

APPRO. NO. 994

AN ORDINANCE 6649

APPROPRIATING \$25,017.26 (\$25,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$17.26 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY ONE (1) NOTE, NO. 45.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 45 out of the 1947 General Fund Series, maturing on or before May 31st, 1948; and that the sum of \$17.26, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1947 General Fund Note No. 45.

PASSED AND APPROVED on the 17th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 995

AN ORDINANCE 6650

APPROPRIATING \$3,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY RAMON G. LOZANO AND SANTOS LOZANO, TO THE CITY OF SAN ANTONIO FOR STREET WIDENING AND EXTENSION.

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

1. That \$3,000.00 be and the same is appropriated hereby out of Street and Bridge C-45 Fund, to **Stewart** Title Guaranty Company, in payment for land to be conveyed by Ramon G. Lozano and Santos Lozano, to the City of San Antonio, for street widening and extension, being part of Lot 8, New City Block 876, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 996

AN ORDINANCE 6651

APPROPRIATING \$3,700.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY RODOLFO M. MELENDES, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$3,700.00 be and the same is appropriated hereby out of Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Rodolfo M. Melendes, to the City of San Antonio, for street widening and extension, being Lot 11, New City Block 877, situated within the corporate limits of the City of San Antonio, Bexar, County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 997

AN ORDINANCE 6652

APPROPRIATING \$2,500.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY JUAN BERMEA AND GUADALUPE L. BERMEA, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$2,500.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Juan Bermea and Guadalupe L. Bermea, to the City of San Antonio, for street widening and extension, being North 83 feet of Lot 10, New City Block 877, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

City Clerk

* * * M A Y O R

APPRO. NO. 998

AN ORDINANCE 6653

APPROPRIATING \$2,750.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MICAELA HUERTA AND JOSEPHINE HUERTA, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$2,750.00, be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Micaela Huerta and Josephine Huerta, to the City of San Antonio, for street widening and extension, being South 1/2 of Lot 10, New City Block 877, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 999

AN ORDINANCE 6654

APPROPRIATING \$3,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MIKE GARCIA AND PAULA L. GARCIA, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$3,000.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, in payment to Stewart Title Guaranty Company, for land to be conveyed by Mike Garcia and Paula L. Garcia, to the City of San Antonio, for street widening and extension, being part of Lot 9, New City Block 876, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1000

AN ORDINANCE 6655

APPROPRIATING \$7,500.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY CLARENCE H. BOSSE, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$7,500.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Clarence H. Bosse, to the City of San Antonio, for street widening and extension, being Lot 7, New City Block 876, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1001

AN ORDINANCE 6656

APPROPRIATING \$937.00 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FRANK T. DROUGHT, CONSULTING ENGINEER, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$937.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frank T. Drought, Consulting Engineer, his first and final estimate, for professional services in connection with making surveys and right-of-way maps for South Side Artery, as authorized by action of the City Council.

PASSED AND APPROVED on the 17th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1002

AN ORDINANCE 6657

TRANSFERRING \$143.75 OUT OF THE COMMERCE BUILDING FUND TO THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT, HEALTH DEPARTMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$143.75, be and the same is hereby ordered transferred from the Commerce Building Fund to the 1947 General Fund, Proceeds of Notes Account, Health Department.

TRANSFERRED FROM:

COMMERCE BUILDING FUND.

TRANSFERRED TO:

1947 GENERAL FUND - PROCEEDS OF NOTES ACCOUNT - HEALTH DEPT.

PASSED AND APPROVED on the 17th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1003

AN ORDINANCE 6658

APPROPRIATING \$5,863.44 TO RALPH CAMERON IN PART PAYMENT OF FEE FOR FEEDER LINES TERMINAL BUILDING, SAN ANTONIO MUNICIPAL AIRPORT.

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

1. That \$5,863.44 be appropriated out of the Airport Administration Building B-45 Fund to pay Ralph Cameron 4 per cent of the estimated total construction costs upon the plans and specifications accepted by the City as follows:

FOR FEEDER LINES BUILDING AT THE SAN ANTONIO MUNICIPAL AIRPORT:

General Contract:	
Heating, Ventilating and Air Conditioning Contract.....	\$120,197.00
Plumbing Contract	4,160.00
Electrical Contract	5,340.00
	<hr/>
	\$146,586.00

2. The remaining 2 per cent in partial payments will be made from time to time during the progress of the actual construction in accordance with the progress of the building made by the contractor and based on the estimates issued and payments made to the contractor; all as provided in the contract dated the 4th of September, 1947, as amended.

3. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1004

AN ORDINANCE 6659

APPROPRIATING \$216.70 IN PAYMENT FOR ADVERTISEMENTS OF SALE OF GENERAL IMPROVEMENT BONDS.

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

1. That \$216.70 be and the same is appropriated hereby out of the 1947 General Fund, Elections, in payment for advertisements of sale of \$6,000,000 Public Improvement General Revenue Bonds, as follows:

The Bond Buyer, New York City, N. Y.....	\$138.60
Chicago Journal of Commerce, Chicago, Ill.....	78.10

as per itemized statements on file in the office of the City Auditor.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1005

AN ORDINANCE 6660

APPROPRIATING \$25.00 IN PAYMENT OF ADDITIONAL FEE ON GRANTING APPLICATION FOR WRIT OF ERROR IN CAUSE NO. A-1553, STATE OF TEXAS VS CITY OF SAN ANTONIO, ET AL., TO GEO. H. TEMPLIN, CLERK SUPREME COURT OF TEXAS.

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

1. That \$25.00 be and the same is appropriated hereby out of the 1947 General Fund, Judgments & Suits, to Geo. H. Templin, Clerk, Supreme Court of Texas, in payment of additional fee on granting of application for Writ of Error on behalf of the City of San Antonio in Cause No. A-1553, State of Texas vs City of San Antonio, et al., as per itemized statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1006

AN ORDINANCE 6661

APPROPRIATING \$6.00 OUT OF THE 1947 GENERAL FUND, CORPORATION COURT, TO REIMBURSE JACK J. FLAHERTY, ACTING CHIEF CLERK, FOR JURY FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$6.00, be and the same is hereby appropriated out of the 1947 General Fund, Corporation Court, to reimburse Jack Flaherty, Acting Chief Clerk, for jury fees, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 17th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1007

AN ORDINANCE 6662

APPROPRIATING \$49.10 OUT OF THE ADVERTISING FUND, TO PAY BLUE AND BLUE, PRINTERS, FOR PRINTING LETTERHEADS AND ENVELOPES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$49.10, be and the same is hereby appropriated out of the Advertising Fund, to pay Blue and Blue, Printers, for 2,000 Letterheads and Envelopes, as per approved Purchaser Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 17th day of February, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1008

AN ORDINANCE 6663

TRANSFERRING \$1,097.50 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT, TO THE COMMERCE BUILDING FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,097.50, be and the same is hereby ordered transferred from the 1947 General Fund, Proceeds of Notes, Health Department, to the Commerce Building Fund.

TRANSFERRED FROM:

1947 GENERAL FUND - PROCEEDS OF NOTES - HEALTH DEPARTMENT.

TRANSFERRED TO:

COMMERCE BUILDING FUND.

PASSED AND APPROVED on the 17th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6664

GRANTING THE PETITION OF MOUNT CALVARY BAPTIST CHURCH,
FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1947 AND
YEARS SUBSEQUENT THERETO, ON PART OF LOT 30, OR A-37,
NEW CITY BLOCK 495, IN THE CITY OF SAN ANTONIO, BEXAR
COUNTY, TEXAS.

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

1. That the property known as North 90.27 feet of Lot 30, or A-37, New City Block 495, at 1300 Crosby Street, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as an actual place of religious worship, and not subject to taxation, and the petition of Mount Calvary Baptist Church, dated December 10, 1947, and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1947, beginning June 1, 1947, and fiscal years subsequent thereto, said exemption to be effective as long as the said property is used for the purposes for which exempted, namely, actual place of religious worship; and all City taxes levied and assessed for fiscal year 1947 and years subsequent thereto on said property are cancelled hereby.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6665

GRANTING THE PETITION OF THEO AVENUE BAPTIST CHURCH,
FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1940 AND
YEARS SUBSEQUENT THERETO, ON LOT 8, NEW CITY BLOCK 3223,
AT 131 WEST THEO AVENUE, IN THE CITY OF SAN ANTONIO,
BEXAR COUNTY, TEXAS.

