE 3RD DAY OF 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 RE-ZONE TRACTS A-1, 2, 3 AND C, OF NEW CITY BLOCK 8416 (CASE #198); LOT 4, NEW CITY BLOCK 7637 (CASE #199); LOT B, NEW CITY BLOCK 7184 (CASE #200); TRACT #1, O.C.L. 194, NEW CITY BLOCK A-34 (CASE #201). 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 19 JUNE, 1952

BE IT ORDAINED BY THE CITY COUNCIL 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. To re-zone Tracts A-1, 2, 3, and C of New City Block 8416, by the extension of "F" LOCAL RETAIL DISTRICT 400 feet deep on the west side of Fredericksburg Road (Case #198)
3. To re-zone Lot 4, New City Block 7637, on the corner of South Presa Street and Dullnig Court, from "D" APARTMENT to "J" COMMERCIAL DISTRICT (Case #199)
4. To re-zone Lot B, New City Block 7184, having a frontage of 96.4 feet on Pasadena Street and 155 feet on Capitol Avenue, from "B" RESIDENTIAL DISTRICT to "J" COMMERCIAL DISTRICT (Case #200).
5. To re-zone Tract #1 O.C.L. 194, New City Block A-34, extending "J" COMMERCIAL DISTRICT 412 feet west of present "J" ZONE on the 1500 block of South Zarzamora Street, and facing 412 feet on Saltillo Street and 412 feet on South Laredo Street, said tract being presently zoned as "C" RESIDENTIAL (Case #201)
6. All ordinances and parts of ordinances in conflict herewith are repealed, and the present classification of said area is discontinued.
7. The Building Inspector is ordered to change his records and zoning maps accordingly.
8. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage by a two-thirds vote of the City Council and signature of the Mayor as made and provided by the Charter of the City of San Antonio.
9. 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.
10. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,775

TRANSFERRING \$1,000.00 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES ACCOUNT TO THE INTERIM PERIOD GENERAL FUND-SPECIAL INVESTIGATION ACCOUNT

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

the sum of \$1,000.00 be, and the same is hereby ordered transferred, out of the 1951 GENERAL FUND-PROCEEDS OF NOTES ACCOUNT to the INTERIM PERIOD GENERAL FUND-SPECIAL INVESTIGATION ACCOUNT.

PASSED AND APPROVED on the 19th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,776

DEFINING AND DECLARING ANY BUILDING OR USE OF ANY PREMISES IN VIOLATION OF THE ZONING ORDINANCES RELATING TO THE DISTRICT IN WHICH IT IS LOCATED A PUBLIC NUISANCE, WHERE THE ERECTION OR MAINTENANCE OF SUCH BUILDING OR THE USE OF THE PREMISES IS OF SUCH NATURE THAT CREATES A FIRE OR HEALTH MENACE OR INTERFERES WITH THE HEALTHY, QUIET, SAFE AND PEACEABLE ENJOYMENT OF THEIR HOMES BY CITIZENS LIVING IN THE VICINITY OF SUCH BUILDING OR PREMISES, AND GIVING TO THE BOARD OF ADJUSTMENT THE POWER TO HEAR AND DETERMINE THE FACTS IN EACH CASE; AND THE POWER TO ORDER THE ABATEMENT AND CESSATION OF SUCH NUISANCE

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

1. That the erection and maintenance of any building or the use of any premises in violation of the zoning ordinances of the City of San Antonio relating to the area and district in which said building or premises are located, shall be and is hereby declared to be a public nuisance when such building or use of such premises are such that the building or use of the premises constitutes a fire or health nuisance or interferes with the healthy, quiet, safe and peaceable enjoyment of their homes by citizens living in the vicinity of such building or premises.

2. That the San Antonio Board of Adjustment be and is hereby authorized and empowered to hear and determine the facts in such case and is granted the power to order the abatement and cessation of such nuisance.

3. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,777

AMENDING SEC. 1 OF "AN ORDINANCE ESTABLISHING A PARKS AND RECREATION BOARD, FIXING TERMS OF MEMBERSHIP THEREOF, AND REPEALING SECTION 2-10 OF THE SAN ANTONIO CITY CODE", PASSED AND APPROVED ON JUNE 5TH, 1952, BY INCREASING THE MEMBERSHIP OF SAID BOARD TO NINE(9) MEMBERS

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

1. That Sec. 1 of "AN ORDINANCE ESTABLISHING A PARKS AND RECREATION BOARD, FIXING TERMS OF MEMBERSHIP THEREOF AND REPEALING SEC. 2-10 OF THE SAN ANTONIO CITY CODE", passed and approved on June 5th, 1952, be and the same is hereby amended so as to hereafter read as follows:

"Sec. 1. That there is hereby created a Parks and Recreation Board which shall consist of nine (9) members to be appointed by the City Manager for overlapping two-year terms; provided, however, that initially five (5) members of the Board shall serve until May 31, 1954 and four (4) members shall serve until May 31, 1953.

2. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,778

APPOINTING MEMBERS TO THE PARKS AND RECREATION BOARD

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

1. That the following named persons are hereby appointed as members of the Parks and Recreation Board for the terms indicated.

Koger Stokes	-	term expiring May 31, 1954
Otto Koehler	-	term expiring May 31, 1954
Mrs. Harold Gee	-	term expiring May 31, 1954
Rev. H. Paul Osborne	-	term expiring May 31, 1954
Peter D. Reed	-	term expiring May 31, 1954
Henry Guerra	-	term expiring May 31, 1953
Mrs. Howell Jones	-	term expiring May 31, 1953
C. D. Foster	-	term expiring May 31, 1953
Atlee B. Ayres	-	term expiring May 31, 1953

2. The Board shall elect its own Chairman from its membership.

3. PASSED AND APPROVED this 19th day of June, A. D. 1952.

ATTEST:
J. Frank Gallagher, City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,779

GRANTING TO THE TEXAS AND NEW ORLEANS RAILROAD COMPANY THE RIGHT AND PRIVILEGE OF CONSTRUCTING, MAINTAINING AND OPERATING AN INDUSTRY RAILROAD SPUR TRACT IN, UPON AND ALONG MACKENSEN STREET IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND PRESCRIBING THE TERMS AND CONDITIONS OF SAID RIGHT AND PRIVILEGE

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

1. That the right and privilege be and the same is hereby granted to the Texas and New Orleans Railroad Company to construct and thereafter maintain, repair, operate and use a certain railway spur track in, upon and along Mackensen Street, San Antonio, Bexar County, Texas, the center line of said track being more particularly described as follows, to-wit:

Beginning on the south side of Mackensen Street approximately two hundred eighty feet (280') easterly from the east line of Chestnut Street; Thence in a westerly direction, in, upon and along Mackensen Street, a distance of one hundred eighty feet (180'), as shown by red line on map hereto attached.

2. This privilege is granted for the purpose of reaching and affording railway facilities, connections and loading and switching privileges to owners or users of industrial plants or business enterprises situated near or in the vicinity of said track to be located, in part, upon the locations mentioned in Section 1 hereof.

3. That said railway track, above mentioned, may be used by the trains, engines and cars owned and/or operated by said Texas and New Orleans Railroad Company, its successors, assigns, licenses and invitees, and such trains, engines and cars shall be so operated thereover as not to interfere, unreasonably, with public travel upon, along, or across the streets occupied thereby, or any portion thereof; and, except so far as may be reasonably necessary in the switching, movement, storage and handling of cars, the said streets shall be kept clear, and no cars shall be permitted to remain standing on such streets except as aforesaid.

4. That said Railroad Company shall, at its own expense, install, maintain, and keep in repair all ditches, drains and culverts made necessary for the proper drainage of said streets by the construction of said tract; and will, at its own expense, repair and place in its condition, as immediately before the installation of said track may be installed.

5. Should said street be paved or otherwise improved, said Railroad Company, by the acceptance hereof, agrees to pay the cost of paving or improving the portion of said street lying between the rails of said track and two (2) feet on each side thereof, for all excavation and foundation made necessary by reason of the existence of the track thereon. The Railroad Company shall, at all times, so maintain said track, together with paving or other surfacing of the street within the rails thereof and for a space of two (2) feet outside of each rail thereof, so that the crossing will be smooth and will constitute no danger, hazard or obstruction to persons using or vehicles passing along said street. Nothing herein contained, however, shall limit any right or power of the City to require payment for paving or improving in addition to the amount herein expressly agreed to.

6. The privilege hereby granted shall become effective upon the Railroad Company filing with the City Clerk of the City of San Antonio its acceptance hereof in writing within thirty (30) days after final passage of this Ordinance, and shall continue for a term of twenty-five (25) years thereafter. Failure to exercise the rights granted within said thirty (30) day period or subsequent abandonment or discontinuance of the use of said track, or failure to comply with any of the material terms, obligations, provisions or requirements of this ordinance shall annul the same and work as a forfeiture of all rights and privileges herein granted.

7. Upon the expiration of said term, the City of San Antonio may, at its option, require the Railroad Company to remove said track and to replace the streets in such condition and repair as existed at the time of said installation or at the time of said removal, all of which is to be done at the expense of said Railroad Company.

8. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,780

AMENDING SEC. 12-1. BUILDING CODE - AMENDMENT NO. 1
OF THE SAN ANTONIO CITY CODE

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

1. That Sec. 12-1 Building Code - Amendment No. 1 of the San Antonio City Code be and the same is hereby amended to hereafter read as follows:

"Sec. 12-1 Building Code - Amendment No. 1
That Section 204 of the Uniform Building Code, Adopted August 11, 1949,
be changed to read as follows:

'Section 204. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of this Code, there shall be and is hereby created a board of examiners and appeals, consisting of eleven (11) members, who are qualified by experience and training to pass upon matters pertaining to building construction. The building official shall be an ex-officio member and shall act as secretary to the board. The board of examiners and appeals shall be appointed by the City Manager and shall hold office at his pleasure. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council such new legislation as is consistent therewith.'

2. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,781

APPOINTING H. S. BROWN AND RIGDON TERRELL AS MEMBERS OF THE BOARD OF EXAMINERS AND APPEALS

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

1. That the following named persons are hereby appointed as members of the Board of Examiners and Appeals.

Mr. H. S. Brown - 126 North St.

Mr. Rigdon Terrell - 108 Susan Carroll Drive

2. That the above members shall serve at the pleasure of the City Manager and without compensation from the City.

3. PASSED AND APPROVED this 19th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1850

AN ORDINANCE 17,782

AMENDING APPROPRIATION NO. 1777 PASSED AND APPROVED APRIL 24TH, 1952, TO CORRECT THE NAMES OF MERCHANTS FURNISHING LA VILLITA WITH COMMEMORATIVE PLATES AND BROCHURES

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

1. the appropriation passed and approved April 24th, 1952, providing for the purchase for La Villita of commemorative plates and brochures from John H. Roth & Co., is hereby amended to correct the name of the merchants furnishing such items to read as follows:

John H. Roth & Co.....	\$ 2,300.00
The Clegg Co.....	760.00
William C. Heil	<u>95.00</u>
	\$ 3,155.00

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1851

AN ORDINANCE 17,783

APPROPRIATING \$42.57 OUT OF THE STREET & BRIDGE
A-49 FUND TO PAY MISSION CONCRETE PIPE COMPANY
FOR MISCELLANEOUS SUPPLIES

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

the sum of \$42.57 be, and the same is hereby appropriated out of the STREET & BRIDGE
A-49 FUND to pay Mission Concrete Pipe Company for miscellaneous supplies, as per approved
statement on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1852

AN ORDINANCE 17,784

APPROPRIATING \$139.10 OUT OF THE SANITARY SEWER
PLANT & SYSTEM A-47 FUND TO PAY MISSION CONCRETE
PIPE COMPANY FOR SEWER PIPE

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

the sum of \$139.10 be, and the same is hereby appropriated out of the SANITARY
SEWER PLANT & SYSTEM A-47 FUND to pay Mission Concrete Pipe Company for sewer pipe, as per
approved statement on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1853

AN ORDINANCE 17,785

APPROPRIATING \$826.40 OUT OF THE TRENCH MAINTENANCE
FUND TO PAY MCDONOUGH BROTHERS, INC. FOR MISCELLANEOUS
SUPPLIES

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

the sum of \$826.40 be, and the same is hereby appropriated out of the TRENCH
MAINTENANCE FUND to pay McDonough Brothers, Inc. for miscellaneous supplies, as per
approved Statement on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1854

AN ORDINANCE 17,786

APPROPRIATING \$143.30 OUT OF THE PARK REVENUE
BOND-1945 FUND TO PAY CITY PUBLIC SERVICE BOARD
FOR GAS AND ELECTRICITY FOR THE MONTH OF MAY, 1952

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

the sum of \$143.30 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 May, 1952, as per approved statement on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1855

AN ORDINANCE 17,787

APPROPRIATING \$848.42 OUT OF THE ROBERT B. GREEN MEMORIAL HOSPITAL FUND TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF MAY, 1952

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

the sum of \$848.42 be, and the same is hereby appropriated out of the ROBERT B. GREEN MEMORIAL HOSPITAL FUND to pay City Public Service Board for gas and electricity for the month of May, 1952 as per statements on file.

PASSED AND APPROVED on the 26th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1856

AN ORDINANCE 17,788

APPROPRIATING \$238.41 OUT OF THE COMMERCE BUILDING FUND TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF MAY, 1952

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

the sum of \$238.41 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 May, 1952, as per approved statements on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1857

AN ORDINANCE 17,789

APPROPRIATING \$37.39 OUT OF THE IMPROVEMENTS DISTRICT FOR OPENING AND WIDENING SOUTH ALAMO BETWEEN PROBANDT AND SOUTH LAREDO FUND, TO PAY LOUIS W. LIPSCOMB FEES IN CONNECTION WITH ACQUISITION OF RIGHT-OF-WAY FOR SOUTH SIDE ARTERY (URBAN EXPRESSWAY)

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

the sum of \$37.39 be, and the same is appropriated hereby out of the IMPROVEMENT DISTRICT FOR OPENING AND WIDENING SOUTH ALAMO BETWEEN PROBANDT AND SOUTH LAREDO FUND, to pay Louis W. Lipscomb fees in connection with acquisition of property required for right-of-way for South Side Artery (Urban Expressway), in accordance with contract on file in the office of the City Clerk dated November 2, 1950, and as per approved statement on file in the Controller's office, copy of which is attached hereto and made a part hereof.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1858

AN ORDINANCE 17,790

APPROPRIATING \$287.26 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND, TO PAY LOUIS W. LIPSCOMB FEES IN CONNECTION WITH ACQUISITION OF PROPERTY REQUIRED FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY-HICKS AVENUE)

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

the sum of \$287.26, be and the same is appropriated hereby out of the STATE OR STATE-AID HIGHWAY BONDS A-49 FUND, to pay Louis W. Lipscomb fees in connection with acquisition of property required for right-of-way for Urban Expressway (Interregional Highway-Hicks Ave.) in accordance with contract on file in the office of the City Clerk dated November 2, 1950, and as per approved statement on file in the Controller's, copy of which is attached hereto and made a part hereof:

JOHN A. BERTETTI (Ordinance Passed May 15, 1952) 3% of \$1500.00 -----	\$ 45.00
KATHLEEN HUFFMAN & HUSBAND, TOM E. HUFFMAN, & DOROTHY WILLIAMS, A FEME SOLE (Ordinance Passed March 13, 1952) 3% of \$830.40-----	24.91
LIZZIE L. KIRKPATRICK (Ordinance Passed April 3, 1952) 3% of \$1,000.00 -----	30.00
E. A. NARANJO - Temporary Easement (Ordinance Passed 4/10/52) 3% of \$200.00 -----	6.00
AdELIA J. OROSCO, ADMINISTRATRIX OF THE ESTATE OF JOSEPH T. OROSCO, DCSD 3% of \$75.00 (Ordinance Passed May 1, 1952)-----	2.25
HARRY J. BURRUS & WIFE, ZELDA K. BURRUS (Ordinance passed 5/15/52) 3% of \$2729.40 -----	81.88
HELEN QUARLES, SOLE LEGATEE UNDER THE WILL OF F. W. QUARLES, DECEASED 3% of \$1040.00 (Ordinance Passed 4/3/52) -----	31.20
HERMAN STEPHENS & WIFE, PAULINE STEPHENS (Ordinance passed 5/29/52) 3% of \$770.00 -----	23.10
LUCILLE B. URBAN, A WIDOW, & DONALD RAYMOND URBAN 3% of \$965.00 (Ordinance Passed June 12, 1952)-----	28.95
PEARL HILDEBRAND VANCE & HUSBAND, C. E. VANCE (Ordinance Passed 3/20/52) 3% of \$405.00 (\$255.00 Land 0 \$150.00 Temporary Easement)-----	12.17
PEARL HILDEBRAND VANCE & HUSBAND, C. E. VANCE (Ordinance Passed 6/5/52) 3% of \$60.00 -----	1.80
	\$ 287.26

PASSED AND APPROVED on the 26th day of June A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1859

AN ORDINANCE 17,791

AUTHORIZING THE CITY CONTROLLER TO PAY JACOBSEN
CONSTRUCTION COMPANY \$2,331.48 OUT OF THE 1951
GENERAL FUND-PROCEEDS OF NOTES-MUNICIPAL AIRPORT
FOR EQUIPMENT AND SUPPLIES FURNISHED IN CONNECTION
WITH REPAIR OF HANGAR NO. 2

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

the City Controller be, and is hereby authorized to pay Jacobsen Construction Company \$2,331.48 out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-MUNICIPAL AIRPORT for equipment and supplies furnished in connection with repair of hangar No. 2, as per approved statement on file.

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,792

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

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

1. That the petition of Mr. & Mrs. A. F. Gates, 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

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 825 Avondale Street, Lot 11-C Co. Block 5638-B 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 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,793

AMENDING SECTION 22-250 OF THE SAN ANTONIO
CITY CODE PERTAINING TO THE TANK STORAGE OF
FLAMMABLE LIQUIDS BY ELIMINATING THE REQUIRE-
MENT OF COUNCIL ACTION IN THE GRANTING OF SPECIAL
PERMITS

WHEREAS, at the present time Section 22-250 of the San Antonio City Code requires individual Council action in the granting of permits to install tanks over 2000 gallon capacity for the storage of flammable liquids; and,

WHEREAS, it has been determined that such permits can be investigated by technically trained inspectors and administered according to respective City laws and thus alleviate the City Council with this detail work, NOW, THEREFORE:

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

1. That Section 22-250 of the San Antonio City Code be and the same is amended hereby so that the same shall hereafter read as follows:

"Sec. 22-250. Storage in tanks required; capacity.

Except as otherwise permitted in this article, the storage of flammable liquids shall be outside buildings, in underground tanks or aboveground tanks, except that the storage in tanks aboveground and outside buildings is prohibited within fireproof district A and innerfire district B; provided, that for existing tanks within such limits, which are properly safeguarded and do not involve a hazard to other property, a permit shall be granted."

2. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,794

REPEALING SECTION 20-6 OF THE SAN ANTONIO CITY CODE;
SAID SECTION REQUIRING APPROVAL OF THE CITY COUNCIL
OF LOCATIONS FOR DRIVE-IN FILLING STATIONS

WHEREAS, Section 20-6 of the San Antonio City Code requires individual Council action on the approval of locations for the construction of drive-in filling stations; and,

WHEREAS, it being more practical and expedient to have persons desiring to construct filling stations to apply direct to the Building Inspector for permits and alleviate the Council from this detail, NOW THEREFORE

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

1. THAT Section 20-6 of the San Antonio City Code reading:

"Sec. 20-6. Permit to establish or operate required.

