

APPRO. NO. 1386

AN ORDINANCE 7170

REPEALING A PORTION OF APPROPRIATION NO. 1342, DATED MAY 13TH, 1948, OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, IN THE AMOUNT OF \$440.00.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$440.00, be and the same is hereby repealed, being the unused portion of Appropriation No. 1342, dated May 13th, 1948, out of the 1947 General Fund, Proceeds of Notes, Various Departments, made payable to Dan Quill, Postmaster, for stamps.

PASSED AND APPROVED on the 20th day of May, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

APPRO. NO. 1387

AN ORDINANCE 7171

APPROPRIATING \$5,821.49 OUT OF THE ADVERTISING FUND TO PAY PITLUK ADVERTISING COMPANY FOR ADVERTISING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,821.49, be and the same is hereby appropriated out of the Advertising Fund, to pay Pitluk Advertising Company for advertising as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 20th day of May, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

APPRO. NO. 1388

AN ORDINANCE 7172

APPROPRIATING \$50.00 OUT OF THE 1946 GENERAL FUND, PROCEEDS OF NOTES, STINSON FILED, TO PAY BELFAST SUPPLY COMPANY, FOR MONTHLY RENTAL OF GRAVEL SPREADER.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the 1946 General Fund, Proceeds of Notes, Stinson Filed, to pay Belfast Supply Company for monthly rental of gravel spreader, as per approved Purchase Order on file in the City Auditor's Office.

(TO BE PAID OUT OF APPROPRIATION #1111, ORDINANCE #5207, DATED MAY 29, 1947.)

PASSED AND APPROVED on the 20th day of May, 1948.

ATTEST: Alfred Callaghan

J. Frank Gallagher M A Y O R

City Clerk * * *

APPRO. NO. 1389

AN ORDINANCE 7173

APPROPRIATING \$9.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO REIMBURSE J. FRANK GALLAGHER, CITY CLERK, AMOUNT PAID TO FRED HUNTRESS, COUNTY CLERK FOR FILING FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, to reimburse J. Frank Gallagher, City Clerk, amount paid to Fred Huntress, County Clerk, for filing fees, as per receipts on file in the City Auditor's office, out of the following departments.

Sewer Maintenance.....\$8.00
S. A. Municipal Airport..... 1.00
\$9.00

PASSED AND APPROVED on the 20th day of May, 1948.

Alfred Callaghan

ATTEST: M A Y O R

J. Frank Gallagher

City Clerk * * *

APPRO. NO. 1390

AN ORDINANCE 7174

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH MILAM CHEVROLET COMPANY, 401 N. FLORES STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED 5-11-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Milam Chevroler Company, 401 N. Flores Street, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$740.60 from the 1947 General Fund, Mayor's Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached Proposal of Milam Chevrolet Company to furnish the City of San Antonio, Mayor's Department, with one Chevrolet Fleetline 4-Dr. Sedan equipped as per proposal, price \$1,740.60, less trade-in allowance of \$1,000.00 on one 1946 Chevrolet Fordor Sedan, Series #5DJE, D.A.A. 77724, and appropriating the net sum of \$740.60 out of the 1947 General Fund, Mayor's Department, in payment of same.

PASSED AND APPROVED this 20th day of May, 1948.

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

APPRO. NO. 1391

AN ORDINANCE 7175

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR MATERIALS AND LABOR, WITH MR. FELIX MAGERS, RT. 2, BOX 343, C, SAN ANTONIO, TEXAS, PROPOSAL DATED 5-11-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Mr. Felix Magers, Rt. 2, Box 343 C, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$863.00 from the 1947 General Fund, Municipal Airport Dept. Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Mr. Felix Magers to furnish materials and labor to paint Airport water tower and tank, located at San Antonio Municipal Airport, and appropriating the sum of \$863.00 out of the 1947 General Fund, Municipal Airport Department, in payment of same.

PASSED AND APPROVED this 20th day of May, 1948.

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

AN ORDINANCE 7176

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF MR. & MRS. FRED
D. SAUNDERS.

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

1. That the petition of Mr. & Mrs. Fred D. Saunders, 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 1722 Basse Road, LOT #5, BLOCK #209, Los Angeles Heights Subdivision, Bexar County, San Antonio, Texas, 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 20TH DAY OF MAY, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Fred D. Saunders, Jr.

Mrs. Sylvia Saunders
Petitioner and Licensee

* * *

AN ORDINANCE 7177

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF JOHN D. EIDELBACH.

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

1. That the petition of John D. Eidelbach, 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 not situated on said premises at NUMBER 1726 Basse Road, LOT #4, BLOCK #209, Los Angeles Heights Subdivision, Bexar County, San Antonio, Texas, and not other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the futue 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 20TH DAY OF MAY, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

The foregoing permit and the conditions are accepted.

/s/ John D. Eidelbach
Petitioner and Licensee

* * *

AN ORDINANCE 7178

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF NR. & MRS. LAW-
RENCE P. OCHS.

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

1. That the petition of Mr. & Mrs. Lawrence P. Ochs, for a license to sue 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 1730 Basse Road, LOT #3, BLOCK #209, Los Angeles Heights Subdivision, Bexar County, San Antonio, Texas, and not other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 20TH DAY OF MAY, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Mr. Lawrence Paul Ochs
Mrs. Hazel Lee Ochs
Petitioner and Licensee

*File cards made to have
reference: JTB*

AN ORDINANCE 7179

MAKING A DEED OF EXCHANGE BETWEEN THE CITY OF SAN ANTONIO
AND HUMBLE OIL & REFINING COMPANY AND THE ACCEPTANCE OF
THE DEED OF HUMBLE OIL & REFINING COMPANY.

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

1. That this ordinance makes and manifests the deed of the City of San Antonio to Humble Oil & Refining Company and the acceptance of the deed of Humble Oil & Refining Company for the consideration hereinafter stated and in consideration of the execution of this instrument and the exchange of land;

2. That the City of San Antonio, a municipal corporation, of Bexar County, Texas for and in consideration of the promises has granted, sold and conveyed and by these presents does grant, sell and convey to Humble Oil & Refining Company, a corporation, of Harris County, Texas all that certain tract or parcel of land lying and being situated in the City of San Antonio, Bexar County, Texas described as follows, to-wit:

Being an irregular parcel of land from the southwest corner of Lot 1 and a triangular parcel of land from the northwest corner of Lot 2, Block 94, New City Block 291, lying outside of the right-of-way limits of the San Antonio Urban Expressway, and being more particularly described as follows: BEGINNING at the point of intersection of the east line of N. Frio Street and the division line between Lots 2 and 5, Block 94, New City Block 291, in the City of San Antonio, said point being 202.80 feet, more or less, southward from the intersection of the east line of N. Frio Street and the west line of North Laredo Street measured along the east line of N. Frio Street; THENCE, in a northerly direction along the east line of N. Frio Street, a distance of 35.00 feet, more or less, to a point, said point being 167.80 feet southward from the intersection of the east line of N. Frio Street and the west line of North Laredo Street measured along the east line of N. Frio Street; THENCE, along a bearing of N. 73°56'04" E, a distance of 20.96 feet to a point; THENCE, in a southeasterly direction in a straight line across Lot 1, a distance of 17.69 feet, more or less, to a point on the division line between Lot 1 and Lot 2, said point being 95.71 feet southwestward from the west line of North Laredo Street measured along the division line between Lot 1 and Lot 2; THENCE, in a southeasterly direction in a straight line across Lot 2, a distance of 82.60 feet, more or less, to a point on the division line between Lot 2 and Lot 5, said point being 25.46 feet northwestward from the northeast corner of Lot 5 measured along the division line between Lot 2 and Lot 5; THENCE, in a northwesterly direction along the division line between Lot 2 and Lot 5, a distance of 91.49 feet, more or less, to the point or place of beginning.

3. To have and to hold the said premises, together with all the right, title and interest conveyed hereby in and to the above described premises, together with all ~~the~~ singular the rights and appurtenances thereto in anywise belonging; unto the said Humble Oil & Refining Company, its successors and assigns forever, and the grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to said premises unto the grantee, its successors and assigns, against every person or persons whomsoever claiming or to claim the same or any part thereof, by, through, or under it.

4. Humble Oil & Refining Company, a corporation, in consideration of the premises and of the payment \$15,000.00 cash paid by the City of San Antonio, receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto the City of San Antonio, a municipal corporation of Bexar County, Texas, that certain tract or parcel of land lying and being situated within the corporated limits of the City of San Antonio, Bexar County, Texas described as follows, to-wit:

5. Being a part of the east end of Lot 26, out of the Original City Lot 97, New City Block 255, said part being more particularly described as follows: BEGINNING at a stake at the intersection of the north property line of Ruiz Street and the southwesterly line of North Laredo Street; THENCE, in a northwesterly direction, along and with the southwesterly line of North Laredo Street, 115 feet, to a stake; THENCE, in a southerly direction, west of South, on a direct line, 56.25 feet to the southeasterly corner of Lot 25, same block, and the southwesterly corner of Lot 26, on the north line of Ruiz Street; THENCE, about east 113.7 feet, along and with the north line of Ruiz Street and the south line of said Lot 26, to the place of beginning.

6. To have and to hold the said premises together with all rights, hereditamenta and appurtenances thereto belonging unto the said City of San Antonio, its successors and assigns forever, and it does hereby bind itself, its successors and assigns to warrant and forever defend the title to said property unto the City of San Antonio, its successors and assigns against every person whomsoever lawfully claiming or to claim this same or any part thereof.

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

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

9. PASSED, APPROVED AND EXECUTED this 20th day of May, A.D. 1948.

ATTEST: APPROVED AS TO FORM CITY OF SAN ANTONIO

J. Frank Gallagher COBBS, JR. /s/By: Alfred Callaghan
City Clerk City Attorney Alfred Callaghan
M A Y O R .

10. Humble Oil & Refining Company has caused these presents to be executed by D. B. Harris its Vice-President, thereunto duly authorized and its seal affixed hereto, 17th day of May, A.D., 1948.

HUMBLE OIL & REFINING COMPANY

ATTEST: /s/By: M. B. Fox /s/By: D. B. Harris
Asst. Sec'y. Vice-President

AN ORDINANCE 7180

GRANTING TO GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, DEBTOR, THE RIGHT, PRIVILEGE AND FRANCHISE OF CONSTRUCTING, MAINTAINING AND OPERATING A CERTAIN RAILWAY TRACK IN AND ALONG SAN MARCOS STREET AND ACROSS DELGADO STREET IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; AND PRESCRIBING THE TERMS AND CONDITIONS OF SAID RIGHT, PRIVILEGE AND FRANCHISE.

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

Sec. 1. That the right, privilege and franchise be, and the same is hereby, granted to GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, DEBTOR, his successors, assigns, lessees, licensees and invitees, to construct and thereafter maintain, repair, operate and use a certain railway spur track in and along San Marcos Street and across Delgado Street, the centerline of said track being more particularly described as follows:

Beginning at a point in San Marcos Street, which measured along the South line of San Marcos Street, is 40 feet East of the West line of San Marcos Street, and approximately 15 feet West of the East line of San Marcos Street;

Thence Northerly, on a No. 10 Turnout, a distance of 74.5 feet to the point of beginning of a 10-Degree curve to the left;

Thence Northwesterly, along said 10-Degree curve to the left, a distance of 87.5 feet, more or less, to the point of beginning of a 10-Degree curve to the right;

Thence, continuing Northwesterly along said 10-Degree curve to the right, a distance of 87.5 feet, more or less, to the point of intersection with the West line of San Marcos Street, said point being approximately 180 feet North, as measured along said West line, of the North line of Delgado Street, for the point of ending; said track occupying said streets for a total center line distance of 250 feet.

Sec. 2. This ordinance 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 Sec. 1 hereof.

Sec. 3. That said railway track, above mentioned, may be used by the trains, engines and cars owned and/or operated by said Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, his successors, assigns, licensees 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.

Sec. 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 track; and will, at its own expense, repair and place in its condition, as immediately before the installation of said track, that part of the said streets over, across and upon which said track may be installed.

Sec 5. Should said streets 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 streets 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 tract thereon. The Railroad Company shall, at all times, so maintain said track, together with paving or other surfacing of the streets within the rails thereof and for a space of two (2) feet outside of each rail thereof, so that the crossings will be smooth and will constitute no danger, hazard or obstruction to persons using or vehicles passing along said streets. 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.