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

1. That the property known as Lot 8, New City Block 3223, at 131 West Theo Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as a parsonage, and not subject to taxation, and the petition of Theo Ave. Baptist Church, dated January 17, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1940 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1940, beginning June 1, 1940, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used from the purposes for which exempted, namely, parsonage; and all City taxes levied and assessed for the fiscal year 1940 and years subsequent thereto on said property are cancelled hereby.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6666

GRANTING THE PETITION OF LAUREL HEIGHTS METHODIST CHURCH,
FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1948 AND
YEARS SUBSEQUENT THERETO, ON PART OF LOTS 3 AND 4, NEW
CITY BLOCK 1703, AT 110 E. HUISACHE AVENUE, IN THE CITY
OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as the East 33 feet of Lot 3 and West 8.5 feet of Lot 4, New City Block 1703, also known as 110 East Huisache Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as residence of ministry, and not subject to taxation, and the petition of Laurel Heights Methodist Church, dated January 27, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1948 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1948, beginning June 1, 1948, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely, residence of ministry.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 6667

AUTHORIZING THE MAYOR TO ENDORSE GLOBE INDEMNITY COMPANY
CHECK FOR THE USE AND BENEFIT OF THE ELKS CLUB.

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

1. That the mayor is authorized to endorse Globe Indemnity Company check G-896791 drawn on the Bankers Trust Company of New York for \$1,195.25, drawn in favor of the Elks Club Number 216 and the City of San Antonio, being accord and satisfaction for a liability under Globe Indemnity Bond B-258375 by reason of contract between Elks Club and J. Knowlton for re-construction of sidewalk.

2. When the check is endorsed, it will be delivered to the Elks Club for whose use and benefit this compensation is made.

3. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6668

GRANTING TO SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY
THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, OPERATE,
AND MAINTAIN A SPUR TRACK IN, UPON, AND ACROSS SOUTH SAN
MARCOS STREET IN THE CITY OF SAN ANTONIO, BEXAR COUNTY,
TEXAS, AND TO OPERATE ITS TRAINS, ENGINES AND CARS THERE-
ON AND THEREOVER.

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

1. That the right, privilege and franchise be and the same is hereby granted to the San Antonio Belt & Terminal Railway Company, a Texas corporation, its successors and assigns, to construct, operate, and maintain a spur track in, over, across, and on South San Marcos Street in the City of San Antonio, Bexar County, State of Texas, as shown by heavy white line on blue print, marked Exhibit "A", hereto attached, the center line of said track being more particularly described as follows:

Starting at the point of switch of said spur track, which is located 89 feet Southeasterly measured along the Railroad Company's I.C.C. Track No. 17 from the Easterly line of South San Marcos Street, said point of switch being 22.7 feet Westerly from the Westerly end of Bridge No. M-1037.7; Thence Northwesterly along center line of said spur track diverging to the right from center line of said I.C.C. Track No. 17 through a number nine (9) turnout 73.2 feet to point of frog; Thence Northwesterly by tangent to said frog 10.0 feet to point of curve; Thence Northwesterly by arc of 9 degree 30 minute curve to the right 6.8 feet to the Easterly line of South San Marcos Street; Thence Northwesterly in, upon, over and across South San Marcos Street by arc of 9 degree 30 minute curve to the right 17.9 feet to point of reverse curve; Thence Northwesterly by arc of 9 degree 30 minute curve to the left 40 feet, more or less, to the point in the Westerly line of South San Marcos Street; All as shown on print of drawing No. A-23224, Office Engineer Maintenance of Way, Dallas, Texas, dated November 1, 1947, attached and made a part hereof.

2. Upon completion of said spur track, the San Antonio Belt & Terminal Railway Company, a Texas corporation, its successors and assigns, shall have the right, privilege and authority to operate trains, engines and cars thereon and thereover.

3. Attached hereto and made a part hereof for all purposes is a blue print, marked Exhibit "A", showing the existing and the proposed trackage of the Railway Company in the vicinity.

4. In consideration of the granting of this permit, the Railway Company agrees to have constructed and to maintain said track across and upon said street and property in the manner and form ordered and directed by the Commissioner of Streets and Public Improvements, and in accordance with the lines, grades and system of drainage approved by the City Engineer, and to have constructed such culverts, and make such additional provisions for drainage from time to time as may be deemed necessary by the City; and, further binds and obligates itself, its successors and assigns, for and on behalf of said Railway Company, to hold said City of San Antonio, Texas, free and harmless from all damages to persons or property that may result by reason of the granting of this permit or the exercise of any right thereunder; and provided further, that said Railway Company will have constructed and will maintain proper and suitable crossings under the supervision of said City Engineer and Commissioner of Street and Public Improvements, so that vehicles can cross over readily and safely.