Except within the limits where drive-in filling stations are prohibited as provided in the preceding section, any person desiring to establish, construct or operate a drive-in filling station shall file a petition with the board of commissioners describing the location where it is desired to establish, construct or operate such station, which petition, plans and all other facts in connection therewith shall be considered by the said Commission; and is after said consideration, if there is no limitation by covenant running with the land of the use of such location for the purpose therein contemplated, the commissioners may, in their discretion, approve the location of the filling station at that place, or they may, in their discretion, refuse a permit for the location of the filling station at that place, if in their opinion the location, plans and specifications do not conform to this chapter or the safety, health, comfort, convenience, order or good government of the city will be adversely affected by the granting of such permit."

be and the same is hereby repealed.

2. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

AN ORDINANCE 17,795

AMENDING SECTION 23-84 AND SECTION 23-92 OF THE
SAN ANTONIO CITY CODE PERTAINING TO THE DEFINITIONS
AND LABELING OF ICE CREAM AND FROZEN DESSERTS

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

1. THAT Section 23-84 of the San Antonio City Code is amended hereby so that the same shall hereafter read as follows:

"Sec. 23-84. DEFINITIONS.

The following definitions shall apply in the interpretation and the enforcement of this article:

(A) Ice Cream. Ice Cream is a frozen dairy product made with sweet milk, cream, skim milk, evaporated or condensed milk, evaporated or condensed skim milk, dry milk, non-fat dry milk solids, dried buttermilk, milk fat, or sweet butter made from sweet cream, or any combination of any such products with or without sweetening, clean eggs or egg products, and with or without the use of flavoring and coloring. Except as hereinafter provided, ice cream shall contain not less than 8 per cent of milk fat, nor more than five-tenths of 1 per cent of edible stabilizer approved by the director. Ice Cream when sold by the manufacturer or retailer shall contain not less than 1.6 pounds of total food solids per gallon and weigh not less than 4.5 pounds per gallon.

(1) Fruit Ice Cream. Fruit ice cream is ice cream containing not less than 6 per cent of milk fat and not less than 3 per cent by weight of mature fruit, fruit juices or imitation fruit juices.

(2) Nut Ice Cream. Nut ice cream is ice cream containing not less than 6 per cent of milk fat and no less than 1 per cent by weight of non-rancid nut meats.

(3) Chocolate Ice Cream. Chocolate ice cream shall conform in all respects to the definition of ice cream hereinbefore set forth except that it shall contain chocolate or cocoa and its milk fat content shall not be less than 6 per cent of the finished product excepting that nothing contained in the definition hereinbefore set forth of ice cream shall preclude the presence in chocolate ice cream of the cocoa fat present in the chocolate.

(4) Confection Ice Cream. Confection ice cream shall conform in all respects to the definition of ice cream hereinbefore set forth except that it shall contain candy or confections, and its milk fat content shall not be less than 6 per cent of the fat of the finished product.

(5) French Ice Cream. French ice cream, custard ice cream, and all similar frozen products are varieties of ice cream, which shall contain not less than 8 per cent of milk fat, and not less than five dozen egg yolks, or 1.5 pounds of dry egg yolks containing not to exceed 7 per cent of moisture, or three pounds of frozen egg yolks containing not to exceed 55 per cent of moisture, or the equivalent of egg yolks in other

form, for each 90 pounds of ice cream mix, and not more than two-tenths of 1 per cent of edible stabilizer approved by the director.

(6) Ice Cream Sandwich. Ice cream sandwiches shall conform in all respects to the definition of ice cream hereinbefore set forth except that the ice cream shall be combined with a cookie, wafer or similar product to form a sandwich.

(7) Ice Cream Cake Roll. Ice cream cake roll shall conform in all respects to the definition of ice cream hereinbefore set forth except that the ice cream shall be combined with a cake or other similar product to form a roll, square, or other forms.

(8) Ice Cream Mix. Ice cream mix is a combination of the unfrozen products used in the manufacture of ice cream. It shall comply with all the requirements of ice cream as hereinbefore set forth.

(B) Frozen Desserts. A frozen dessert is any frozen or partially frozen combination of two or more of the following: Milk or milk products, edible oil or fat, eggs or egg products, sugar, water, fruit or fruit juices, imitation fruit juices, candy, nut meats, or other food products, flavors, coloring or stabilizer, and shall be deemed to include ice milk, sherbet, novelties, ices, mellorine and other similar products.

(1) Ice Milk. Ice milk is a frozen product containing less milk fat than ice cream and shall be made with sweet milk, cream, skim milk, evaporated or condensed milk, evaporated or condensed skim milk, dry milk, non-fat dry milk solids, powdered buttermilk, milk fat or sweet butter made from sweet cream or any combination of any such products, with or without sweetening, eggs or egg products, and with or without the use of flavoring and coloring and containing not less than 4 per cent of milk fat, nor more than five-tenths of 1 per cent of edible stabilizer, and not less than 1.3 pounds of total food solids per gallon.

(2) Sherbet. Sherbet is a frozen product containing milk or milk products, with or without sweetening, with or without the use of flavoring and coloring, with or without milk fat, but containing less than 4 per cent of milk fat, nor more than five-tenths of 1 per cent of edible stabilizer and shall contain not less than 10 per cent by weight of mature, sound fruit, fruit juices, or its equivalent in other form. Milk or milk products used in the manufacture of sherbet shall be pasteurized.

(3) Novelties. Novelties, as known to the trade, shall conform in all respects to the definition of ice cream and/or frozen desserts hereinbefore set forth except that ice cream and/or frozen dessert novelties are frozen in moulds or in combination with cones, and may or may not be coated with chocolate or other confections.

(4) Ices. Ices are a frozen product made from water with or without sweetening, with or without the use of flavoring and coloring, ripe fruit, fruit juices or imitation fruit juices, and containing not more than five tenths of 1 per cent of stabilizer.

(5) Ice Milk Sandwich; Ice milk sandwiches shall conform in all respects to the definition of ice milk hereinbefore set forth except that the ice milk shall be combined with a cookie, wafer or similar product to form a sandwich.

(6) Ice milk Cake Roll. Ice milk cake roll shall conform in all respects to the definition of ice milk hereinbefore set forth except that the ice milk shall be combined with a cake or other similar products to form a roll, square, or other forms.

(7) Ice Milk Mix. Ice milk mix is a combination of the unfrozen products used in the manufacture of ice milk; It shall comply with all the requirements of ice milk hereinbefore set forth.

(8) Frozen Desserts Mix. Frozen desserts mix is the unfrozen combination of two or more ingredients used in the manufacture of frozen desserts, with or without fruit, fruit juices, candy, nut meats, flavors, or coloring. It shall comply with all the requirements of frozen desserts hereinbefore set forth.

(9) Mellorine. Mellorine is a frozen or unfrozen product made from edible fat, milk solids, and sugar, with or without a natural flavoring, and contains not less than 6 per cent of edible fat and not less than 30 per cent of all solids including fats, and may contain not more than 1 per cent of a stabilizer approved by State Health Officer; and may contain one or more of the following optional ingredients; eggs, fruit, salt, nuts, harmless coloring, chocolate or cocoa, and sucrose, dextrose, fructose and any other sweetener approved by the State Health Officer.

Use of the work "cream", or its phonetic equivalent, however spelled, in connection with the labeling, advertising, branding, or sale of this product is prohibited by Article 708, Penal Code of Texas.

(a) Other frozen or unfrozen products which contain any edible oil or fat, milk solids, and sweetening, with or without a natural flavoring, which are sold or offered for sale under a trade name shall comply in all respects to the definition of frozen desserts hereinbefore set forth.

(b) The labeling shall conform to all the requirements of Section 23-92 of this Ordinance and in addition shall have printed on the label in legible print the ingredients used in its manufacture.

(c) No person shall use the name "creamy" or "dairy" nor the representation of a cow or any breed of dairy cattle or any combination of such words, symbols, marks, design or representation commonly used in the sale, advertising or distribution of ice cream, in connection with the sale, advertising or distribution of any frozen dessert in which any edible oil or fat other than milk fat has been used.

(c) Milk and Milk Products. Milk and milk products used in ice cream, ice cream mix, frozen desserts and frozen desserts mix shall include milk, cream, frozen cream, plastic cream, fluid skim milk, butter, sweetened and unsweetened evaporated milk, sweetened and unsweetened evaporated skim milk, sweetened and unsweetened condensed milk, sweetened and unsweetened condensed skim milk, powdered whole milk, powdered skim milk, sweet cream buttermilk, sweet cream condensed butter milk, sweet cream powdered buttermilk, or any of these products from which lactose has been wholly or partially remove.

(D) Pasteurization. The terms "pasteurization," "pasteurized", and similar terms shall be taken to refer to the process of heating every particle of mix to at least 155 degrees F. and holding at such temperature for at least 30 minutes in approved and properly operated equipment: Provided, that nothing contained in this definition shall be construed as disbaring any other process which has been demonstrated to be equally efficient and is approved by the State Health Officer.

(E) Person. The word "person" as used in this Article shall mean person, firm, corporation, or association.

(F) Manufacturer. The word "manufacturer" as used in this article shall mean any person who manufactures, processes, or freezes ice cream, ice cream mix, frozen desserts or frozen desserts mix, for distribution or sale.

(G) Plants. A "plant" as used in this article is hereby defined as any place or premises where ice cream, ice cream mix, frozen desserts or frozen desserts mix are manufactured, processed or frozen for distribution or sale.

(H) Continuous Freezers and Batch Freezers. A continuous freezer and/or batch freezer shall be those freezers installed and used for freezing ice cream or frozen desserts which are hardened as a process of manufacturing.

(I) Fountain Freezers. Fountain freezers shall be those freezers which are installed and used only for freezing ice cream or frozen desserts which are held in the freezer under refrigeration until they are served for immediate consumption.