Sec. 6. The franchise hereby granted shall become effective upon the Railroad Company filing with the City Secretary 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 ten (10) years thereafter. Failure to exercise the rights herein granted within said thirty 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.

Sec. 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.

PASSED AND APPROVED this 20th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7181

ACCEPTING EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS PARTS OF LOTS 19 TO 30, INCLUSIVE, BLOCK 2, NEW CITY BLOCK 6616, IN WEAVER SUBDIVISION, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the easement for drainage purposes over and across the North 10 feet of Lots 19 to 30, both inclusive, Block 2, New City Block 6616, situated in Weaver Subdivision, within the corporate limits of the City of San Antonio, Bexar County, Texas, executed by W. W. McAllister, H. B. Zachry and H. C. Kilpatrick, Trustees, dated the 28th day of April, A.D. 1948, be and the same is accepted hereby.

2. PASSED AND APPROVED this 20th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 7182

ACCEPTING PROPOSAL OF FRANK P. McELWRATH JR., TO FURNISH MOTORGRADER, ROLLER AND WATER TRUCK, INCLUDING OPERATORS, COSTS OF OPERATING & FURNISHING EQUIPMENT, FOR STREET WORK ON CINCINNATI AVENUE.

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

1. That the proposal of Frank P. McElwrath, Jr., Contractor, 110 Ira Avenue, San Antonio, Texas, dated May 18, 1948, to furnish Motorgrader, Roller and Water Truck, including operators, costs of operating and furnishing equipment, for street work on Cincinnati Avenue, attached hereto and made a part hereof, be and the same is accepted hereby.

2. That Payments to the Contractor shall be made on estimates approved by the City Engineer.

3. PASSED AND APPROVED this 20th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 7183

ACCEPTING PROPOSAL OF KELLY CONSTRUCTION COMPANY TO FURNISH EQUIPMENT FOR STREET WORK AS OUTLINED THEREIN.

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

1. That the proposal of Kelly Construction Company, 2215 Belknap Place, San Antonio, Texas, dated May 5, 1948, to furnish equipment for street work, as outlined therein, attached hereto and made a part hereof, be and the same is accepted hereby.

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

3. PASSED AND APPROVED this 20th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 7184

CHANGING THE NAME OF CERTAIN STREETS.

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

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

<u>Present Name</u>	<u>From</u>	<u>To</u>	<u>New Name</u>
E. Evergreen Street	E. Evergreen Street	N. St. Marys St.	EVERGREEN COURT
Cravens Court	E. Evergreen Court	E. Euclid Ave.	EVERGREEN STREET.

2. The City Engineer and the City Assessor shall change their records accordingly; and the City Clerk shall send a certified copy of this ordinance to the Postmaster and to the publisher of the City Directory.

3. PASSED AND APPROVED this 20th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

* * *

City Clerk

AN ORDINANCE 7185

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
AIRNEWS, INC.

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

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

2. In consideration of the rent and covenants herein contained, the Lessor hereby demises, leases and lets unto the Lessee, and the Lessee accepts the demised lease and letting for a term of 30 years, to begin on June 1, 1948 and end on May 31, 1978 the following tract of land situated in the County of Bexar and State of Texas, located on the San Antonio Municipal Airport in the Alamo Field Area, more particularly described by metes and bounds as follows:

3. Beginning at a point 275 feet easterly parallel to the center line of the existing concrete Taxiway "A" from the east edge of the existing concrete taxiway leading to the hangar now occupied by H. L. Brown, and northerly 250 feet at right angles from the north edge of Taxiway "A"; said point of beginning being 165 feet westerly of a southerly projection of the center line of "B" Street; THENCE northerly at right angles to the center line of the said existing Taxiway "A" 200 feet; THENCE easterly parallel to the said Taxiway "A" 200 feet, this course being also parallel to and 75 feet, more or less, southerly from the center line of Second Avenue; THENCE southerly at right angles to the said Taxiway "A" 200 feet; THENCE westerly parallel to the said Taxiway "A" 200 feet to the place of beginning.

Also a strip of land extending from Second Avenue to the northerly side of the aforesaid 200 feet square tract and of sufficient width for the construction and maintenance of an entrance roadway.

4. The above land to be used for the purpose of constructing a hangar thereon for the hangaring and repair of aircraft and the storage and sale of supplies and parts pertinent thereto: and for the operation of an Air Freight Service.

5. The City of San Antonio agrees to construct pavement of sufficient extent to allow Lessee unrestricted entrance and exit to and from the Airport taxiways and normal movement of aircraft within the vicinity of the newly constructed hangar. Said construction of pavement to be started so as to be completed at the time Lessee's hangar is ready for unrestricted use.

6. The Lessee is authorized to store and sell aviation gasoline and petroleum products on the leased premises and will pay, the Lessor, for this privilege one cent per gallon tax for all gasoline sold or used by him on the premises. Lessee further agrees to pay the prevailing landing fees for the type of aircraft used at all times. Said fees and taxes to be payable on or before the 15th of the month subsequent to the month in which incurred.

7. Necessary changes in utilities for services within the leased area shall be done at the expense of the Lessee under the supervision of the Lessor and with the approval of the Lessor.

8. The cost of utilities used by the Lessee will be borne by the Lessee under arrangement with the Slick Airways, Inc. lease, the cost of utilities shall be borne by the Lessee, by arrangement with the respective utility agencies concerned.

9. Lessee, in consideration of said demise, covenants and agrees with Lessor to pay to Lessor as rent for said premises the sum of One Dollar (\$1.00) per year, payment thereof to be made upon the first of each year during the existence of the lease.

10. It is mutually agreed by and between said parties, that Lessee may make such alterations, additions or improvements in and to said hangar, apron and taxi strip as he may find necessary and beneficial to him in the use thereof; provided however, all such alterations, additions or improvements shall comply with all laws, ordinances and regulations of the City of San Antonio and said Airport governing the construction of the same; and further that Lessee shall save Lessor harmless of and from any loss and damage by reason of the construction thereof by reason of any mechanic's, materialmen's or other liens of similar character arising or growing out of the construction, alteration, addition or improvements of said hangar, apron or connecting taxi strip. Upon completion of such alterations, additions or improvements, the Lessee shall furnish Lessor a detail statement of the cost of same for Lessor's examination and verification, also a complete set of drawings covering all construction performed by him.

11. Lessor agrees to the installation and use of necessary equipment on the premises of the Lessor by a third party for the sale of petroleum products provided location and use of said equipment is approved by the Lessor in writing.

12. On the termination of this lease the title to all buildings and property attached to the realty shall pass automatically to the City of San Antonio; and Lessee will execute any necessary release or quitclaim to the premises or fixtures thereon, and deliver same to Lessor upon the latter's request; however, Lessor will allow Lessee to lease the building originally constructed by him at the then prevailing rates and rentals or provide equivalent facilities at the said Airport, which will not restrict the then existing business of the Lessee.

13. Lessee agrees that all of his employees shall abide by all rules and regulations as set forth by the Airport Management; and the employees of the Lessee, while engaged in their employment, shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and they will use only the utility facilities designated for the Lessee and its employees.

14. Lessee shall insure all buildings erected on the property described, under extended coverage, in a company having a permit to do business in Texas, with a loss-payable clause in favor of the City of San Antonio for its then interest therein and file a certificate of insurance with the City Clerk.

15. Lessee further agrees that it will, at its own cost and expense, indemnify and hold harmless the Lessor against the claim or claims of any person or persons, natural or corporate, as the result of injuries to persons or property received while in or on the above demised premises during the term of this lease.

16. Lessee shall promptly execute and fulfill all the ordinances of the City Corporation applicable to said premises and the business operated thereon; and, all orders and requirements, imposed by the Board of Health, Sanitary and Police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at its own expense.

17. The Lessee covenants that it will erect and at all times keep in safe and good condition and repair each and every building, structure or improvement now on said demised premises or hereafter placed on said premises, and each and every sidewalk, alley or passageway contiguous or appertaining to said premises, and that it will comply with all provisions of law relating to the equipment, maintenance and use of such buildings, structures and improvements and furnish and pay for at its own expense all and every appliance, safeguard or improvement required by any provision of law, and will indemnify and save harmless the Lessor from all and every demand, action causes of action and expense, including counsel and attorney's fees, by reason of failure so to do or arising out of or in any way connected with any act or omission of the Lessee or any of its agents, employees, or contractors in and about the operation, improvement, maintenance, alteration, repair, building or restoration of any of the buildings, structures or improvements now on said demised premises, or hereafter placed upon the demised premises, or any of the sidewalks, alleys or premises, or arising out of or connected with the assertion or filing of any claim, demand or lien against any part of said premises, or arising out of or connected with any of the covenants, terms or provisions of this lease, binding upon or to be observed or performed by the Lessee. The Lessee covenants with the Lessor that during the term of this lease no part of said premises shall be used in such a manner as to create a nuisance or for any unlawful purpose.

18. Lessee covenants and agrees not to erect, affix or display any sign on the exterior of said premises without, in each instance, first securing the written consent of the Lessor.

19. Lessee agrees to permit the Lessor and his agents at all reasonable times to enter upon the demised premises to view the condition of the premises and buildings.

20. Lessee agrees to keep and perform all terms, covenants and conditions imposed upon it by this lease. Upon notice by Lessor 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 lease-hold interest shall be taken on execution or other process of law, or if the Lessee shall petition to be or be declared bankrupt or insolvent according to law, or if an assignment shall be made of its property for the benefit of creditors then in any such case the Lessor, or those having Lessor's estate in said premises may immediately or at any time thereafter, and without further notice or demand, declare this lease to be forfeited, and may enter into 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 Lessor all obligations of the Lessee for the remainder of the original term shall cease provided, however, that Lessee shall continue liable to Lessor for any act or omission done or omitted prior to the termination of this lease and the retaking of possession of the premises by Lessor.

21. 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 reenter and remove all persons therefrom, without being deemed guilty of any manner or trespass and without prejudice to any remedies or arrears of possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for the account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

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

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

24. PASSED, APPROVED AND EXECUTED, this 20th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

25. APPROVED AND ACCEPTED, this 20th day of May, A.D. 1948.

APPROVED AS TO FORM

Lessee

AIRNEWS, INC.

COBBS, JR.
City Attorney

/s/By: Frank G. Huntress, Jr.
Frank G. Huntress, Jr.
President and Treasurer

AN ORDINANCE 7186

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

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

1. This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Tomco Aviation, Incorporated, Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated March 4, 1948.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of March 4, 1948, is hereby amended and changed as follows, to-wit:

I

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

3. Hangar number 601 and buildings number 648, 520, 521, 628½, 629, 656 and two (2) twelve thousand (12,000) gallon underground gasoline storage tanks. Said structures located on Stinson Field, San Antonio, Texas, and said tanks located on Stinson Field, San Antonio, Texas. The above structures and tanks to be used for sale of aircraft, aircraft accessories and supplies, aircraft engines and parts, aircraft storage, charter trips, repair and maintenance of aircraft, and student instruction, and storage of gasoline, sale of aviation gas and petroleum products, and sale of any other items related to or used in conjunction with the operation of the business.

II

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

4. The amount of the rent for this property is \$478.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$78.00 each month for the term hereof, and in addition to the charges specified herein.

III

Said lease as executed by virtue of said Ordinance of March 4, 1948 except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 20th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPROVED AND ACCEPTED this 20th day of May, A.D. 1948.

/s/By: F. L. Thompson, Jr.
Authorized Agent

* * *

AN ORDINANCE 7187

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
SAN ANTONIO AIR COLLEGE.

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

1. This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and San Antonio Air College, Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated October 20, 1947.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of October 20, 1947, is hereby amended and changed as follows; to-wit:

I

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

3. Building 603 and 625. Said property located at Stinson Field, San Antonio, Texas, and to be used for the operation of a flying school and sale of aircraft and aircraft accessories.

II

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

4. The amount of the rent for this property is \$72.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$72.00 each month for the term hereof, and in addition to the charges specified herein.

III

Said lease as executed by virtue of said Ordinance of October 20, 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 20th day of May, A.D. 1948.

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

APPROVED AND ACCEPTED this 5th day of May, A.D. 1948.

/s/By; Allen M. Russell
Authorized Agent

* * *

APPRO. NO. 1392 AN ORDINANCE 7188

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL BUDGET TRANSFER OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following amount, be and the same is hereby ordered transferred as follows:

Table with 2 columns: FROM/TO and Amount. FROM: 1947 General Fund, Proceeds of Notes; TO: 1947 General Fund, Proceeds of Notes. Includes sub-departments like Back Tax Collector's and Tax Assessor's.

PASSED AND APPROVED on the 27th day of May, 1948.

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

APPRO. NO. 1393 AN ORDINANCE 7189

APPROPRIATING \$139,720.72 OUT OF THE 1947 GENERAL FUND, FOR THE REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$139,720.72, be and the same is hereby appropriated out of the 1947 General Fund for regular semi-monthly payrolls for period ending May 31, 1948, as follows:

Table with 2 columns: Department and Amount. Includes Public Affairs in General, Taxation Department, Parks, Sanitation & Public Property, Streets & Public Improvements, Fire & Police Depts, and Total.

PASSED AND APPROVED on the 27th day of May, 1948.

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

APPRO. NO. 1394 AN ORDINANCE 7190

APPROPRIATING \$240.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCT., TO PAY POLICE, FIREMEN & FIRE ALARM OPERATORS SERVICE PAY, TO BE DEPOSITED TO THE POLICE & FIREMEN'S WAGE RESERVE ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$240.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes Account, for the service pay(in controversy) due on the regular semi-monthly payrolls ending May 31, 1948, this to be deposited to a special fund called: "POLICE & FIREMEN'S WAGE RESERVE ACCOUNT" in the amount of \$240.00.

Police.....	\$160.00
Fire.....	80.00
Total.....	<u>\$240.00</u>

PASSED AND APPROVED on the 27th day of May, 1948.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk

* * *

APPRO. NO. 1395 AN ORDINANCE 7191

APPROPRIATING \$7,500.00 OUT OF THE 1947 GENERAL FUND-
PROCEEDS OF NOTES-
INTEREST DEPARTMENT- PAYABLE TO THE NATIONAL BANK OF
COMMERCE, TO PAY INTEREST ON NOTES AS THEY ARE PAID.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$7,500.00, be and the same is hereby appropriated out of the 1947 General Fund- Proceeds of Notes- Interest Department- to pay the National Bank of Commerce of San Antonio, Texas for the interest on the 1947 General Fund Notes, as they are paid.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan
M A Y O R

ATTEST:
J. Frank Gallagher

City Clerk.

* * *

APPRO. NO. 1396 AN ORDINANCE 7192

APPROPRIATING \$1,675,000.00 OUT OF THE 1947 GENERAL
FUND-TAXES, LICENSES, FINES, ETC. ACCOUNT, TO PAY
SIXTY-SEVEN (67) NOTES, NOS. 154 TO 220, INCLUSIVE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,675,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines, etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay Sixty-seven (67) Notes, Nos. 154 to 220, inclusive, of the 1947 General Fund Series, maturing on or before May, 31, 1948.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST: M A Y O R

J. Frank Gallagher

City Clerk.

* * *

APPRO. NO. 1397 AN ORDINANCE 7193

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN
APPROPRIATION FOR EQUIPMENT, WITH SWING MACHINERY &
EQUIPMENT COMPANY, 1523 TRANSIT TOWER, SAN ANTONIO,
TEXAS, PROPOSAL DATED: 5-15-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proppsal, the Charter and relevant Ordinances of the City of San Antonio, with Swing Machinery & Equipment Company, 1523 Transit Tower, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$233.71 from the 1947 General Fund, Sewage Plant Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached Proposal of the Swing Machinery & Equipment Company to furnish the City of San Antonio, Sewage Plant Department, with: one Miller-Knuth power operated Hack Saw, price \$203.50; 1 dozen No. 1814 Blades, \$16.46; and 1 No. 3161 adjustable Stock Dolly, \$13.75, and appropriating the total sum of \$233.71 out of the 1947 General Fund, Sewage Plant Fund, in payment of same.

PASSED AND APPROVED this 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

APPRO. NO. 1398

AN ORDINANCE 7194

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL
BUDGET TRANSFER OF THE 1947 GENERAL FUND,
PROCEEDS OF NOTES ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the following amount, be and the same is hereby ordered transferred as follows:

FROM: 1947 - General Fund, Proceeds of Notes Account.

Commissioner of Parks-----	\$1,350.00
Rivers and Ditches-----	3,600.00
Old City Cemetery-----	1,000.00
San Jose Burial Park-----	3,300.00
Riverside Golf Course-----	300.00
Brackenridge Golf Course-----	2,000.00
Recreation-----	1,750.00
Olmos Basin and Dam-----	700.00
Sewage Plant-----	3,000.00
Contingency Fund-----	<u>8,813.26</u>

\$25,813.26

TO: 1947 - General Fund, Proceeds of Notes Account.

Zoo-----	4,500.00
Governor's Palace-----	75.00
Flood Repairs-----	469.26
Polio Emergency-----	269.00
Garbage and Sanitation-----	<u>20,500.00</u>

\$25,813.26

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7195

APPRO. NO. 1399

APPROPRIATING \$406.73 OUT OF THE 1947 GENERAL
FUND, PROCEEDS OF NOTES, STREET MAINTANCE, TO
PAY FRANK T. DROUGHT, CONSULTING ENGINEER, FOR
PROFESSIONAL SERVICES IN CONNECTION WITH MAKING
SURVEYS OF NEW CITY LIMITS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$406.73, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Street Maintenance, to pay Frank T. Drought, Consulting Engineer, for professional services in connection with making surveys of new City Limits, as authorized by action of the City Council, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

APPRO. NO. 1400

AN ORDINANCE 7196
APPROPRIATING \$2,058.15 TO PAY FOWLER &
COMPANY, ENGINEERS, FOR PROFESSIONAL
SERVICES RENDERED IN CONNECTION WITH THE
DESIGN & PREPARATION OF PLANS AND SPECI-
FICATIONS FOR THE EXTENSION OF MAIN
AVENUE THROUGH THE ARSENAL PROPERTY.

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

1. That the sum of \$2,058.15 be and the same is appropriated hereby out of Street and Bridge C-45 Fund, to pay Fowler & Company, Engineers, for professional services in connection with the design and preparation of plans and specifications for the extension of Main Avenue through the Arsenal Property, in accordance with contract on file in the office of the City Clerk, dated March 11, 1948.

2. PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

APPRO. NO. 1401

AN ORDINANCE 7197
APPROPRIATING \$150.19 OUT OF THE 1947 GENERAL
FUND, PROCEEDS OF NOTES, STREET MAINTENANCE,
TO PAY SOUTHWEST STONE COMPANY FOR 2 CARLOADS
OF TRAP ROCK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$150.19, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Street Maintenance, to pay Southwest Stone Company for 2 carloads of trap rock, as per approved Purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7198

APPRO. NO. 1402

APPROPRIATING \$862.50 OUT OF THE STREET &
BRIDGE C-45 FUND, FOR REGULAR SEMI-MONTHLY
PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$862.50, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for regular semi-monthly payroll for the period ending May 31, 1948, in the amount of -----\$862.50

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7199

APPRO. NO. 1403

APPROPRIATING \$15,000.00 OUT OF THE INTER-
REGIONAL HIGHWAY A-45 FUND TO PAY STEWART
TITLE GUARANTY COMPANY PAYMENT FOR LAND TO BE
CONVEYED TO THE CITY OF SAN ANTONIO, BY
HUMBLE OIL & REFINING CO., FOR RIGHT-OF-WAY
FOR INTERREGIONAL HIGHWAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$15,000.00, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund- made payable to the Stewart Title Guaranty Company in payment for land to be conveyed to the City of San Antonio, by Humble Oil & Refining Co., for right of way for Interregional Highway.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7200

APPRO. NO. 1404

APPROPRIATING \$760.85 OUT OF THE SANITARY
SEWER PLANT & SYSTEM A-47 FUND FOR REGULAR
SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$760.85, be and the same is hereby appropriated out of the Sanitary Sewer Plant & System A-47 Fund, for regular semi-monthly payroll for period ending May 31, 1948, in the amount of -----\$760.85

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

APPRO. NO. 1405

AN ORDINANCE 7201

APPROPRIATING \$475.00 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FRITH AND GRAY FOR FURNISHING CATERPILLAR TRACTOR, WITH OPERATOR,

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$475.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frith and Gray, for furnishing Caterpillar Tractor, with operator, for work done on Cincinnati Avenue, in accordance with proposal on file in the office of the City Clerk dated April 27th, 1948 and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

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

APPRO. NO. 1406

AN ORDINANCE 7202

REPEALING \$15,000.00 OUT OF THE INTERREGIONAL HIGHWAY A-45 FUND MADE PAYABLE TO THE HUMBLE OIL AND REFINING COMPANY UNDER APPROPRIATION 1366, DATED MAY 20TH, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$15,000.00 is hereby ordered repealed, out of the Interregional Highway A-45 Fund, made payable to the Humble Oil and Refining Company under Appropriation 1366, dated May 20th, 1948.

PASSED AND APPROVED on the 27th day of May, 1948.

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

APPRO. NO. 1407

AN ORDINANCE 7203

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL BUDGET TRANSFER OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following amount, be and the same is hereby ordered transferred as follows:

FROM: 1947 General Fund, Proceeds of Notes:
Sewer Maintenance-----\$200.00
TO: 1947 General Fund, Proceeds of Notes:
Street Commissioner-----\$200.00

PASSED AND APPROVED on the 27th day of May, 1948.

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

APPRO. NO. 1408

AN ORDINANCE 7204

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING APPROPRIATION FOR EQUIPMENT WITH MILAM CHEVROLET CO., TRUSTEE FOR: SMITH MOTOR SALES, ORMSBY CHEVROLET CO. & MILAM CHEVROLET CO., SAN ANTONIO, TEXAS, PROPOSAL DATED MAY 19th, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Milam Chevrolet Co., Trustee for: Smith Motor Sales, Ormsby Chevrolet Co. & Milam Chevrolet Co.
2. An Appropriation is made hereby in the amount of \$1,840.85 from the 1947 General Fund, Fire Department Fund to pay the debt created by the Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of the City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of the City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

5. Accepting the attached Proposal of Milam Chevrolet Company, Trustee for: Smith Motor Sales, Ormsby Chevrolet Company, and Milam Chevrolet Company, to furnish the City of San Antonio, Fire Department, with one Fleetline 1948 4-Dr. Chevrolet Sedan, and appropriating the sum of \$1,840.85 out of the 1947 General Fund, Fire Department, in payment of same.

PASSED AND APPROVED this 27th day of May, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7205

APPRO. NO. 1409

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH MILAM CHEVROLET CO., TRUSTEE FOR: SMITH MOTOR SALES, ORMSBY CHEVROLET CO., & MILAM CHEVROLET CO., SAN ANTONIO, TEXAS, PROPOSAL DATED MAY 18th, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Milam Chevrolet Co., Trustee For: Smith Motor Sales, Ormsby Chevrolet Co. and Milam Chevrolet Co.

2. An Appropriation is made hereby in the amount of \$17,018.55 from the 1947 General Fund, Police Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached Proposal of Milam Chevrolet Company, Trustee for: Smith Motor Sales, Ormsby Chevrolet Company and Milam Chevrolet Company, to furnish the City of San Antonio, Police Department, with 11 Stylemaster 1948 2-Dr. Chevrolet Sedans @ \$1565.35 each; 1 Fleetline 1948 2-Dr. Chevrolet Sedan @ \$1783.85, and 1 Fleetline 1948 4-Dr. Chevrolet Sedan @ \$1840.85, total sum \$20,843.55; less trade-in allowance \$3,825.00 on 13 used automobiles as listed in Proposal; and appropriating the total sum of \$17,018.55 out of the 1947 General Fund, Police Department, in payment of same.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7206

APPRO. NO. 1410

APPROPRIATING \$1,535.11 OUT OF THE POLICE AND FIREMEN'S ACCUMULATED SICK LEAVE ACCOUNT, TO PAY PAYROLLS, FOR PERIOD ENDING MAY 31, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$1,535.11, be and the same is hereby appropriated out of the Police and Firemen's Accumulated Sick Leave Account, to pay payrolls for period ending May 31st, 1948.