(J) Milk Products Plants. A milk products plant shall mean any place or premises where milk or milk products are skimmed, condensed, evaporated, powdered, manufactured into butter, or otherwise processed for subsequent manufacture of ice cream or frozen desserts.

(K) Receiving Station. A receiving station shall mean any place or premises where milk or milk products are received for subsequent delivery to milk products plants or ice cream or frozen desserts plants.

(L) Dairy Farm. A dairy farm is a place or premises where one or more cows are kept, a part or all of the milk or milk products from which are sold or offered for sale.

(M) Health Officer. The term "Health Officer" shall mean the City Health Officer of the City of San Antonio or his authorized representative.

(N) Average Bacterial Plate Count, Direct Microscopic Count, Reduction Time and Cooling Temperatures. Average bacterial plate count and average direct microscopic count shall be taken to mean the logarithmic average and average reduction time and average cooling temperatures shall be taken to mean the arithmetic average; of the respective results of the last four consecutive samples, taken upon separate days.

(O) Adulterated or Misbranded Ice Cream, Ice Cream Mix, Frozen Desserts, or Frozen Desserts Mix. Any ice cream, ice cream mix, frozen desserts or frozen desserts mix which contains any unwholesome substance, or which if defined in this ordinance, or which if defined in the Texas Food and Drug laws does not conform with its definition, shall be deemed adulterated and/or misbranded.

(P) And/or. Where the term "and/or" is used "and" shall apply where possible, otherwise "or" shall apply."

2. THAT Section 23-92 of the San Antonio City Code is hereby amended so that the same shall hereafter read as follows:

"Sec. 23-92 Labeling. All cans, packages, and other containers enclosing ice cream, ice cream mix, frozen desserts, frozen desserts mix or their ingredients derived from milk, except those filled from labeled bulk containers in retail dispensing, shall be plainly labeled or marked with (1) the name of the contents; (2) in the case of mix, the word "pasteurized" if the contents have been pasteurized and the word "raw" if the contents have not been pasteurized; (3) the name and the street address of the plant at which the contents were placed in the containers.

"A descriptive word or phrase indicating in more detail the composition or flavoring of the ice cream or frozen desserts, such as strawberry, chocolate, custard, etc., may be used on the label. The label or mark shall be in letters of a size, kind and color approved by the Health Officer.

"Trade names and trade marks may be permitted. Products which contain less than 8 per cent butter fat sold or offered for sale under a trade name in which the generic term does not appear, shall have printed on the label in legible print the ingredients used in its manufacture.

"The label shall contain no marks or words which are misleading."

3. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
MAYOR

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,796

MAKING A LEASE BETWEEN THE
CITY OF SAN ANTONIO AND
SMITH AVIATION SCHOOL

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in consideration of the terms and conditions herein set out, for the term **of 30 days from July 1, 1952 through July 31, 1952**

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

3. **Use of San Antonio Municipal Airport facilities in the operation of a flying school**

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

none

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

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

6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that all employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only 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 Marshall 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 agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.

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

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

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

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

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

16. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised hereinafter the termination of this lease, and 30 days after Lessee 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.

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

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

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

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

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

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

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

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

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

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

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

27. PASSED AND APPROVED this 26th day of June A.D. 1952.

Sam Bell Steves
MAYOR

ATTEST:

J. Frank Gallagher
CITY CLERK

28. ACCEPTED as the lease contract between the City of San Antonio and Smith Aviation School and dated this 30th day of June A.D. 1952.

Z. G. Smith
LESSEE

AN ORDINANCE 17,797

GRANTING THE PETITION OF BEREAN BAPTIST CHURCH
FOR EXEMPTION FROM CITY TAXES ON LOTS 27 AND 28
BLOCK 3, NEW CITY BLOCK 6623, IN THE CITY OF SAN
ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by Berean Baptist Church, and being Lots 27 and 28 Block 3, New City Block 6623, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore tax exemption from city taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption, namely: Church for Worship Service.

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

PASSED AND APPROVED on the 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,798

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
SERVTEX MATERIALS COMPANY, P. O. BOX 729, NEW
BRAUNFELS, TEXAS

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

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

2. 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.

3. 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.

4. Accepting only items Nos. 3 and 4 of Bidder's Proposal.

PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,799

MAKING AND MANIFESTING LEASE CONTRACT BETWEEN THE
CITY OF SAN ANTONIO AND ANNA JAKUBIK, A WIDOW, FOR
THE CONCESSION STAND IN THE CITY HALL BUILDING FOR
PERIOD BEGINNING JULY 1, 1952 AND ENDING JUNE 30, 1953

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

1. THAT this ordinance makes and manifests the Lease Contract between the City of San Antonio, a municipal corporation, and hereinafter called "Lessor", and Anna Jakubik, a widow, of Bexar County, Texas, hereinafter called "Lessee", and Lessee agrees to lease the following described property, to-wit:

2. Being situated in the City of San Antonio, County of Bexar and State of Texas, and being located in the lobby area of the City Hall Basement as now occupied by Lessee.

3. This lease is for a period of one year, beginning on the 1st day of July, 1952 and ending on the 30th day of June, 1953; however, said lease may be terminated by either party upon the giving of 30 days written notice thereof.

4. In consideration of this lease, Lessee agrees to pay to the Lessor \$5.00 on the 1st day of July, 1952 and a like amount on the first day of each month thereafter during the term of this lease.

5. It is herein provided that this lease is subject to rules and regulations pertaining to the operation of the stand, said rules to be established by the Director of Public Works and approved by the City Manager, and Lessee hereby agrees to abide by same.

6. The leased premises to be occupied as a stand for the business of selling tobacco, soft drinks, candy, pastry, sandwiches, coffee, and such other articles and commodities usually sold and dispersed by similar institutions.

7. Lessee agrees that she will not sublet said premises or any part thereof without the written permission of the City, which permission may be revoked at any time.

8. Lessee shall promptly execute and fulfill all the ordinances of the City corporation, applicable to said premises, and all orders and requirements imposed by the Board of Health, Sanitary and Police Departments, for the correction, prevention and abatement of nuisances in, or upon or connected with premises during the said term, at lessee's expense.

9. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

10. The undersigned agrees to be bound to the terms and conditions of the foregoing instrument.

11. WITNESS my signature this 26 day of June, A. D. 1952.

Mrs. Anna Jakubik
Lessee

AN ORDINANCE 17,800

ACCEPTING THE BID OF TINER SPORTING GOODS TO SELL
TO THE CITY 40 SMITH & WESSON REVOLVERS, FOR
\$2,220.00, AND AUTHORIZING PAYMENT FOR SAME

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

1. That the bid of Tiner Sporting Goods to sell to the City 40 Smith & Wesson 38/44 Heavy Duty 4" BBL Revolvers for the sum of \$2,220.00, be and the same is hereby accepted.

2. Payment for said revolvers is authorized to be made out of the Operating Reserve Account, Interim Period, General Fund -License and Dues.

3. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

ACCEPTING THE GRANT OFFER OF THE UNITED STATES
OF AMERICA FOR THE IMPROVEMENT OF THE SAN ANTONIO
MUNICIPAL AIRPORT, AND AUTHORIZING THE EXECUTION BY
THE CITY MANAGER OF THE GRANT AGREEMENT, PROJECT
#9-41-080-006

BE IT RESOLVED BY THE CITY CONCIL OF THE CITY OF SAN ANTONIO:-

1. That the City of San Antonio shall enter into the Grant Agreement for the purpose of obtaining Federal Aid in the development of the San Antonio Municipal Airport, and that such agreement shall be as set forth hereinbelow.

2. That the City Manager, C. A. Harrell, is hereby authorized and directed to execute said Grant Agreement in six copies on behalf of the City of San Antonio, and the City Clerk is hereby authorized and directed to impress the official seal of the City of San Antonio and to attest said execution.

3. That the Grant Agreement referred to hereinabove shall be as follows, and is attached hereto and made a part hereof.

4. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

A RESOLUTION

AUTHORIZING AND DIRECTING THE ASSESSOR AND COLLECTOR OF TAXES TO ENTER UPON THE TAX ROLLS OF THE CITY OF SAN ANTONIO CORRECTIONS, ADJUSTMENTS, AND REMISSIONS OF TAXES IN CASES WHEREIN TAX ERRORS HAVE BEEN FOUND UPON THE TAX ROLLS

WHEREAS, the City Manager, or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative; acting jointly as a Board of Review, have thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and it further appearing to the satisfaction of said officers of the City, that certain errors do exist in the Tax Rolls, and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board of Review has recommended certain corrections, and it being the opinion of the City Council that said recommendations should be approved. therefore;

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

That the Assessor and Collector of Taxes is hereby authorized and directed to enter upon the Tax Rolls of the City of San Antonio, and the original receipt therefor, the following corrections, adjustments and remissions of taxes. These corrections, remissions, and adjustments are ordered for the individual reasons as listed here below and as shown on Correction Certificates on file in the Tax Assessors Office. The Assessor and Collector is hereby authorized and directed to correct and adjust his records so that the following amounts be accepted and cancellations, where shown, be allowed.