Police Department.....\$1,535.11

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7207

APPRO. NO. 1411

APPROPRIATING \$2,581.66 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO BE DEPOSITED TO POLICE AND FIREMEN'S WAGE RESERVE ACCOUNT, TO COVER INTEREST ON DEFERRED PAYROLL CHECKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$2,581.66, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, to be deposited to the credit of the Police and Firemen's Wage Reserve Account to pay interest on the deferred payroll checks.

Police Department.....	\$747.09
Fire Alarm Department.....	20.25
	<u>\$2,581.66</u>

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk.

AN ORDINANCE 7208

APPRO. NO. 1412

APPROPRIATING \$93,186.47 OUT OF THE POLICE AND FIREMEN'S WAGE RESERVE ACCOUNT TO PAY PAYROLLS OF POLICE AND FIREMEN'S BACK PAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$93,188.47 be and the same is hereby appropriated out of the Police and Firemen's Wage Reserve Account to pay payrolls of Police and Firemen's back pay from September 5, 1947 to April 30th, 1948.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk.

AN ORDINANCE 7209

APPRO. NO. 1413

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL BUDGET TRANSFER OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio that the following amount, be and the same is hereby ordered transferred as follows:

FROM:	1947 General Fund, Proceeds of Notes.	
TO:	1947 General Fund, Proceeds of Notes.	
	Fire Department.....	\$8,550.00
	Commissioner's Office.....	300.00
	Electrical Insp. Dept.....	700.00
	Plumbing Insp. Dept.....	500.00
	Sign Inspection Dept.....	50.00
	Street Lighting Dept.....	7,000.00
		<u>\$8,550.00</u>

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk.

AN ORDINANCE 7210

APPRO. NO. 1414

APPROPRIATING \$90.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, CIVIL SERVICE BOARD, TO PAY THE MEMBERS OF THE CIVIL SERVICE BOARD FOR SERVING ON BOARD MEETINGS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$90.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Civil Service Board, to pay the members of the Civil Service Board, as listed below, for serving on Board Meetings.

Temple Calhoun	703 Frost Bank Bldg...	2 days (\$10.00 per day)	.....	\$20.00
Walter Groce	2103 San Pedro.....	1 day (\$10.00 " " )	.....	10.00
Joe Olivares	2201 Saunders Ave.....	2 days ( " " " )	.....	\$20.00
C. E. Smeltz	c/o Elks Club.....	2 days ( " " " )	.....	\$20.00
Jas. Tafolla	Aztec Theater Bldg.....	2 days ( " " " )	.....	\$20.00
				\$90.00

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7211

APPRO. NO. 1415

APPROPRIATING \$10.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, REFUND ACCOUNT, TO REIMBURSE WM. P. MOORE, AMOUNT DEPOSITED WITH CLERK OF CORPORATION COURT AS AN APPEARANCE BOND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$10.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Refund Account, to reimburse Wm. P. Moore, amount deposited with Clerk of Corporation Court as an appearance bond (the case having been dismissed), Case No. 70751.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7212

APPRO. NO. 1416

APPROPRIATING \$90.53 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$90.53, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, to pay Dan Quill, Postmaster for stamps as per approved Purchase Orders on file in the City Auditor's Office.

Auditing.....	\$35.00
Mayor's Office.....	6.00
S. A. Municipal Airport.....	18.00
Stinson Field.....	17.53
Witte Museum.....	14.00
	\$90.53

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7213

APPRO. NO. 1417

APPROPRIATING \$150.00 OUT OF THE 1946
GENERAL FUND, PROCEEDS OF NOTES,
STINSON FIELD, TO PAY ACME GRAVEL
COMPANY, INC. FOR SPREADING GRAVEL
WITH GRAVEL SPREADER ON RUNWAY
PAVING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$150.00,
be and the same is hereby appropriated out of the 1946 General Fund, Proceeds of Notes,
Stinson Field, to pay Acme Gravel Company, Inc., for spreading gravel with gravel spreader
on runway paving as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7214

APPRO. NO. 1418

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL
BUDGET TRANSFER OF THE 1947 GENERAL FUND,
PROCEEDS OF NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following
amount, be and the same is hereby ordered transferred as follows:

TRANSFERRED FROM:

Judgement and Suits.....	\$10,000.00
Contingencies.....	3,934.19
	<hr/>
	\$13,934.19

TRANSFERRED TO:

City Clerk.....	2,211.03
Corporation Court.....	2,509.37
Pauper Interment.....	630.00
Interest Account.....	8,583.79
	<hr/>
	\$13,934.19

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7215

APPRO. NO. 1419

APPROPRIATING \$20.00 OUT OF THE 1947
GENERAL FUND, PROCEEDS OF NOTES,
HEALTH DEPARTMENT, PAYABLE TO DR.
AUSTIN E. HILL, DIRECTOR OF PUBLIC
HEALTH, FOR INCIDENTAL EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$20.00
be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes,
Health Department, payable to Dr. Austin E. Hill, Director of Public Health, to be
used for incidental expenditures of the Health Department as provided by Section No.16
of the Finance Ordinance.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7216

APPRO. NO. 1420

APPROPRIATING \$121.09 OUT OF THE
ADVERTISING FUND, TO PAY THE
UNDERWOOD CORPORATION FOR ONE
STANDARD TYPEWRITER.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$121.09, be and the same is hereby appropriated out of the Advertising Fund, to pay the Underwood Corporation for one Standard Typewriter, Serial #6354875, 11" Pica type, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7217

APPRO. NO. 1421

APPROPRIATING \$175.00 OUT OF THE AIRPORT ADMIN.
BLDG., B-45 FUND FOR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$175.00, be and the same is hereby appropriated out of the AIRPORT ADMIN. BLDG., B-45 FUND, to pay payroll for Asst. Airport Director, for period ending May 31, 1948.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7218

APPRO. NO. 1422

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$87.50, be and the same is hereby appropriated out of the Advertising Fund, to pay regular semi-monthly Secretarial payroll, for period ending May 31, 1948, in the amount of.....\$87.50

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7219

APPRO. NO. 1423

APPROPRIATING \$600.00 OUT OF THE 1947 GENERAL FUND,
PROCEEDS OF NOTES, STINSON FIELD, TO PAY BAIRD-
STRUNK COMPANY FOR FIRE INSURANCE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$600.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Stinson Field, to pay Biard-Strunk Company for Fire Insurance on Various Buildings taken over by the city at Stinson Field Housing Area (Policy No. 42-7584), as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 27th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7220

APPRO. NO. 1424

APPROPRIATING \$43.95 TO ROBERT L. COOK,
CLERK, COURT OF CIVIL APPEALS, FOR COURT
COSTS IN CAUSE NO. 11,800, STYLES CITY
OF SAN ANTONIO, ET AL., APPELLANTS, VS
CLETUS H. BAIRD, ET AL., APPELLEES.

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

1. That \$43.95 be and the same is appropriated hereby out of the 1947 General Fund - Judgements and Suits, to Robert L. Cook, Clerk, Court of Civil Appeals, for the Fourth Supreme Judicial District of Texas, at San Antonio, in payment of court costs in Cause No. 11,800, styled City of San Antonio, et al., Appellants, vs Cletus H. Baird, et al, Appellees, as per itemized statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7221

APPRO. NO. 1425

ACCEPTING PROPOSAL, CREATING CONTRACT AND
MAKING AN APPROPRIATION FOR EQUIPMENT,
WITH SAN ANTONIO REFRIGERATION COMPANY,
637 SOUTH FLORES ST., SAN ANTONIO, TEXAS,
PROPOSAL DATED MAY 19, 1948.

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

1. That ~~this~~ Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with San Antonio Refrigeration Company, 637 So. Flores St., San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$1170.00 from the 1947 General Fund, Municipal Airport Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this Contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of the San Antonio Refrigeration Company to furnish the City of San Antonio, Municipal Airport Department, with two (2) Frigidaire, MI-35 Industrial, 35 GPH Electric Water Coolers at \$585.00 each, and appropriating the total sum of \$1170.00 out of the 1947 General Fund, Municipal Airport Department, in payment of same.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7222

APPRO. NO. 1426

ACCEPTING PROPOSAL, CREATING CONTRACT AND
MAKING AN APPROPRIATION FOR EQUIPMENT
WITH MILAM CHEVROLET COMPANY, 437 N. FLORES
STREET, SAN ANTONIO, TEXAS. PROPOSAL DATED
5/18/48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Milam Chevrolet Company, 437 N. Flores Street, San Antonio, Texas,

2. An Appropriation is made hereby in the amount of \$2089.85 from the 1947 General Fund, Municipal Airport Department Fund to pay the debt created by this Ordinance; and the

issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Milam Chevrolet Company to furnish the City of San Antonio, Municipal Airport Department, with one 1948 Chevrolet 1-1/2 Ton Truck, complete with Anthony Dump Body and Hydraulic Hoist, and appropriating the sum of \$2089.85 out of the 1947 General Fund, Municipal Airport Department, in payment of same.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7223

APPRO. NO. 1427.

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH SAN ANTONIO MACHINE & SUPPLY COMPANY, P. O. BOX 660, SAN ANTONIO, TEXAS PROPOSAL DATED MAY 19, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with San Antonio Machine & Supply Company, P. O. Box 660, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$852.17 from the 1947 General Fund, Municipal Airport Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

4. Accepting the attached Proposal of San Antonio Machine & Supply Company to furnish the City of San Antonio, Municipal Airport Department, with one Pressure Water System complete as per proposal, and appropriating the sum of \$852.17 out of the 1947 General Fund, Municipal Airport Department, in payment of same.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7224

ACCEPTING PROPOSAL OF NATIONAL BANK OF COMMERCE AND DESIGNATING IT AS GENERAL DEPOSITORY AND SPECIAL DEPOSITORY OF THE CITY AND AS FISCAL AGENT FOR THE CITY; AND CREATING THE CONTRACT WITH SAID BANK TO FINANCE THE CITY FOR THE FISCAL YEAR 1948.

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

1. That the proposal of National Bank of Commerce of San Antonio, Texas, dated the 20th day of May, 1948, to act as depository of the City of San Antonio, all of which is more fully set out in said instrument attached hereto and marked Exhibit "A", and made a part hereof for all intents and purposes as fully as if it were copied herein, be and the same is hereby accepted.

2. That said Bank be and is hereby designated as general depository, and as special depository, of said City, and upon deposit of securities approved by the City to secure the City funds, duly authorized and eligible to receive the general deposits and the special deposits of the City of San Antonio for the fiscal year beginning June 1st, 1948 and ending May 31st, 1949.

B. That said Bank be and it is hereby designated as fiscal agent for said City.

4. That the offer of said Bank, subject to the conditions therein stated, to lend to the City of San Antonio for its use, in anticipation of the receipts of taxes levied for the current revenue for said fiscal year, the amounts, and upon the terms stated in said offer, be and the same is hereby accepted.

5. That the said Bank be and it is hereby declared to be authorized and eligible to lend money for the use of the City of San Antonio in anticipation of the receipts of taxes levied for the fiscal year beginning June 1st, 1948 and ending May 31st, 1949 and the current revenue for said fiscal year, as authorized and provided by the Charter of said City; and all uncollected taxes and current revenues of the City of San Antonio for the fiscal year 1948, except revenue from Parking Meters, Health Center Project, Willow Springs Golf Course Project, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes are hereby irrevocably pledged to secure such loans.

6. This ordinance and the attachments thereto creates and manifests the contract between the City of San Antonio and National Bank of Commerce, of San Antonio, Texas, to act as depository and fiscal agent of the City of San Antonio for the current fiscal year.

7. All other proposals and bids are hereby rejected.

8. PASSED AND APPROVED this 27th day of May, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7225

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
SOUTHERN ALKALI CORPORATION, CORPUS CHRISTI,
TEXAS THRU: PEASLEE-GAULBERT CORPORATION,
1324 SOUTH FLORES ST., SAN ANTONIO, TEXAS,
PROPOSAL DATED MAY 20, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Southern Alkali Corporation, Thru: Peaslee-Gaulbert Corporation.