<u>Name, Receipt No. Desc. of Prop. & Reason</u>	<u>Value on Roll</u>	<u>Corrected Value</u>
John G. Grandberry, 1950 Rec. #79621 & 1951 Rec. #81625, Lots 21-22, Blk. 14, N.C.B. 8338 Improvement value for 1950 over-assessed and for 1951 assessed in error. (1950) \$1510. for 1950 & 3020. for 1951 (1951)	4930.00 4930.00	3420.00 1910.00
W. L. DuBose, 1951 Rec. #80158, Lot 7, Blk 23, N.C.B. 7625 - Improvement value of \$120.00 posted in error	430.00	310.00
M. A. Cassidy & Wallace McDonald, 1949 Rec. #102174, 1950 Rec. #102965 & 1951 Rec. #107454 W. Irr. 60 ft. of N. Pt. of 26, N.C.B. 8240 - Value of \$540. for 1949, 1950 and 1951, posted in error, City fire station No. 26 located on this property (1949) (1950) (1951)	540.00 540.00 540.00	None None None
James B. & Justine Goodwin, 1951 Rec. #94096, Lot 5, Blk 1, N.C.B. 10182 - Full value posted on partially complete building - error of 2850	4590.00	1740.00
Samuel A. & Melba B. Mask, 1951 Rec. #98999 - Lot 5, N.C.B. 7726 - Permit #6851 should have been voided, was not used, amount \$1010.	6780.00	5770.00
A. B. Lanford, 1951 Rec. #100979, Lot 5, Blk 6, N.C.B. 7836 - All improvements moved from above lot on Permit #8584, on value of \$570.00	1300.00	730.00
L. E. McCleur, 1950 Rec. #56843, Personal Property - Carried on Roll also under Rec. #122178, same being a double assessment in the amount of \$2480. and should be dropped from roll	2480.00	None
O. D. Kinnison, 1951 Rec. #83017, Lots 5, 6, 7, Blk. 7, N.C.B. 8436 - NEw construction on Permit #6630, March 20, 1951, only 50% complete beginning taxable year 1951.	5800.00	4220.00
Jose & Adelina Abbate, 1947 Rec. #44074 - #44077, 1948 Rec. #43349-43352, 1949 Rec. #96421-#96420, 1950 #98269 & 1951 #108890 - Lots 22-23, Blk. 3, N.C.B. 7925 - Permit #3031 6/19/46 issued for improvements. Upon completion, it was found to be in wrong zone. Therefore building was moved to Lots 6, 7, 8, N.C.B. 8510 (1947) (1948) (1949) (1950) (1951)	1740.00 1740.00 1740.00 1740.00 1740.00	60.00 60.00 60.00 60.00 60.00
Custom Cleaners - 1950 Rec. #122696, Personal Property (Cleaning & pressing) Over-assessed in amount of \$700.	3250.00	2550.00

Divins Garage (Annexed-Area) 1947 Rec. #36393, 1948 Rec. #35283, 1949 Rec. #130816 & 1950 Rec. #131139 - Personal Property (Filling Station & Repair Shop) Equipment included in assessment assessed in error, did not belong to the owner	(1947) (1948) (1949) (1950)	1270.00 1270.00 1270.00 1270.00	700.00 700.00 700.00 700.00
Dun & Bradstreet, Inc. 1937 Rec. #37497 - Personal Property (Auto) Carried in Delinquent Roll in error, Produced Photostatic copy of paid receipt		1000.00	None
Reyburn Kuykendall, 1947 Rec. #62608, 1948 Rec. #64393, 1949 Rec. #117149, 1950 Rec. #117399 & 1951 Rec. 122307 Lot 19. Blk 330, N.C.B. 9412 - Improvement value of \$360. charged in error	(1947) (1948) (1949) (1950) (1951)	440.00 440.00 440.00 440.00 440.00	80.00 80.00 80.00 80.00 80.00
Elias C. & Laurencia A. Linares, 1951 Rec. #114646, Lot 1, Blk. 5, N.C.B. 8885 - House about 50% complete on June 1, 1951, Error in value of \$1710.		3150.00	1440.00
Albert & Mrs. Wurtzel, 1951 Rec. #215592, Personal Property - Taxpayers are non-residents Assessment of \$450. charged in error		450.00	None
Fred Standland Auto Sales, 1947 Rec. #92395 Personal Property - Taxpayer out of business in 1947, Assessment of \$5000. charged in error		5000.00	None
Johnny R. Rodriguez, 1950 Rec. #113715 & 1951 Rec. #118578, Lot 3, Block 8, N.C.B. 8992 - Improvement value of \$1010 on Permit #4194, 12/6/49, posted in error.		1240.00	230.00
Jim Maverick, 1951 Rec. #94043, Tract 150 ft. S. of Babcock Rd., between St. Cloud Rd. to Balcones Hts. Rd. N.C.B. 10159 - Error in assessment of \$7450.		17350.00	9900.00
Investors Diversified Services, Inc., 1947 Rec. #46166 & Separation No. 5190, Improvements on W. 44 ft. of Lot 26, Blk 13., N.C.B. 9213 Paid on wrong house - Refund on value of \$3510.00 - Amount of Refund \$67.04.		3510.00	
E. C. Reyna, 1951 Rec. #60071, Lot 24, Blk. 16, N.C.B. 6259 - House not complete on June 1, 1951, Error in assessment \$1150.		2670.00	1520.00
Marcus & Maria M. Ramos, 1947, Rec. #57817, 1948 Rec. #58971, 1949 Rec. #102756, 1950 Rec. #103475 - Lot 18, Blk. 2, N.C.B. 8265 Old house blown down by windstorm in 1946	(1947) (1948) (1949) (1950)	280.00 280.00 280.00 280.00	30.00 30.00 30.00 30.00
Dr. Elmer E. Cooper, 1947 Receipt #68590, Personal Property (Auto) - Lincoln Auto erroneously included in 1947 Assessment. Assessment value of \$4120. charged in error		5120.00	1000.00
Ritz the Cleaner, 1947 Rec. #26039, Personal Property (Cleaning & Pressing Shop) Assessment value of \$3840. charged in error		3840.00	None
Dr. G. D. Boyd, 1941 Rec. #34480 & 1942, Rec. #31926, Personal Property - Dr. Boyd was in Military Service during these taxing periods. Assessment value of \$200 for these years posted in error	(1941) (1942)	200.00 200.00	None None
David B. Martin, 1949 Rec. #125549 & 1950 Rec. #126275, Personal Property - Out of business assessments carried on unrendered roll in error, on value of \$350.	(1949) (1950)	350.00 350.00	None None

PASSED AND APPROVED this 26th day of June, A. D. 1952.

ATTEST:
J. Frank Gallagher
City Clerk

Sam Bell Steves
Mayor

AN ORDINANCE 17,801

AMENDING AN ORDINANCE ACCEPTING THE BID OF L. B. HORN TO LEASE LAND IN THE OLMOS BASIN AND MAKING AND MANIFESTING CONTRACT THEREFOR, AS PASSED AND APPROVED THE 26TH DAY OF JULY 1951, BY EXCLUDING CERTAIN LAND THEREFROM

WHEREAS, on July 26, 1951, the City accepted the bid of L. B. Horn to lease 322.44 acres of land in the Olmos Basin, and

WHEREAS, the City is now desirous of leasing approximately 15.7 acres of this land to Charles B. Klein to be used as a golf driving range, and

WHEREAS, L. B. Horn has agreed to release and exclude from his lease the said 15.7 acres, NOW THEREFORE,

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

1. THAT the ordinance passed and approved the 26th day of July, 1951, accepting the bid of L. B. Horn to lease land in the Olmos Basin, which ordinance made and manifested a lease contract by and between the City of San Antonio and said L. B. Horn is hereby and herein amended to exclude the following land from said lease agreement, the same being approximately 15.7 acres, more particularly described as follows:

BEGINNING at the intersection at the East line of San Pedro Ave. and 728 ft. contour line North of the Olmos Creek;

THENCE in an Easterly direction along a straight line 1200 ft. to a point;

THENCE in a Southerly direction along a straight line a distance of 570 ft. to a point;

THENCE in a Westerly direction along a straight line a distance of 1200 ft. to a point in the East line of San Pedro Ave.;

THENCE in a Northerly direction along the East line of San Pedro Ave. a distance of 570 ft. to the point of BEGINNING.

2. The excluded land, described above, will be leased to Charles B. Klein by the City for the purpose of constructing and operating a golf driving range and L. B. Horn, lessee herein, by his acceptance in writing of this amendment agrees to the exclusion of the above described parcel of land and the releasing of same by the City for the purposes hereinabove set forth.

3. THAT all other terms and provisions of said ordinance shall remain in full force and effect as originally passed and approved by the Commissioners of the City of San Antonio on the 26th day of July, 1951.

4. PASSED AND APPROVED THIS 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

5. The foregoing ordinance amending a lease contract between the City of San Antonio and L. B. Horn by excluding approximately 15.7 acres therefrom for the purpose of the City releasing same for use as a golf driving range, is accepted in all things by the undersigned, this the ____ day of _____, 1952.

L. B. Horn
Lessee

AN ORDINANCE 17,802

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE YEAR LEASE CONTRACT WITH CHARLES B. KLEIN FOR CERTAIN LAND IN THE OLMOS BASIN TO BE USED AS A GOLF DRIVING RANGE

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

1. THAT the City Manager is hereby authorized to enter into a lease contract with Charles B. Klein for approximately 15.7 acres of land located in the Olmos Basin for a term of five (5) years.

2. THAT the consideration for said lease shall be \$500.00 per year plus 10% of the gross income received from golf instructions and in addition the said Charles B. Klein is to construct a masonry building, approximately 30' x 50', the same to become the property of the City upon termination of the lease.