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

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

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

5. To furnish the City of San Antonio, Sewage Treatment Plant, with the requirements of Liquid Chlorine for a period beginning June 1, 1948, and terminating May 31, 1949, as per Contract attached.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7226

ACCEPTING PROPOSAL, CREATING CONTRACT WITH
SAN ANTONIO DEALERS, 210 POTOSI STREET,
SAN ANTONIO, 7, TEXAS: PROPOSAL DATED
MAY 20, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio with San Antonio Dealers, 210 Potosi Street, San Antonio, Texas.

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

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

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

5. Accepting the attached proposal of San Antonio Dealers to furnish the City of San Antonio, Zoo Department, with the requirements of Fresh Horse Meat for a period of one year beginning June 1, 1948 and terminating May 31, 1949, at the following prices:

- 1/3 Hinds.....09 per lb.
- Shoulders, excluding neck and ribs,.....09 per lb.

PASSES AND APPROVED this 27th day of May, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk.

* * *

AN ORDINANCE 7227

ACCEPTING PROPOSAL, CREATING CONTRACT WITH ALAMO SEA FOODS COMPANY, 311 BUENA VISTA STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED 5-20-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio with Alamo Sea Foods Company, 311 Buena Vista Street, San Antonio, Texas.

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

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

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

5. Accepting the attached proposal of Alamo Sea Foods Company to furnish the City of San Antonio, Zoo Department, with the requirements of Fresh Sea Foods for a period beginning June 1, 1948 and terminating May 31, 1949, at the following prices:

- | | | | |
|------------|---------------|-----------------|---------------|
| Mixed Fish | .1525 per lb. | Headless Silver | .1725 per lb. |
| Mackeral | .32 " " | Herring | .1925 " " |
| Shrimp | .41 " " | Smelts | .24 " " |

PASSED AND APPROVED this 27th day of May A. D. 1948.

Alfred Callaghan

ATTEST:

J. Frank Gallagher
City Clerk.

* * * M A Y O R

AN ORDINANCE 7228

MAKING A CONTRACT FOR LEONARDO ESPINOSA
WITH GARBAGE & SANITATION.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor, WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio one Truck, at the rate of \$12.00 per day of 8 hours.
3. That the Contractor shall, at his own expense, employ the driver, and maintain Truck in good condition.
4. The Contractor will use the Truck for Garbage Collection, at the time and place directed by the Superintendent of Garbage & Sanitation Dept., of the City of San Antonio, and will accomplish this work in a workmanship manner.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parol agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.
8. PASSED AND APPROVED this 20th, day of May, 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk.

9. ACCEPTED.

Leonardo Espinosa
707 S. Navidad St.

* * *

AN ORDINANCE 7229

AN ORDINANCE TO USE THE CITY SANITARY
SEWERS BY A CONNECTION OUTSIDE OF THE
CITY LIMITS, ON THE PETITION OF
H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 103 Bryker Dr., Terrell Hills Lot 17, Block 5846, 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 sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgement 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 in to 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 27th DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The foregoing permit and the conditions are accepted.

/s/By: H. B. Zachry Prop. Inc.

Jay E. Adams - Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7230

AN ORDINANCE TO USE THE CITY SANITARY SEWERS-BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 107 Bryker Dr., Lot 19 & W. 10 ft. of 20, Block 5846, Lakewood Add. Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

8. That the Inspectors of the City shall have the 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 27th DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The foregoing permit and the conditions are accepted.

/s By: H. B. Zachry Prop. Inc.

Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

AN ORDINANCE 7231

AN ORDINANCE TO USE THE CITY SANITARY
SEWERS BY CONNECTION OUTSIDE OF THE
CITY LIMITS, ON THE PETITION OF
H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 109 Bryker Dr., Lot E. 70' of 20 and W. 20 of 21 Block 5846, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 the 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 in to 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 27TH DAY OF MAY, A. D. 1948/

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The foregoing permit and the conditions are accepted.

/s: H. B. Zachry Prop. Inc.

Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7232

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETI-
TION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 105 Bryker Drive, Lot 68, Block 5846, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27th DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

/S: H. B. Zachry Prop. Inc.

Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7233

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE
PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 139 Bryker Drive, Lot 2, Block 5847, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 even 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 in to 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 27TH DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

H. B. Zachry Prop. Inc.

/S: Jay W. Adams, Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7234

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON
THE PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 106 Bryker Drive, Lot 4 W. 10 & 5, Block 5848, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27TH DAY OF MAY A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

H. B. Zachry Prop. Inc.

/S: Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

AN ORDINANCE 7235

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 108 Bryker Drive, Lot E. 70 by 5, W. 20 by 6, block 5848, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27TH DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher
City Clerk.

The forgoing permit and the conditions are accepted.

H. B. Zachry Prop. Inc.

/s: Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

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AN ORDINANCE 7236

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 126 Bryker Drive, Lot E. 20 by 13 & 14, Block 5848, Lakewood Add. Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27TH DAY OF MAY, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

H. B. Zachry Prop. Inc.

/S:Jay E. Adams, Vice-Pres.

Petitioner and Licensee.

* * *

AN ORDINANCE 7237

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF H. B. ZACHRY PROP. INC.

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

1. That the petition of H. B. Zachry Prop. Inc., 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 138 Bryker Drive, Lot 20 and W. 10 by 21, Block 5848, Lakewood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 27TH DAY OF ~~MAY~~ A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

H. B. Zachry Prop. Inc.

/S: Jay E. Adams, Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7238

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF CHARLES E. PEDROTTI.

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

1. That the petition of Charles E. Pedrotti, 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 1733 Vinece, Lot 18½ by 19, Block 209, Los Angeles Heights, 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 judgement 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 in to 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 27TH DAY OF MAY, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

/S: Charles E. Pedrotti

Mildred Pedrotti.
Petitioner & Licensee.

AN ORDINANCE 7239

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE THE CITY LIMITS, ON THE PETITION OF L. W. HAGSTROM.

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

1. That the petition of L. W. Hagstrom, 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 408 Ridgemont, Lot 2, Block 30, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27th DAY OF MAY, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

/S: L. W. Hagstrom

Annie Meade Hagstrom

* * *
AN ORDINANCE 7240

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF BUSBY THE BUILDER, INC.

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

1. That the petition of Busby The Builder, Inc., 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 315 Morningside Drive, Lot 3, Block 31-A, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

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

7. That in consideration of the permit hereby granted and the service 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 in to 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 27th DAY OF MAY, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

The forgoing permit and the conditions are accepted.

Busby the Builder, Inc.

/S: L. S. Busby, Vice-Pres.
Petitioner and Licensee.

* * *

AN ORDINANCE 7241

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY CONNECTION OUTSIDE THE CITY LIMITS, ON THE PETITION OF WALTER E. BOWDEN.

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

1. That the petition of Walter E. Bowden, 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 temporaru 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 643 Elizabeth Rd., Lot 11, Block 1, Cor. Block 5806, City of Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement 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 in to 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 27TH DAY OF MAY, A.D. 1948

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

The foregoing permit and conditions are accepted.

/s/ Walter E. Bowden
Virginia Lee Bowden
Petitioner and Licensee

* * *
AN ORDINANCE 7242

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF P. C. NAYLOR &
P. C. NAYLOR, JR.

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

1. That the petition of P. C. Naylor & P. C. Naylor, Jr., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 309 Tuttle Rd., LOTS 21 & 22, BLOCK 2, Terrell Hills, and not other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay to 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. That 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 27th DAY OF MAY, A.D. 1948.

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

The foregoing permit and the conditions are accepted.

/s/ P. C. Naylor
P. C. Naylor, Jr.
Petitioner and Licensee

* * *
AN ORDINANCE 7243

ACCEPTING DEED FROM SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
TO LOT IN NEW CITY BLOCK 826, FOR EXTENSION OF McCULLOUGH AVENUE.

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

1. That the deed from San Antonio Independent School District, dated the 14th day of May, A.D. 1948, for parts of Lots 5, 6, 7, 8 and A-9, New City Block 826, in the City of San Antonio, Bexar County, Texas, for the proposed extension of McCullough Avenue, is accepted hereby.
2. The City Clerk is directed to file such deed and a copy of this ordinance in the Deed Records of Bexar County, and the City Assessor and the City Engineer are directed to change their records accordingly.
3. PASSED AND APPROVED this 27th day of May, A.D. 1948.

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

AN ORDINANCE 7244

ACCEPTING THE PROPOSAL OF, AND CREATING CONTRACT WITH
E. E. HOOD & SON, FOR GRAVEL AND CRUSHED MATERIAL.

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

1. That this Ordinance make and manifests the acceptance of the attached bidder's proposal and makes contract according to the terms of the proposal, the Charter and the Ordinances of the City of San Antonio, with E. E. Hood & Son, 511 Barrett Avenue, San Antonio, Texas, dated May 26, 1948, for gravel from Pit at Stinson Field, Crushed Material at plant located on W. W. White Road, with an additional sum per yard quarter for truck hire; payment for such gravel and other items listed therein, to be made upon estimates and statements approved by the City Engineer.

2. PASSED AND APPROVED this 27th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 7245

ACCEPTING THE ATTACHED PROPOSALS OF WHITE'S UVALDE MINES, KELLY CONSTRUCTION COMPANY, BELFAST SUPPLY COMPANY, UVALDE ROCK ASPHALT COMPANY, AND McDONOUGH BROS. INC., TO FURNISH THE VARIOUS CITY DEPARTMENTS WITH THE REQUIREMENTS OF PAVING MATERIALS, INSOFAR AS IT RELATES TO THE PAVING MATERIALS LISTED, FOR A PERIOD BEGINNING JUNE 1, 1948 AND TERMINATING MAY 31, 1949.

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

That the attached Proposals of Whites Uvalde mines, Kelly Construction Company, Belfast Supply Company, Uvalde Rock Asphalt Company, and McDonough Bros., Inc., be, and are hereby accepted to furnish the various City Departments with the requirements of paving materials for a period beginning June 1, 1948 and terminating May 31, 1949, insofar as this Ordinance relates to the items listed below:

<u>ITEM NO. 1 COLD MIX LIMESTONE ROCK ASPHALT (Type "B")</u>		(314 State Highway Specifications)
FOB Car	White's Uvalde Mines	\$3.46 per ton Net
FOB Car	Uvalde Rock Asphalt Co.	3.47 " " Net
<u>ITEM NO. " OIL ASPHALT</u>		(301 State Highway Specifications)
FOB Car	Kelly Construction Co.	0.112 per gal. Net
FOB Plant	Kelly Construction Co.	.142 " " "
Applied Jobsite	Kelly Construction Co.	.155 " " "
<u>ITEM NO. 3 EMULSIFIED ASPHALT</u>		
FOB Car	Belfast Supply Co.	.1425 per gal. 1% 10th prox.
<u>ITEM NO. 4 CUTBACK ASPHALT (RC-2) - NO BID</u>		
<u>ITEM NO. 5 CUTBACK ASPHALT (MC-3) - NO BID</u>		
<u>ITEM NO. 6 TRAP ROCK (3/8" down with dust removed) - NO BID</u>		
<u>ITEM NO. 7 COLD MIX ROCK ASPHALT</u>		
FOB Car	Uvalde Rock Asphalt Co.	3.72 per ton Net
<u>ITEM NO. 8 DOUBLE ASPHALT SURFACE TREATMENT</u>		
FOB Car	Uvalde Rock Asphalt Co.	2.22 per ton -No. 1 Aggregate
		2.22 " " No. 2 Aggregate
<u>ITEM NO. 9 COLD MIX LIMESTONE ROCK ASPHALT PAVEMENT (COVER MIX)</u>		
FOB Car	Uvalde Rock Asphalt Co.	2.82 per ton Net
PIT GRAVEL NO BID		
<u>CRUSHED STONE, PAVING</u>		
FOB R.R. Spur	McDonough Bros. Inc.	1.70 per ton Net #1(3/4" down)
		1.90 " " " #2(3/8" down)
<u>CRUSHED STONE, FLEXIBLE BASE</u>		
FOB R.R. Spur	McDonough Bros. Inc.	1.05 per ton Net
FOB Plant	Kelly Construction Co. (Alternate)	.80 per cu. yd. Net
FOB Jobsite	Kelly Construction Co. (Alternate)	1.20 " " " "

PASSED AND APPROVED THIS 27th DAY OF MAY, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7246

(Full text on page.....596)

AN ORDINANCE 7247

AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN: REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES: PER CENT OF LOT THAT MAY BE OCCUPIED: THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS; USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO RE-ZONE; PROPOSITION A, PORTION OF WEST FRENCH PLACE; PROPOSITION B, PORTION OF CINCINNATI AVENUE; PROPOSITION C, A PORTION OF EAST MISTLETOE AVENUE; PROPOSITION D, A PORTION OF SOUTH HAMILTON STREET; PROPOSITION E, A PORTION OF ACME ROAD; PROPOSITION F, A PORTION OF DORA STREET. 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 27 MAY, A. D. 1948.