3. THAT a copy of said lease is attached hereto and made a part hereof.

4. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT this day made and entered into by and between the City of San Antonio, a municipal corporation, acting through its City Manager, hereinafter called City, and Charles B. Klein, hereinafter called Lessee,

W I T N E S S E T H:

1. The City grants and Lessee accepts a lease on approximately 15.7 acres of City-owned land located in the Olmos Basin, Bexar County, Texas, more particularly described as follows:
 2. BEGINNING at the intersection at the East line of San Pedro Ave. and the 728 ft. contour line North of the Olmos Creek;

THENCE in an Easterly direction along a straight line 1200 ft. to a point;

THENCE in a Southerly direction along a straight line a distance of 570 ft. to a point;

THENCE in a Westerly direction along a straight line a distance of 1200 ft. to a point in the East line of San Pedro Avenue;

THENCE in a Northerly direction along the East line of San Pedro Ave. a distance of 570 ft. to the point of BEGINNING.
 3. The term of this lease shall be for a period of five (5) years, beginning June 1, 1952 and ending on May 31, 1957.
 4. It is agreed between the City and Lessee that if said Lessee shall desire to continue this lease after the expiration of said term for another term of five years, he shall have the right and privilege so to do, provided the City should likewise agree to said additional term upon terms and conditions mutually agreeable at that time.
 5. It is further agreed that the consideration of this lease shall be:
 - (a) The payment by Lessee to the City of the fixed sum of \$500.00 yearly, payable in advance, beginning June 1, 1952, during the term of this lease. Payment to be made at the office of the Tax Collector, City Hall, San Antonio, Texas.
 - (b) The additional payment to the City by Lessor of ten per cent (10%) of the gross revenue received by Lessor his agents or employees, from golf instructions given on the leased premises. Such percentage is to be payable on or before the 10th day of each month for the gross income of the previous month, during the term of this lease. Payment to be made at the office of the Tax Collector, City Hall.
 - (c) Lessee herein covenants and agrees to erect and construct on said demised premises a substantial masonry building containing approximately 1500 square feet entirely at his own expense. It being expressly understood and agreed that upon the termination of this lease, the title to said building shall pass automatically to the City, and Lessee agrees to execute any necessary release or quit claim to the building or fixtures therein, and deliver same to the City upon the latter's request.
 - (d) Lessee obligates himself to furnish itemized statements at such intervals and in such forms as shall be prescribed by the Director of Finance, and shall keep such books and records as shall permit independent verification of the itemized statements. Lessee shall permit the Director of Finance to inspect the required records at any reasonable time.
 6. In the event this lease is terminated before the expiration date, it is agreed by both parties hereto that the City will pay Lessee the pro-rata cost of the masonry building based on a depreciation rate of twenty per cent (20%) per year. Lessee further agrees to file a sworn statement of the construction cost of said building with the City Clerk within thirty days after completion thereof, same to then be attached and made a part of this Contract, said cost not to exceed \$8,000. in so far as the City's liability hereunder is concerned.
 7. The City hereby grants Lessee permission to remove, upon termination or expiration of this lease, all lighting equipment, water system and platform tees from said leased premises.
 8. Lessee agrees that in the event of a sale of said premises by the City of San Antonio to any person, firm or corporation, or in the event the City desires to use said premises for any public purpose other than driving range, the City may cancel this agreement by giving 60 days advance notice in writing to the Lessee provided, that in time of public calamity or emergency in connection with any flood, the City may immediately take possession for such purposes of flood control as it may deem necessary, and the rental thereof shall be abated for such period.
 9. Lessee is leasing said premises for the purpose of operating a golf driving range, and agrees that he will conduct no other type or line of business on said premises, or allow same to be conducted, provided, that Lessee is hereby given the right to sell merchandise, refreshments, sandwiches, confectionery, tobacco products, golf balls and clubs, and all items which may legally be sold.
 10. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Lessee further agrees that he will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, or in any way growing out of the use, misuse or abuse of the premises herein demised.
 11. Lessee shall not assign, sub-let or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the City.

12. That no assent, express or implied, by the City of any breach of Lessee's covenants, promises and/or conditions shall be deemed to be a waiver thereof. Any written assent or consent to such a breach by Lessee shall not be deemed to be a waiver of any succeeding breach of the same or any other covenant, promise and/or condition of this lease contract.

13. Lessee acknowledges that he has examined the property leased and that it is suitable for all purposes for which it is leased, and it is leased as it is, regardless of any defects which may exist, whether the same are apparent or otherwise.

14. The Lessee acknowledges that the leased property is in the area of the Olmos Flood Detention Basin and is subject to recurrent inundation; and does hereby release the City from all debts, demands and causes of action caused by water; and will remove everything that will float when a flood is anticipated.

15. Lessee agrees that all statutes of the State of Texas which apply to him in the conduct of said business or any business conducted on said premises by him will be obeyed and observed by him, his agents, servants and employees; and Lessee further agrees that he will not make, or suffer any unlawful, improper or offensive use of the premises to be made by him, nor any use which shall be injurious to any person or property.

16. Notwithstanding the agreement herein contained, for the payment by the Lessee of a portion of the rental based upon a percentage of gross revenue from golf lessons, it is expressly understood and agreed that the relationship between City and Lessee shall at all times remain that of landlord and tenant.

17. If Lessee shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein, the City may, at its option, cancel this agreement and terminate this lease; further provided, that if the Lessee, or his representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Lessee's part is to be performed and/or observed, or if its leasehold estate shall be taken on execution, or if Lessee shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors; then, in such case, the City, or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand, enter into and upon the demised premises or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming under him and remove his effects, forcibly if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without having to answer to the Lessee, or those holding under him, for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph, to-wit: the option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental or any installment thereof.

18. The foregoing instrument in writing constitutes the entire agreement, any other written or parol agreement with the City being expressly waived by the Lessee, it being understood that the Charter of the City requires that all contracts with the City to be in writing and adopted by ordinance.

19. This contract shall be accepted and binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

20. EXECUTED this the ____ day of _____ A. D. 1952.

CITY OF SAN ANTONIO

By: C. A. Harrell
City Manager

Charles B. Klein, Lessee

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,803

MAKING AND MANIFESTING A DEED TO C. C. TRIBBLE CONVEYING
PROPERTY OWNED BY THE CITY OF SAN ANTONIO IN CONSIDERATION
OF THE SUM OF \$261.00

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

1. That this ordinance makes and manifests a deed of the City of San Antonio to C. C. Tribble, in consideration of \$261.00 paid to the City of San Antonio; and,

2. The City of San Antonio, a municipal corporation, has granted, sold and conveyed, and by these presents does grant, sell and convey to C. C. Tribble, that certain tract or parcel of land lying and being situated in Bexar County, Texas, more particularly described as follows, to-wit:

3. Being a portion of Lot 6, New City Block 294, more particularly described as follows:

BEGINNING at a point in the West line of Lot 6, NCB 294,
9.99 ft. south of the south line of Hall St., said point
also being in the West right-of-way line of the Expressway;

THENCE in a Southerly direction along the West line of
said Lot 6 a distance of 64.80 ft. to a point in the South
line of said Lot 6;

THENCE in an Easterly direction along the South line of said Lot 6 a distance of 25.96 ft. to a point in the West right-of-way line of the Expressway;

THENCE in a Northwesterly direction along the West right-of-way line of the Expressway a distance of 69.74 ft. to the point of BEGINNING.

4. TO HAVE AND TO HOLD the said premises together with all and singular the rights privileges and appurtenances thereto in any manner belonging, unto the said Grantee, his heirs and assigns forever; so that neither the said City of San Antonio, nor its successors nor any person or persons claiming under it, shall at any time, have claim or demand any right or title to the aforesaid premises, except as to taxes or assessments.

5. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 17,804

AMENDING THE CODE OF THE CITY OF SAN ANTONIO, TEXAS, OF 1950, BY ADDING THERETO A NEW CHAPTER TO BE NUMBERED "CHAPTER 65" AND ENTITLED "REDEVELOPMENT CHAPTER"; PROVIDING FOR AND AUTHORIZING SLUM CLEARANCE AND URBAN REDEVELOPMENT; DEFINING "SLUM DISTRICTS" AND "BLIGHTED AREAS"; DECLARING THE PLANNING COMMISSION THE AGENCY RESPONSIBLE FOR A PROGRAM OF SLUM CLEARANCE AND URBAN REDEVELOPMENT ACTING BY AND THROUGH THE DIRECTOR OF PLANNING AND THE DIRECTOR OF REDEVELOPMENT; CREATING A REDEVELOPMENT DIVISION OF THE PLANNING COMMISSION; ESTABLISHING THE DUTIES OF THE DIRECTOR OF REDEVELOPMENT; PROVIDING FOR AND AUTHORIZING THE CITY TO PREPARE REDEVELOPMENT PLANS, STUDIES AND SURVEYS; TO ACQUIRE BY PURCHASE, LEASE, OPTION, GIFT, GRANT, BEQUEST, DEVISE, EMINENT DOMAIN OR OTHERWISE, ANY REAL OR PERSONAL PROPERTY, OR ANY INTEREST THEREIN, NECESSARY TO REDEVELOPMENT; TO HOLD, OWN, IMPROVE, CLEAR OR PREPARE FOR REDEVELOPMENT SUCH PROPERTY; TO CLEAR OR CAUSE TO BE CLEARED SLUM DISTRICTS OR BLIGHTED AREAS; TO SELL, LEASE, EXCHANGE, TRANSFER, ASSIGN, SUBDIVIDE, RETAIN FOR CITY'S USE, OR OTHERWISE DISPOSE OF, EXCEPT TO A PUBLIC HOUSING AGENCY, ANY REAL OR PERSONAL PROPERTY OR ANY INTEREST THEREIN INCLUDED IN REDEVELOPMENT PROJECTS; TO ENTER INTO REDEVELOPMENT PLAN AND TO MAKE COVENANTS, RESTRICTIONS AND CONDITIONS OF SAID CONTRACTS; TO INSURE AND PROVIDE FOR INSURANCE OF ANY REAL OR PERSONAL PROPERTY OR OPERATIONS OF CITY AND TO PAY PREMIUM THEREOF; TO PROVIDE, INSTALL, CONSTRUCT OR RECONSTRUCT, OR TO CAUSE TO BE PROVIDED, INSTALLED, CONSTRUCTED, OR RECONSTRUCTED, STREETS, UTILITIES, PARKS, PLAYGROUNDS, SITE IMPROVEMENTS AND PUBLIC BUILDINGS OR FACILITIES; TO APPLY FOR AND ACCEPT ADVANCES, GRANTS, CONTRIBUTIONS, AND OTHER FINANCIAL ASSISTANCE FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY OR DEPARTMENT THEREOF, THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF, OR OTHER PERSONS FOR PURPOSES OF SLUM CLEARANCE AND URBAN REDEVELOPMENT; TO CONTRACT WITH THE UNITED STATES OF AMERICA FOR FINANCIAL ASSISTANCE AND INCLUDE IN ANY SUCH CONTRACTS SUCH CONDITIONS PURSUANT TO FEDERAL LAW AS THE CITY COUNCIL MAY DEEM APPROPRIATE; TO PROVIDE AND ACCEPT FROM OTHER SOURCES LOCAL GRANTS-IN-AID; AND TO DO ALL THINGS NECESSARY AND PROPER TO UNDERTAKE AND CARRY OUT REDEVELOPMENT PROJECTS; AUTHORIZING THE CITY TO BORROW MONEY, ISSUE BONDS IN EVIDENCE THEREOF, AND TO PROVIDE SECURITY THEREFOR; PROVIDING FOR APPROVAL BY CITY COUNCIL OF EACH REDEVELOPMENT PLAN AND PROJECT AND THE NECESSARY CONTENTS OF SUCH APPROVAL; AND DECLARING AN EMERGENCY.

WHEREAS, the City of San Antonio, Bexar County, Texas, is a City incorporated and existing under and by virtue of Article XI, Section 5, of the Constitution of the State of Texas, the Home Rule Enabling Acts, Articles 1165 - 1182, inclusive, and a Charter adopted by the qualified voters of said City pursuant thereto, with the full right of local self-government; and,

WHEREAS, the City Council is expressly authorized by said Home Rule Enabling Acts to enact all ordinances necessary to protect life, health and property, and to preserve and enforce good government, general welfare, order and security in and of the City of San Antonio and its inhabitants and residents; and,

WHEREAS, the Charter of said City provides, in Paragraph 3, of Article I, as follows:

"Paragraph 3. Cooperation with State and Federal Governments.

"The City may cooperate and contract with the government of the State of Texas or any agency or political subdivision thereof, and with the government of the United States of America, or any agency or department thereof, to accomplish any lawful purpose for the interest, welfare, health, morals, comfort, safety and convenience of the City of its inhabitants." ; and

WHEREAS, the said City Charter further provides, in Paragraph 4, Section 3, of Article I, as follows:

"Paragraph 4. Eminent Domain. The City shall have the power of eminent domain where necessary or desirable to execute any power conferred upon it by this Chapter, or by the Constitution or laws of Texas, and may condemn either private or public property whether in or out of the corporate limits of the City for such purposes, upon payment of fair compensation for the property taken. Such power may be exercised in any manner authorized by the Constitution or laws of

Texas, or as may be prescribed by ordinance. The City may condemn the fee or any lesser interest in the property taken, and may condemn for any public purpose whether specifically stated herein or not."; and

WHEREAS, the said City Charter further provides, in Paragraph 5, Section 3, Article I, as follows:

"Paragraph 5. Urban Redevelopment. The City may adopt, modify and carry out plans for the clearance and redevelopment of slum districts or blighted areas within the City, as such districts or areas may be defined by ordinance as to character, nature, location, and extent. For the accomplishment of these public purposes, which may be further defined by ordinance, the City may acquire by purchase or by condemnation all privately owned land, buildings and other property interestes within such districts or areas. The City may establish, locate, relocate, build and improve any streets or other public open spaces provided for in any plan so adopted. Pending the final clearance and redevelopment of such district or areas, the City may maintain, lease or sell any buildings or other improvements thus acquired. The City may sell the land, or any part thereof in such districts or areas, which is designated for private or public buildings or for private open spaces upon such terms, covenants and conditions and subject to such restriction, excluding rent control by the City, as to building uses and open spaces, as will substantially carry out the plans adopted by the City for the clearance and redevelopment of such district or areas; provided however, that land so disposed of shall contain a covenant which shall run with such land precluding its sale to or use by any public housing agency. Before any plan is finally adopted by the City, a public hearing shall be held thereon by the Council, and thirty days prior to such hearing, notice of its time and place shall be published one time in a newspaper published in the City and shall be sent by mail to the record owners of the property interests included within the district or areas covered by any plan,"; and,

WHEREAS, the said City Charter further provides, in Paragraph 6, Section 3, of Article I, as follows:

"Paragraph 6. Fiscal Powers. The City shall have the power to:
(3) Borrow money on the faith and credit of the City by the issue of sale of bonds or notes of the City,"; and,

WHEREAS, during the period from August 31, 1950 through November, 1951, the City undertook and completed an intensive and comprehensive study of the population, economic, social and physical development patterns and trends of the City; the establishments of standards for population distribution and densities; land use and the location of facilities; the planning of over-all systems of all types of public facilities and utilities; the planning of districts, sections and areas such as business and residential neighborhoods; and analysis of existing conditions and a determination of what present conditions are considered desirable and to be retained and protected, and what conditions should be proposed for a change, including the study and analysis of slum districts and blighted areas, which study and analysis resulted in a Comprehensive Master Plan for the future development of the City of San Antonio, Texas; and

WHEREAS, the City Council, by resolution passed and approved on the 13th day of December, 1951, approved the comprehensive Master Plan for the future development of the City of San Antonio, Texas; and

WHEREAS, the City Council has heretofore, by ordinance, passed and approved on the 20th day of March, 1952, created the following positions for the Slum Clearance and Urban Redevelopment Program: Director of Redevelopment, Assistant Director Redevelopment, Stenographer, Clerk Typist, Accountant, Analyst and Coordinator, Draftsman, Survey and Research clerks; and

WHEREAS, we have, therefore, legislatively determined, in the exercise of our best judgment and discretion, solely on the basis of the evidence before us, and on that evidence which is common knowledge to all of us who reside in this community, that there exists within the corporate limits of the City of San Antonio, Bexar County, Texas, slum districts and blighted areas which constitute serious and growing menaces, which are injurious and inimical to the public health, safety, morals and general welfare of the residents thereof; that the existence of such districts and areas (a) contributes substantially and increasingly to the spread of disease and crime, and to losses by fire and accident, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution and punishment, for the treatment of juvenile delinquency, for the maintenance of adequate police, fire and accident protection, and for other public services and facilities, (b) constitutes economic and social liabilities, and (c) substantially impair or arrest the sound growth of the community; that these menaces are beyond remedy and control solely by regulatory measures in the exercise of the police power of the City, and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids hereinafter provided; that the elimination, in whole or in part, of blighted areas and slum districts, the acquisition and preparation of land in or necessary to the redevelopment of blighted areas and slum districts, and the therewith, are public uses and purposes for which public money may be expended and private and public property may be acquired, and are governmental functions and concern of the City, and that the necessity, in the public interest and general welfare, for the provisions herein enacted, is hereby declared as a matter of legislative determination; and

WHEREAS, under and by virtue of Title I of the Housing Act of 1949, enacted by the Congress of the United States of America, Federal aid is available to a local public agency if it has adequate authority and organization to undertake and carry out projects for the acquisition and redevelopment of slum districts and blighted areas; and

WHEREAS, it is the opinion of the City Council that steps should be taken to enable the City to undertake and carry out a program of Slum Clearance and Urban Redevelopment, and to obtain financial assistance therefor from the United States of America or from agencies thereof; NOW, THEREFORE,

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

1. THAT the San Antonio City Code is hereby amended by adding thereto a new Chapter to be numbered Chapter 65, to be known as the "Redevelopment Chapter", providing for slum clearance and urban redevelopment;

CHAPTER 65
REDEVELOPMENT CHAPTER

Article 1.

(1) Definitions. For the purposes of this chapter, the following terms shall have the meanings as herein set out, unless a different meaning is expressly and clearly indicated by the context:

(a. "Slum District" shall mean a geographically defined district, within the City, in which the City Council, by ordinance, shall determine that there is a predominance of buildings or structures or improvements which, by reason of dilapidation or deterioration or age or obsolescence or inadequate provision for ventilation or light or sanitation or unkempt open spaces, high density of population and overcrowding, or any combination of such factors is conducive to ill health, transmission of disease, excessive infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or general welfare of the City and its inhabitants and residents.

b. "Blighted Areas" shall mean a geographically defined area, other than a slum district, within the City, which the City Council, by ordinance, shall determine that there is a preponderance of defective or inadequate street layout, or faulty plat layout, in relation to size, adequacy, accessibility or usefulness, or by reason of unsanitary or unsafe conditions, deterioration of site improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability or a danger to the public health, safety, morals or welfare of the community in its present condition and use or lack of use;

c. "Federal Government" shall include the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America;

d. "Person" shall mean to include any individual, firm, partnership, corporation, company, association, joint stock company, or public body; and shall include any trustee, receiver, assignee, or other similar representative thereof;

e. "Redeveloper" shall mean any person who shall enter or propose to enter into a redevelopment contract;

f. "Redevelopment Contract" shall mean a contract entered into between the City and a redeveloper for the redevelopment of an area or portion thereof in conformity with the redevelopment plan;

g. "Redevelopment Plan" shall mean a plan for the acquisition, clearance, reconstruction, rehabilitation, and future use, sale, or other disposal of a redevelopment project area;

h. "Redevelopment project" shall mean any work or undertaking

(1) To prepare redevelopment plans, including the studies, planning, surveys and other work incident thereto, and the preparation of all plans and arrangements for carrying out a redevelopment project;

(2) To acquire slum districts or blighted areas, or portions thereof, and lands, structures, buildings or improvements not in themselves substandard, unsanitary, deteriorated or blighted, and acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of a slum district or blighted area or to the prevention of the spread or recurrence of slum, blighted, substandard or unsanitary conditions;

(3) To clear any such slum districts or blighted areas by the demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon;

(4) To install, construct or reconstruct streets, utilities, and other site improvements where essential to the preparation of sites for uses in accordance with the redevelopment plan;

(5) To provide parks, playgrounds, and public buildings, or other facilities deemed necessary to serve or support the new uses of land in a project area in accordance with the redevelopment plan;

(6) To sell, lease or otherwise make available to any person or public agency, other than to a public Housing Agency, land in such areas, for residential, recreational, commercial, industrial, or other use or for public use, or to retain such land for public use or purpose, in accordance with the redevelopment plans.

i. "Local grants-in-aid" shall mean any assistance by the City or any other government agency or unit of government or entity in connection with redevelopment projects in the form of either (1) cash grants, (2) donations of land, (3) demolition or removal work, (4) site improvements, or (5) the provision of parks, playgrounds, and public buildings or other facilities;

j. "Bonds" shall mean bonds, notes, interim certificates, debentures, or other general or special obligations.