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

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

2. PROPOSITION A:

"To re-zone a portion of West French Place, as "J" COMMERCIAL DISTRICT, as follows:

Lots 13-14 New City Block 1994 "

3. PROPOSITION B:

"To re-zone a portion of Cincinnati Avenue, as "F" LOCAL RETAIL DISTRICT, as follows:

Lot 10, Block 19 New City Block 2016 "

4. PROPOSITION C:

"To re-zone a portion of East Mistletoe Avenue, as "F" LOCAL RETAIL DISTRICT, as follows:

Lot 42-43 New City Block 868 "

PROPOSITION D:

5. "To re-zone a portion of South Hamilton Street, as "F" LOCAL RETAIL DISTRICT, as follows:

119.6 feet on each side of South Hamilton Street, between Saltillo and Merida Street.

6. PROPOSITION E.

"To re-zone a portion of Acme Road, as "F" LOCAL RETAIL DISTRICT, as follows:

200 feet east side of Acme Road from Lawton Street to Gutherie Street."

7. PROPOSITION F:

The recommendation of the Zoning Commission that the district on Dora Street extending for four blocks from McCullough Avenue west to San Pedro Avenue, remain as Residential District, was adopted, and said property shall remain as Residential District.

8. All ordinances and parts of ordinances in conflict herewith are repealed, and the present classifications of said areas is discontinued as specified.

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

10.

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

10. 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.

11. PASSED AND APPROVED this 27th day of May A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7248

ACCEPTING PROPOSAL, CREATING CONTRACT FOR THE STORAGE AND DELIVERY OF GASOLINE WITH GOLDEN WEST LUBRICATING COMPANY, 516 N. SAN MARCOS STREET, SAN ANTONIO, TEXAS. PROPOSAL DATED MAY 19, 1948.

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

1. That this ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Golden West Lubricating Company, 516 N. San Marcos Street, San Antonio.

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

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

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

5. Accepting the attached proposal of Golden West Lubricating Company for storing all City Gasoline and delivering same to the various Department delivery points as directed, for a period of one year beginning June 1, 1948, and terminating May 31, 1949, at the following prices:

Storing of Gasoline @ .0036 per gal.
Delivering " @ .0049 " "

PASSED AND APPROVED THIS 27TH DAY OF MAY, A. D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7246

AMENDING ORDINANCE 6713 MAKING CONTRACT WITH THE STATE OF TEXAS FOR THE FIRST STAGE DEVELOPMENT BETWEEN MARTIN STREET AND GUADALUPE STREET, PASSED AND APPROVED ON THE 26TH DAY OF FEBRUARY, 1948.

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

1. That an ordinance 6713 entitled "An Ordinance for the construction and maintenance of the Urban Extension of the National System of Interstate Highways in San Antonio and making a contract with State of Texas for the Construction, Maintenance and Existence thereof, and to indemnify the State of Texas against certain damages and expenses for the first stage development between Martin Street and Guadalupe Street, Designated UI-1083 (6) Contract 1", passed and approved on the 26th day of February, 1948, be amended as to paragraph 14 with respect to the approval of the plans.

2. That it appears that the best interests of the City of San Antonio and the State of Texas will be served by amendment of the plans approved by Ordinance 6713, and that said plans are abandoned, and that a new set of plans, dated the 27th of May, 1948, are substituted hereby in lieu of said plans heretofore approved and shall take the place thereof for all intents and purposes.

3. Otherwise, said ordinance shall remain in full force and effect.

4. PASSED AND APPROVED this 27th day of May, A.D. 1948

ATTEST:

/s/ J. Frank Gallagher

J. Frank Gallagher

City Clerk

/s/ Alfred Callaghan

Alfred Callaghan

M A Y O R

* * *

AN ORDINANCE 7249

ACCEPTING PROPOSAL, CREATING CONTRACT FOR PUBLISHING OFFICIAL PUBLICATIONS WITH COMMERCIAL RECORDER, 518 W. MARKET STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED 5/18/48.

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

- 1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Commercial Recorder, 518 W. Market Street, San Antonio, Texas.
- 2. An Appropriation is made hereby in the amount of xxxx from the xxxx Aww awction below Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in confromity with Section 17 of the Finance Ordinance.
- 3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
- 4. This instrument in writing constitutes the entire contract between the parties, there being no other written no parole agreement with officer or employee of Teh City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 5. Accepting the attached proposal of Commercial Recorder for the purpose of publishing official publications, for a period of twelve months beginning June 1, 1948 and terminating May 31, 1949, at the following prices:

Price per line of work specimen attached	.08 per line
Price per 12 lines to the inch	.96 per inch

PASSED AND APPROVED this 27th day of May, A.D. 1948.

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

AN ORDINANCE 7250

ACCEPTING PROPOSAL, CREATING CONTRACT FOR SUPPLIES WITH MAGNOLIA PETROLEUM COMPANY 227 BROADWAY, SAN ANTONIO, TEXAS, PROPOSAL DATED 6/18/48.

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

- 1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Magnolia Petroleum Company, 227 Broadway, San Antonio, Texas.
- 2. An Appropriation is made hereby in the amouth of xxx from xxxx See Sec. 5 Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in confromity with Section 17 of the Finance Ordinance.
- 3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
- 4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer oe employee of The City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 5. Accepting the attached proposal of Magnolia Petroleum Company to furnish the City of San Antonio, various departments, with the requirements of gasoline for a period of six months, beginning June 1, 1948, and terminatinf November 30, 1948, at the following prices.

Price per gallon -----	.1220
Plus State Gasoline Tax-----	<u>.04</u>
Total price per gal.-----	.1620
Less 1% 10 days	

PASSED AND APPROVED this 27th day of May, A.D. 1948.

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

AN ORDINANCE 7251

ACCEPTING PROPOSAL, CREATING CONTRACT FOR SUPPLIES WITH MARTIN WRIGHT ELECTRIC COMPANY, 1001 NAVARRO ST., SAN ANTONIO 5, TEXAS, PROPOSAL DATED 5/18/48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Martin Wright Electric Company, 1001 Navarro St., San Antonio 5, Texas.

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

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

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

5. Contract to furnish the various City Departments with the requirements of Incandescent Lamps for a period beginning June 1, 1948 and terminating May 31, 1949, allowing discounts as follows:

Case Lots 32%
 Broken Lots 27%
 Additional discount, 2% 10th proximo.

PASSED AND APPROVED the 27th day of May, A.D. 1948.

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

AN ORDINANCE 7252

ACCEPTING THE PROPOSALS OF JAMES DONALDSON, INC., TURNER GRAVEL COMPANY, DAVE LEHR INC., AND ANCHOR LUMBER COMPANY, TO FURNISH THE VARIOUS CITY DEPARTMENTS WITH THEIR REQUIREMENTS OF CEMENT AS LISTED BELOW, FOR A PERIOD BEGINNING JUNE 1, 1948 AND TERMINATING MAY 31, 1949.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Proposals of James Donaldson, Inc., Turner Gravel Company, Dave Lehr Inc., and Anchor Lumber Company, to furnish the various City Departments with their requirements of Cement, be, and the same are hereby accepted, for a period beginning June 1, 1948 and terminating May 31, 1949:

	CEMENT - TI-SLOW		CEMENT - TIII-FAST	
	Cloth	Paper	Cloth	Paper
<u>Car Load lots, f.o.b. City</u>				
James Donaldson	.90	.70	.90	.70
Turner Gravel Co.	.91	.71	.	.
Anchor Lumber Co.		.76		
Dave Lehr, Inc.		.7475		
<u>10 Bag lots; f.o.b. Plant</u>				
James Donaldson	1.13		1.13	.88
Turner Gravel Co.	1.05	.85		
Anchor Lumber Co.		.80		
Dave Lehr Inc.		.85		.85
<u>40 Bag lots, f.o.b. Plant</u>				
James Donaldson	1.13		1.13	.88
Anchor Lumber Co.		.80		
Dave Lehr Inc.		.85		.85
Turner Gravel Co.		.85		
<u>10 Bag lots, f.o.b. Jobsite</u>				
Turner Gravel Co.	1.10	.90		
James Donaldson		.90	1.15	.90
<u>40 Bag lots, f.o.b. Jobsite</u>				
James Donaldson		.90	1.15	.90
Turner Gravel Co.	1.10	.90		

DISCOUNTS: Anchor Lumber Company, all items NET
 James Donaldson .02½ per bag, 15 days - CREDIT 25¢ ON MT CLOTH BAGS
 Turner Gravel Co. .02½ per bag, 15 days - CREDIT 25¢ ON MT CLOTH BAGS
 Dave Lehr Inc. .02½ per bag, 15 days

PASSED AND APPROVED on the 27th day of May, 1948.

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

AN ORDINANCE 7253

AMENDING THE LEASE BETWEEN THE CITY AND KRUEGER,
ET AL., TRANSFERRED TO LEO KELLER, ON STINSON
FIELD.

* * *

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

1. That Ordinance 5474, making a lease between the City of San Antonio and Krueger, Yates and Duerler, which was transferred to Leo H. Keller by Ordinance 6995, be amended by the deletion of paragraph 9 thereof, and the enactment of an amendment to said ordinance, in lieu of paragraph 9, which amendment shall be in words and figures as follows:

"9. The Lessee will not permit malt, vinous or alcoholic beverages on the demised premises except the tenant may keep and sell alcoholic malt or vinous beverages in the original packages for sale for use off of 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."

2. PASSED AND APPROVED THIS 27th DAY OF MAY, A. D. 1948.

C. Ray Davis

ATTEST:

M A Y O R Pro-Tem.

J. Frank Gallagher

City Clerk.

3. ACCEPTED THIS 28th DAY OF MAY, A. D. 1948.

Leo H. Keller
Lessee (Tenant)

* * *

AN ORDINANCE 7254

PERMITTING THE SUBSTITUTION OF THE BOND OF THE
FIDELITY AND DEPOSIT COMPANY FOR THE BOND OF
MASSACHUSETTS BONDING AND INSURANCE COMPANY BY
BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DIS-
TRICT NO. 1. - OLMOS PARK.

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

1. That permission is given hereby to the Bexar County Water Control and Improvement District No. 1 - Olmos Park - to substitute the bond of the Fidelity and Deposit Company, Baltimore, Maryland, dated the 31st day of December, A. D. 1947, for the bond of the Massachusetts Bonding and Insurance Company of Boston, Massachusetts, dated the 31st day of December, 1937, to satisfy the stipulations of the contract between the City of San Antonio and the Bexar County Water Control and Improvement District No. 1, created by and ordinance passed and approved by the City of San Antonio on the 12th day of June, 1934, which bond is hereby approved, ordered filed made a part of the said contract.

2. The Massachusetts Bonding and Insurance Company of Boston, Massachusetts is released from liability occurring after the 31st day of December, 1947, under its bond No. specified above, and the liability of the Fidelity and Deposit Company of Baltimore, Maryland begins on the 1st day of January, A. D. 1948 and shall continue in full force and effect until terminated as stipulated in the bond.

PASSED AND APPROVED ON THE 27TH DAY OF MAY, AD, 1948.

C. Ray Davis

ATTEST:

M A Y O R Pro-Tem

J. Frank Gallagher

City Clerk.

* * *

AN ORDINANCE 7255

PROVIDING FOR THE SALE OF CERTAIN RURAL ELECTRIC
DISTRIBUTION LINES AND PROPERTIES TO THE CITY OF
NEW BRAUNFELS.