Article 2.

(1) By virtue of Paragraph 3, Section 118, Article IX of the Charter of the City, the Planning Commission shall be, and is hereby declared to be, the agency responsible for the undertaking and carrying out of the program of slum clearance and Urban Redevelopment performing all duties and exercising all powers conferred by Paragraph 5, Section 3, Article 1 of the City Charter and of this ordinance. Said commission shall perform its functions in this regard through the Director of Redevelopment who shall be under the Director of Planning.

(2) There is hereby created as a permanent Division of the Planning Commission for slum clearance and urban redevelopment within the City of San Antonio, Texas, said Division to be known as the Redevelopment Division of the Planning Commission, Under the administration of the Director of Planning and the Director of Redevelopment, who shall be appointed, by, and removed by, the City Manager.

(3) The Director of Redevelopment, who shall have charge of the undertaking and carrying out of redevelopment projects under Director of the Planning Commission, shall conduct, or cause to be conducted, the necessary studies, planning and surveys in connection with such projects, and prepare a redevelopment plan of and for each area designed by the City Council, which shall conform to the Master Plan for the City, and which, when completed, shall be transmitted to the City Manager and City Council, together with his report and recommendations thereon; A redevelopment plan shall be transmitted to the City Manager and City Council, together with his report and recommendations thereon. A redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements and the proposed land uses and building requirements in the redevelopment project area. Without limiting the generality of the last preceding sentence, the redevelopment plan shall include:

- (a) A description of the boundaries of the redevelopment project area;
- (b) A land use plan, showing proposed uses of the area in conformity with the Master Plan of the City;
- (c) A statement showing the standards of population densities, land coverage and building intensities in the area after redevelopment;
- (d) A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances;
- (e). A statement as to the kind and number of additional public facilities or utilities which will be required in the area for redevelopment;
- (f) A site plan of the district or area; and
- (g) Plans with respect to the re-location of families to be displaced from the project area.

(4.) The City Council will act upon each recommended redevelopment project separately, authorizing the redevelopment of such areas, altering, enlarging, or contracting the boundaries as set forth in the recommendation of the Planning Commission as it shall see fit, and otherwise amending, accepting or rejecting the plan submitted.

(5). The City, acting by and through the appropriate departments and officials thereof, is hereby authorized to do all things necessary and proper, not inconsistent with this Chapter and the Charter of the City to undertake and carry out redevelopment projects, including, but not limited to, the following:

- (a). To purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, eminent domain, or otherwise, any real or personal property or any interest therein, together with any improvements thereon, necessary or incidental to redevelopment projects;
- (b) To hold, own, improve, clear or prepare for redevelopment any such property;
- (c) To clear or cause to be cleared slum districts or blighted areas by the demolition or removal of the existing buildings, structures, streets, utilities, or other improvements thereon;
- (d) To sell, lease, exchange, transfer, assign, subdivide, retain for the City's use, or otherwise dispose of, except to a public housing agency, any real or personal property or any interest therein included in redevelopment projects, but this is not intended to contravene any of the power or authority granted the Board of Equalization by the City Charter;
- e. To enter into redevelopment contracts with redevelopers of property regarding the use of such property for residential, commercial, industrial, recreational or other purposes, in accordance with the redevelopment plan, including the time within which the redeveloper shall begin the building of the improvements, and such other agreements, restrictions, and conditions, excluding rent control by the City, as are deemed necessary to prevent a recurrence of slum districts or blighted areas or otherwise to effectuate the purposes of this Chapter;
- f. To make any of the covenants, restrictions and conditions of the foregoing contracts, covenants running with the land, and to provide appropriate remedies for any breach of any such covenants or conditions, including the right in the City to terminate such contracts and any interest in the property created pursuant thereto; but no such restrictions shall be based upon race, color or creed;
- g. To insure or provide for the insurance of any real or personal property or operations of the City against any risks or hazards, and to pay the necessary premium therefor;
- h. To provide, install, construct, or reconstruct, or cause to be provided, installed, constructed, or reconstructed, streets, utilities, parks, playgrounds, site

improvements and public buildings or facilities;

i. To apply for and to accept under contracts authorized by the City Council advances, grants, contributions, and other financial assistance from the United States of America or any agency or department thereof, the State of Texas or any political Subdivision thereof, or other persons for the purposes of this Chapter;

j. To include in any contract with the United States of America, or any agency or department thereof, for financial assistance for redevelopment projects such conditions imposed pursuant to Federal law as the City Council may deem reasonable and appropriate, and which are not inconsistent with the purposes of this Chapter;

k. To provide, and to accept from other sources, local grants-in-aid in connection with redevelopment projects authorized hereunder;

l. To exercise all or ^{any} part or combination of the powers herein provided, and to do all things necessary to carry out the provisions of this Chapter.

(6) In order to finance the costs of redevelopment projects, or any part thereof, including the costs of providing local grants-in-aid therefor, the City, through appropriate action of the City Council, may borrow money, issue bonds in evidence thereof, and provide security for loans or bonds, including bonds to refund, renew, extend or substitute for any such bonds.

(7) Real property or interests therein shall not be acquired for a redevelopment project under this Chapter until and unless the City Council has by ordinance approved the redevelopment plan for that project after a public hearing on such plan. Such approval shall include findings that: (1) the financial aid, if any, to be provided by the United States of America is necessary to enable the land in the project area to be redeveloped in accordance with the redevelopment plan; (2) the redevelopment plans for the redevelopment areas in the City will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of such areas by private enterprise; and (3) the redevelopment plan conforms to a general plan for the development of the City as a whole. Official notice of said hearing shall be given by publication at least thirty (30) days prior to said hearing. Any change in the redevelopment plan must be approved by ordinance of the City Council, with or without a public hearing, as the City Council may determine.

(8) When the City shall have approved a project redevelopment plan pursuant hereto, the Director of Redevelopment, with the written approval of the City Manager, shall be authorized to acquire or to initiate condemnation action for the acquisition, on behalf of the City, of the real property, or interests therein, included within the project area and necessary to the execution of such plan.

(9) The Director of Redevelopment, under the direction of the Planning Commission and with the approval of the City Manager, is hereby authorized to negotiate for the sale, leasing, or other disposition of property held or acquired for a redevelopment in accordance with such plan; Provided, however, that each such sale, lease or other transfer shall be subject to the approval of the City Council and evidences by an instrument executed on behalf of the City by the City Manager and otherwise as required by the City Charter.

(10) Real property, or any interest therein, acquired for a redevelopment project may be sold, leased or transferred for its fair value, at the time of such sale, lease or other transfer, for uses in accordance with the redevelopment plan, as determined by the City Council. In determining such fair value, the City shall take into account and give consideration to the uses and purposes required by such plan; the restrictions upon, and the covenants, conditions and obligations to be assumed by the redeveloper of such property, and such other matters as the City may deem appropriate. For the purposes of this Chapter, such fair value may be less than the cost to the City of its acquisition and preparation of the property for redevelopment for uses in accordance with the project redevelopment plan.

(11) Pending its disposition of the property in a redevelopment area, the City, acting by and through the Planning Commission and the Director of Redevelopment, may temporarily operate and maintain any such property for such uses and purposes as may be deemed desirable even though not in conformity with the Redevelopment Plan, but for a period of time not to exceed six months, except with special approval of the City Council.

(12) If for any reason any part of this Chapter is held to be invalid, such decision shall not effect the validity of the remaining portions of this Chapter.

2. In the opinion of the Council, this Ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience and general welfare, and it is enacted for that purpose and shall be in full force and effect from and after the date of its passage.

3. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
MAYOR

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 1860

AN ORDINANCE 17,805

AUTHORIZING FINAL PAYMENT ON A CONTRACT WITH CUNNINGHAM CONSTRUCTION CO. FOR WORK PERFORMED ON FEEDER LINES TERMINAL BUILDING, MUNICIPAL AIRPORT, AND APPROPRIATING \$100.00 OUT OF THE AIRPORT ADMINISTRATION BUILDING B-45 FUND

WHEREAS, under authority granted in Ordinance No. 6602, dated February 5, 1948, the City entered into a contract with the Cunningham Construction Company to construct a Feeder Line Terminal Building at the Municipal Airport; and,

WHEREAS, said Contract has been completed and all sums due the Contractor have been paid with the exception of \$200.00 that has been in dispute; and,

WHEREAS, the Aviation Director has recommended the payment of \$100.00 in settlement of the disputed item and the Contractor has agreed to accept same in full payment, NOW THEREFORE

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

1. THAT the Director of Finance is hereby authorized to make a final payment of \$100.00 to John F. Cunningham doing business as Cunningham Construction Co. for work performed in the construction of the Feeder Lines Terminal Building, Municipal Airport in accordance with contract and approved statement on file in the Controller's office.
2. The above sum is to be paid only upon receipt by the Controller of a release, to be prepared by the City Attorney and executed by the Cunningham Construction Company discharging the City from any further liability under the contract.
3. THAT the sum of \$100.00 is hereby appropriated out of the Airport Administration Building B-45 Fund payable to John F. Cunningham, doing business as Cunningham Construction Company as full and final settlement of above contract.
4. PASSED AND APPROVED this 26th day of June, A. D. 1952.

Sam Bell Steves
Mayor

ATTEST:
J. Frank Gallagher
City Clerk