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

Section 1. That, subject to the conditions stated in Section 2 hereof, the City does hereby sell and convey to the City of New Braunfels, in Comal County, Texas, for the consideration of \$157,452.80, plus the cost of additions made after May 24, 1948, and prior to the closing date as hereinafter defined, and less the original cost of retirements made after said date and prior to the closing date, the following described property:

1. The 13 KV line beginning at Pole 3/5 at Comal Creek and Sipple Farm and terminating at the Dittlinger 13 KV/2300 volt substation and all 2300 volt and secondary lines now supplied from the Dittlinger substation.
2. The 2300 volt line beginning with and supplied from the end of City of New Braunfels 2300 volt line at L. Kuehler residence and terminating at repeater station of Southwestern Bell Telephone Company on the Schumannsville Road.
3. All 2300 volt and secondary lines beginning with and supplied from Pole 1/1 on the New Braunfels- Seguin highway (Highway No. 46) except that all lines crossing over or on the west side of the Guadalupe River are excluded.
4. All 2300 volt and secondary lines now supplied from and generally north of Pole W7/2, said pole being on the Barbaroso Road approximately one mile north of Freidens Church.
5. All 13 KV, 2300 volt and secondary lines beginning with and now supplied from Pole 1/13 on the New Braunfels-Gruene 13 KV line.
6. All 2300 volt and secondary lines beginning with and now supplied from Pole 2/2 on the New Braunfels-Smithson Valley Road (Highway No. 46).
7. The 2300 volt line on the San Antonio to Austin highway beginning with Pole 9/8 and extending toward New Braunfels to the end of said line.
8. All transformers, services, meters and equipment now installed and in use in connection with the above described lines.
9. Real estate described as follows:

That property in Comal County, Texas, conveyed by John Fenske and wife to Comal Power Company by deed recorded June 10, 1927, in volume 54 on pages 72-73, and conveyed by Comal Power Company (by Liquidating Trustees) to San Antonio Public Service Company, by deed dated January 1, 1928, said property being described in said deed recorded June 10, 1927, as follows: Beginning at a point 998 feet from the center of the I. & G. N. Ry. Track; thence south 28 degrees east, parallel with the Dittlinger Road, for a distance of 100 feet to a point; thence at a 90 degree turn, north 62 degrees east, 100 feet to a point; thence at a turn of 90 degrees north, 28 degrees west, 100 feet to a point; thence at a turn of 90 degrees south, 62 degrees west 100 feet to the place of beginning; and being part of the old John Fenske Farm, which was conveyed to John Fenske by W. Fenske, by deed dated the 16th day of April, A. D. 1881, and recorded in book P, page 359, of the Deed Records of Comal County, Texas, together with the transformers, substation and equipment thereon known as Dittlinger substation.

Section 2. That the sale hereinabove provided for is subject to the securing by the City, in the exercise of reasonable diligence, of a release of the above described property from the lien and encumbrance of the Indenture dated August 1, 1942, executed by the City to Harris Trust and Saving Bank and Harold Eckhart, Trustee, to secure the payment of the City's Electric and Gas Revenue Bonds, and the "closing date" for the conveyance of said properties and the payment of the consideration therefor shall be a date to be named by the City, acting through the Board of Trustees of the San Antonio Electric and Gas System, within ten days from the securing of the release of the lien and encumbrance of said Indenture; and the City, as the seller of said properties, shall not incur any liability hereunder by reason of its failure or inability, while acting in good faith and with due diligence, to secure the release of the lien and encumbrance of said Indenture, or to remove any other obstacle to the consummation of the sale to the purchaser named above.

Section 3. That upon the performance or happening of the conditions to the sale of said properties to the said purchaser and the payment of the purchase price by the purchaser, the title to the property shall vest in the City of New Braunfels, Texas, and the Mayor of the City of San Antonio is hereby authorized to execute, for and in the name of the City of San Antonio, and the City Clerk is hereby authorized to attest under the seal of the City of San Antonio, a conveyance of said properties to the purchaser in substantially the following form:

STATE OF TEXAS ↓
COUNTY OF COMAL ↓ KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation of the State of Texas, in Bexar County, Texas, acting herein by and through its Mayor and City Clerk, hereunto duly authorized by ordinance (hereinafter called Grantor), for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid to Grantor by the City of New Braunfels, in Comal County, Texas (hereinafter called Grantee), the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred, assigned and delivered and by these presents does grant, bargain, sell, convey, transfer, assign and deliver unto the Grantee, its successors and assigns, the following described properties located in Comal, Guadalupe and Hays Counties, Texas:

(There will here be inserted the description as set out in Section 1 hereof)

TO HAVE AND TO HOLD the above described property and every part thereof, whether real, personal or mixed, and whether tangible or intangible, unto the said Grantee, its successors and assigns forever, and Grantor does hereby agree to warrant and forever defend all and singular the said properties unto the said Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

WITNESS the execution hereof on this _____ day of _____, 1948.

ADOPTED AND APPROVED this 27th day of May, 1948.

ATTEST:
J. Frank Gallagher
City Clerk

C. Ray Davis
Mayor Pro-Tem

APPROVED AS TO FORM

COBBS, JR.
City Attorney

* * *

AN ORDINANCE 7256

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND MELVIN
ADRIAN WILLIAMS AND JAMES STEPHEN L'HOMMEDIEU, A PARTNER-
SHIP DOING BUSINESS AS AD AIR ACADEMY.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Melvin Adrian Williams and James Stephen L'Hommedieu, a Partnership, doing business as Ad Air Academy, Lessee, of the County of Bexar, and State of Texas, WITNESSETH:
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st of June 1948, and ending on the 31st of May 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. Building 610 and Building 660. Said structures are located on Stinson Field, San Antonio, Texas, and are to be used for storage of aircraft and operation of a flight school.
4. The amount of the rent for this property is \$195.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$195.00 each month for the term hereof, and in addition to the charges specified herein.
5. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00; 6th and each thereafter, \$10.00 per month.
6. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
7. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.
10. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
12. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
13. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
14. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
15. The Lessee shall promptly execute and fulfill all the ordinances of the City Corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary, Fire and Police departments, for the correction, prevention and abatement of nuisances, in upon or connected with said lease during the said term of this lease, at his own expense.
16. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.
17. The Lessee agrees that he will not assign this lease nor sublet and will not transfer or sell or in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.

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

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

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

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

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

23. PASSED AND APPROVED this 27th day of May, A.D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis
Mayor Pro-Tem

24. APPROVED AND ACCEPTED this 27th day of May, A.D. 1948.

/s/ James S. L'Hommedieu
James Stephen L'Hommedieu - Lessee
Melvin Adrian Williams - Lessee

* * *

AN ORDINANCE 7257

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND AIR
TERMINAL SERVICES, A CORPORATION.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on June 1, 1948 and ending on May 31, 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Buildings 606, 624, and 559. Said structures located on Stinson Field, San Antonio, Texas are to be used for the repair of aircraft and the operation of a flying school.

4. The amount of the rent for this property is \$100.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$100.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee is authorized to sell aviation gasoline and petroleum products on Stinson Field Municipal Airport and will pay the Lessee 1 cent per gallon of gasoline sold or used by him on the premises, payable on the 1st of each month following the sale during the term of the lease. To facilitate this operation the Lessor consents to the installation and use of necessary equipment by a third party under the direction of the Lessee on premises of the Lessor, location to be approved by the Airport Management and agrees that said equipment shall be and remain the property of said third party exempt from levy, sale or distress for rent due or to become due on said premises.

6. Lessee will pay the Lessor 2½ per cent of the gross revenue derived from the sales of all charter trips both ways from the Airport monthly. This payment will be made on the 1st of each month subsequent to the month in which sales were made, during the term of this lease.

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

8. The Lessee will pay to the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation, to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00; 6th and each thereafter, \$10.00 per month.

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

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

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

12. 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.

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

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

15. 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.

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

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

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

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

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

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

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

23. 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.

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

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

26. PASSED AND APPROVED this 27th day of May, A.D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis
Mayor Pro-Tem

27. APPROVED AND ACCEPTED this 27th day of May, A.D. 1948.

AIR TERMINAL SERVICES, A CORPORATION

/s/By: Martin S. Bateman
(Authorized Agent)

Lessee

* * *

AN ORDINANCE 7258

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
JACK AMMANN, AN INDIVIDUAL.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st of June, 1948, and ending on the 31st of May 1949, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 614 and 800 Square Feet in the North End of Building 646. Said structures are located on Stinson Field Municipal Airport. Building 614 is to be used for aircraft storage and said 800 Square Feet in the North End of Building 646 to be used for the storage of aircraft parts.

4. The amount of the rent for this property is \$159.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$159.00 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee is authorized to sell aviation gasoline and petroleum products on Stinson Field Airport and will pay the Lessor 1 cent per gallon of gasoline sold or used by him on the premises, payable on the 1st of each month following the sale, during the term of the lease.

6. If Lessee engages in mapping surveys, serial photographym or similar business, he will pay as scheduled flights the average daily landings of such flights over a period of 30 days, test, and transition landings being excluded herefrom, on the basis of gross weight of aircraft used, to-wit: Single engine aircraft \$35.00 each per month per aircraft; light twin engine aircraft \$50.00 each per month per aircraft; heavy twin engine aircraft, 15,000 pounds gross weight or over, \$75.00 each per month per aircraft, on the 15th day of each month following the operation.

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

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

9. 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.

10. 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.

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

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

13. 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.

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

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

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

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

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

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

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

21. 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.

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

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

24. PASSED AND APPROVED this 27th day of May, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

C. Ray Davis
Mayor Pro-Tem

25. APPROVED AND ACCEPTED this 27th day of May, A.D. 1948.

/s/ Jack Ammann
Jack Ammann, Lessee

* * *

AN ORDINANCE 7259

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
MRS. GRACE B. KELLY AND GEORGE R. KELLY, A PARTNER-
SHIP, DOING BUSINESS AS KELLY SALES & COFFEE COMPANY.

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

1. This ordinance amends a contract between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Mrs. Grace B. Kelly and George R. Kelly, Lessees, of the County of Bexar and State of Texas, as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated September 25, 1947.

W I T N E S S E T H

Said Lease as authorized and given by said Ordinance of September 25, 1947, is hereby amended and changed as follows, to-wit:

I

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

3. Building 514. Said structure located on Stinson Field, San Antonio, Texas, and to be used for storage only.

II

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

4. The amount of the rent for this property is \$170.00 per month payable in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$170.00 per month for the term thereof, and in addition to the charges specified herein.

III

In addition to the above, Lessee is authorized to store automobile gasoline and petroleum products on Stinson Field Municipal Airport for his own use and will pay the Lessor 1/2 cent per gallon of gasoline used by him from said stores, payable on the 1st of each month following the use of said gasoline. To facilitate this operation the Lessor consents to the installation and use of necessary equipment by a third party under the direction of the Lessee on premises of the Lessor, location to be approved by the Airport Management and agrees that said equipment shall be and remain the property of said third party exempt from levy, sale or distress for rent due or to become due on said premises.

PASSED AND APPROVED this 27th day of May, A.D. 1948.

ATTEST:
J. Frank Gallagher
City Clerk

C. Ray Davis,
Mayor Pro-Tem

APPROVED AND ACCEPTED this 27th day of May, A.D. 1948.

/s/ Grace B. Kelly
Grace B. Kelly

/s/ Geo. R. Kelly
George R. Kelly
Kelly Sales & Coffee Company

* * * LESSEES

APPRO. NO. 1428

AN ORDINANCE 7260

APPROPRIATING \$37,494.60 OUT OF THE 1947 GENERAL FUND,
FOR ESTIMATED PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$37,494.60, be and the same is hereby appropriated out of the 1947 General Fund, for estimated blanket appropriations for per diem payrolls for the period ending May 31, 1948 as follows:

Public Affairs in General.....	\$ 753.00
Taxation Department.....	909.00
Parks, Sanitation & Pub. Property.....	23,817.60
Streets & Public Improvements.....	12,010.00
Fire & Police Depts.....	5.00
Total.....	\$37,494.60

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1429

AN ORDINANCE 7261

APPROPRIATING \$156,433.00 OUT OF THE 1947 GENERAL FUND,
PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR
MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EX-
PENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$156,433.00 be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, for materials, equipment, supplies and miscellaneous expenditures, out of the following departments:

Public Affairs in General.....	\$ 82,000.00
Department of Taxation.....	6,075.00
Sanitation, Parks & Public Property.....	38,000.00
Streets & Public Improvements.....	10,358.00
Fire and Police.....	20,000.00
	\$156,433.00

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1430

AN ORDINANCE 7262

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN
APPROPRIATION FOR MATERIALS WITH SAN ANTONIO TENT &
AWNING COMPANY, 618 BROADWAY, SAN ANTONIO, TEXAS,
PROPOSAL DATED 5/26/48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with San Antonio Tent & Awning Company, 618 Broadway, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$235.00 from the 1947 General Fund, Sewage Plant Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached Proposal of San Antonio Tent & Awning Company to furnish labor and "Fibre Glass" materials to re-cover five awnings at the Sewage Disposal Plant, and appropriating the sum of \$235.00 out of the 1947 General Fund, Sewage Plant Department, in payment of same.

PASSED AND APPROVED on the 29th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 1431

AN ORDINANCE 7263

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION WITH HI-WAY MACHINERY COMPANY, 401-9 SOUTH MAIN AVENUE, SAN ANTONIO, TEXAS, PROPOSAL DATED 5-10-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Hi-Way Machinery Company, 401-9 South Main Avenue, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$4,750.00 from the 1947 General Fund, Garbage & Sanitation Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached Proposal of Hi-Way Machinery Company to furnish the City of San Antonio, Garbage & Sanitation Department, with one used Oliver Cletrac, Diesel powered Crawler Tractor complete with 1/2 cu. yd. Sargent overhead loader and Bulldozer Attachments; and one used heavy duty low bed Machinery Trailer, and appropriating the sum of \$4,750.00 out of the 1947 General Fund, Garbage & Sanitation Department, in payment of same.

PASSED AND APPROVED this 29th day of May, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 7264

4/11/48

APPROPRIATING \$679.25 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$679.25, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, to pay for Independent Hire of Teams and Trucks for period of May 16th, 1948 to May 31st, 1948 inclusive, as per approved Engineer's estimates on file in the City Auditor's office, out of the following departments:

Parks and Plazas.....	\$199.75
Rivers & Ditches.....	91.00
Garbage and Sanitation.....	388.50
	<hr/>
	\$679.25

PASSED AND APPROVED on the 29th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1433

AN ORDINANCE 7265

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH JORDAN MOTOR COMPANY, P. O. BOX 1536, SAN ANTONIO, TEXAS, PROPOSAL DATED 5-11-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Jordan Motor Company, P. O. Box 1536, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$8,680.00 from the 1947 General Fund, Garbage & Sanitation Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Jordan Motor Company to furnish the City of San Antonio, Garbage & Sanitation Department, with 4 Ford, 1948, Cab-over-Engine, Chassis only, Trucks, at \$2,170.00 each, and appropriating the total sum of \$8,680.00 out of the 1947 General Fund, Garbage & Sanitation Department, in payment of same.

PASSED AND APPROVED this 29th day of May, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1434

AN ORDINANCE 7266

APPROPRIATING \$472.50 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, STREET MAINTENANCE, TO PAY FOR HAULING GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$472.50, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Street Maintenance, to pay for hauling gravel in accordance with contract on file in the office of the City Clerk, dated February 19th, 1948 and according to approved statements on file in the City Auditor's office as listed below:

Silvester Torres - 3266 Nogalitos St.....	\$157.50
Antonio Carmona - 427 Hawthorne.....	157.50
Victor E. Garza - 128 Kearney.....	157.50
	<u>\$472.50</u>

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1435

AN ORDINANCE 7267

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL BUDGET TRANSFER OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following amount, be and the same is hereby ordered transferred as follows:

FROM: 1947 General Fund - Proceeds of Notes:	
Police Department.....	\$1,025.02
TO: 1947 General Fund - Proceeds of Notes:	
Fire Alarm.....	\$1,000.02
Civil Service Board.....	25.00
	<u>\$1,025.02</u>

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1436

AN ORDINANCE 7268

APPROPRIATING \$2,581.66 OUT OF THE POLICE AND FIREMEN'S WAGE RESERVE ACCOUNT TO PAY INTEREST ON POLICE AND FIREMEN'S BACK PAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,581.66, be and the same is hereby appropriated out of the Police and Firemen's Wage Reserve Account, to pay interest on Police and Firemen's back pay from September 9th, 1947 to April 30th, 1948. PASSED AND APPROVED on the 29th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1437

AN ORDINANCE 7269

APPROPRIATING \$14,685.03 OUT OF THE POLICE & FIREMEN'S PENSION FUND, FOR MAY, 1948 PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$14,685.03, be and the same is hereby appropriated out of the Police & Firemen's Pension Fund, for the payroll for the period ending May 31, 1948, in the amount of \$14,685.03. PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1438

AN ORDINANCE 7270

APPROPRIATING \$3,000.00 OUT OF THE 1947 GENERAL FUND, PARKING METER ACCOUNT, PAYABLE TO MAGEE-HALE PARK-O-METER COMPANY, TO COVER INSTALLMENTS ON 1500 PARKING METERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Parking Meter Account, payable to the Magee-Hale Park-O-Meter Company, Oklahoma City, \$1,000.00 to cover installment No. 16 on 500 Meters, as per contract ordinance of August 22nd, 1946 and \$2,000.00 to cover installment No. 15 on 1000 meters, as per contract ordinance of January 18th, 1947.

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1439

AN ORDINANCE 7271

AUTHORIZING AND DIRECTING INTER-DEPARTMENTAL BUDGET TRANSFER OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following amount, be and the same is hereby ordered transferred as follows:

FROM:

1947 GENERAL FUND-PROCEEDS OF NOTES-PIONEER HALL.....\$800.00

TO:

1947 GENERAL FUND-PROCEEDS OF NOTES-WITTE MUSEUM.....\$800.00

PASSED AND APPROVED on the 29th day of May, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 1440

AN ORDINANCE 7272

TRANSFERRING \$22,770.98 (\$20,000.00 OUT OF THE 1946 GENERAL FUND, PROCEEDS OF NOTES, SAN ANTONIO AIRPORT AND \$2,770.98 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, PUBLIC NOTICES DEPARTMENT) TO THE CITY HALL BUILDING FUND OF 1927.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$22,770.98, (\$20,000.00 from the 1946 General Fund, Proceeds of Notes, San Antonio Airport and \$2,770.98 out of the 1947 General Fund, Proceeds of Notes, Public Notices Department), be and the same is hereby ordered transferred to the City Hall Building Fund of 1927.

TRANSFERRED FROM:

1946 GENERAL FUND-PROCEEDS OF NOTES-SAN ANTONIO AIRPORT.....	\$20,000.00
1947 GENERAL FUND-PROCEEDS OF NOTES-PUBLIC NOTICES DEPT.....	2,770.98
TRANSFERRED TO: CITY HALL BUILDING FUND OF 1927.....	\$22,770.98

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1441

AN ORDINANCE 7273

APPROPRIATING \$2.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, REFUND ACCOUNT, TO REIMBURSE MRS. LYDIA RAYBURN, FOR DOUBLE PAYMENT OF FINE FOR PASSING A STOP SIGN.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Refund Account, to reimburse Mrs. Lydia Rayburn, for double payment of fine for passing a stop sign, as per letter of Assistant Clerk of Corporation Court on file in the City Auditor's Office.

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1442

AN ORDINANCE 7274

ACCEPTING THE BID OF THE OTIS ELEVATOR COMPANY TO INSTALL AN ELEVATOR IN THE CITY HALL: AND APPROPRIATING \$23,037.00.

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

1. That the proposal of the Otis Elevator Company, attached hereto and made a part hereof, to install one electric passenger elevator including hoistinf doors and as shown on the drawings, is accepted as the best bid; accepting the Alternate stipulating the omission of the concrete slab in the elevator machine room.

2. That the Mayor is authorized and directed to execute the City standard form contract with the Otis Elevator Company for this job.

3. That all other bids are rejected.

4. That \$23,037.00 is appropriated out of the City Hall Building Fund of 1927 to pay for this job as provided in the contract, on estimates approved by the City Engineer.

5. PASSED AND APPROVED this 29th day of May, A.D. 1948.

/s/ Alfred Callaghan

Alfred Callaghan

M A Y O R

ATTEST:

/s/ J. Frank Gallagher

J. Frank Gallagher

City Clerk

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APPRO. NO. 1443

AN ORDINANCE 7275

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH PETER PETRAITIS, 213 BROADWAY, SAN ANTONIO, TEXAS, PROPOSAL DATED MAY 26, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Peter Petraitis, 213 Broadway, San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$130.82 from the 1947 General Fund, Municipal Airport Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all Agreement, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached proposal of Peter Petraitis to furnish the City of San Antonio, Municipal Airport Department, with one L. C. Smith-Corona Super-Speed Typewriter, Elite Type, 14" Carriage, and appropriating the sum of \$130.82 out of the 1947 General Fund, Municipal Airport Department, in payment of same.

PASSED AND APPROVED this 29th day of May, A.D. 1948.

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

APPRO. NO. 1444

AN ORDINANCE 7276

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR RE-BINDING SIX VOLUMES OF BIRTH RECORD BOOKS WITH STANDARD PRINTING COMPANY, 205 N. PRESA STREET, SAN ANTONIO, TEXAS, PROPOSAL DATED MAY 25, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Standard Printing Company, 205 N. Presa Street, San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$360.00 from the 1947 General Fund, Health Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached proposal of Standard Printing Company to re-bind six volumes of Birth Record Books at \$60.00 per volume, and appropriating the total sum of \$360.00 out of the 1947 General Fund, Health Department, in payment of same.

PASSED AND APPROVED this 29th day of May, A.D. 1948.

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

AN ORDINANCE 7277

ACCEPTING PROPOSAL, CREATING CONTRACT FOR MATERIALS WITH BROWNCRETE PRODUCTS COMPANY, 950 W. MALONE AVE., SAN ANTONIO, TEXAS, PROPOSAL DATED MAY 19, 1948.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Browncrete Products Company, 950 W. Malone Ave., San Antonio, Texas.

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

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

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

5. Accepting the attached proposal of Browncrete Products Company to furnish the various departments of the City of San Antonio with the requirements of Concrete Building Brick at \$23.00 per M f.o.b. Jobsite, for a period beginning June 1, 1948 and terminating May 31, 1949.

PASSED AND APPROVED this 29th day of May, A.D. 1948.

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

AN ORDINANCE 7278

ACCEPTING THE PROPOSAL OF JAMES DONALDSON INC., TO FURNISH THE VARIOUS CITY DEPARTMENTS WITH THEIR REQUIREMENTS OF CLAY SEWER BRICK AT \$33.00 PER M, F.O.B. JOBSITE, FOR A PERIOD BEGINNING JUNE 1, 1948, AND TERMINATING MAY 31, 1949.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the attached proposal of James Donaldson, Inc., to furnish the various City Departments with their requirements of Clay Sewer Brick at \$33.00 per M, f.o.b. Jobsite, be, and the same is hereby accepted, for a period beginning June 1, 1948 and terminating May 31, 1949.

PASSED AND APPROVED on the 29th day of May, 1948.

ATTEST: Alfred Callaghan
J. Frank Gallagher M A Y O R
City Clerk * * *
APPRO. NO. 1445 AN ORDINANCE 7279

APPROPRIATING \$4,500.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, CONTINGENCIES, TO PAY MICHIE CITY PUBLICATIONS COMPANY, INC., FOR THE CODIFYING, EDITING AND INDEXING OF THE CODE OF THE CITY OF SAN ANTONIO AS PER CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4,500.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Contingencies, to pay Michie City Publications Company, Inc., for the codifying, editing and indexing of the Code of the City of San Antonio, as per contract dated February 27th, 1947, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 1st day of June, 1948.

ATTEST: C. Ray Davis
J. Frank Gallagher M A Y O R Pro-Tem
City Clerk * * *
APPRO. NO. 1446 AN ORDINANCE 7280

APPROPRIATING \$9,000.00 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS, TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Various Departments, to pay for material, equipment, supplies and miscellaneous expenditures out of the following department.

PASSED AND APPROVED on the 1st day of June, 1948. PUBLIC AFFAIRS IN GENERAL
ATTEST: C. Ray Davis Health.....\$5,500.00
J. Frank Gallagher, Stinson Field..... 2,000.00
City Clerk * Mayor Pro-Tem Museum..... 1,500.00
\$9,000.00