5. The right of operation herein granted shall inure to the benefit of any railroad company that the San Antonio Belt & Terminal Railway Company may permit to operate engines, trains or cars over the said railroad; but any and all railroad companies so operating under any permit so granted by said San Antonio Belt & Terminal Railway Company shall hold and exercise all such rights, subject to all the conditions, provisions and stipulations herein contained and to all rights and regulations by said City as herein reserved.

6. That the privilege granted hereby is subject to revocation at the will of the Commissioners or other governing body of the City of San Antonio, Texas, and said Railway Company agrees to remove or have removed, at its own cost and expense, its said tracks from said streets on demand, upon the revocation of the privilege hereby granted.

7. The exercise of any privilege under this ordinance shall be an acceptance of all its terms and conditions by said Railway Company, its successors and assigns.

8. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6669

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF FREDERICK E. FOWLER.

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

1. That the petition of Frederick E. Fowler, for a license to use the sanitary sewerage 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 1737 Venice STREET, LOT 20 & W. $\frac{1}{2}$ of 19, BLOCK 209, Los Angeles Heights, and no other person shall be permitted to use 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 17TH DAY OF FEBRUARY, 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/ M/Sgt. Frederick E. Fowler

Mrs. Fred Fowler

* * *

A RESOLUTION

APPOINTING R. N. WHITE TO THE ZONING COMMISSION IN
THE PLACE OF FRED E. PFLUGHaupt.

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

1. That R. N. White is appointed hereby to the Zoning Commission of the City of San Antonio, to serve the unexpired term of Fred E. Pflughaupt.

2. PASSED AND APPROVED this 17th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1009

AN ORDINANCE 6670

TRANSFERRING \$789.00 OUT OF THE CORPORATION COURT "CASH
BOND FUND" TO UNREDEEMED CORPORATION COURT CASH BONDS
ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$789.00, be and the same is hereby ordered transferred from the Corporation Court "Cash Bond Fund" to the Unredeemed Corporation Court Cash Bonds Account, as per list of names, case numbers and amounts of each bond as per copy on file in the Corporation Court and the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: J. Frank Gallagher, City Clerk

C. Ray Davis - M A Y O R - Pro Tem

Handwritten signature

APPRO. NO. 1010

AN ORDINANCE 6671

APPROPRIATING \$195.30 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$195.30, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to Dan Quill, Postmaster, for postage stamps, as per approved Purchase Orders on file in the City Auditor's office out of the following departments:

Corporation Court.....	\$ 150.00
Engineers Dept.	30.00
S. A. Municipal Airport	<u>15.00</u>
	\$ 195.30

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1011

AN ORDINANCE 6672

APPROPRIATING \$138.12 OUT OF THE 1947 GENERAL FUND, AUDIT, TO PAY JOHN L. SURBER AND COMPANY, CERTIFIED PUBLIC ACCOUNTANTS, THEIR ESTIMATE NO. 9 FOR SERVICES RENDERED.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$138.12, be and the same is hereby appropriated out of the 1947 General Fund, Audit, to pay John L. Surber and Company, Certified Public Accountants, their Estimate # 9, for services rendered based on Time Reports on file in their office and according to approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis - M A Y O R - Pro Tem
 J. Frank Gallagher
 City Clerk * * *

APPRO. NO. 1012

AN ORDINANCE 6673

APPROPRIATING \$28,855.46 OUT OF THE 1947 GENERAL FUND, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$28,855.46, be and the same is hereby appropriated out of the 1947 General Fund, for per diem payrolls for the period ending February 15, 1948, as follows:

Public Affairs in General.....	\$ 1,508.94
Taxation Department	57.50
Parks, Sanitation & Public Property	19,403.62
Streets & Public Improvements	7,730.14
Fire & Police Departments	<u>155.26</u>
Total.....	\$28,855.46

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1013

AN ORDINANCE 6674

APPROPRIATING \$772.50 OUT OF THE PARK REVENUE BOND 1945 FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$772.50, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for payroll for the Willow Springs Golf Course for the period ending February 15, 1948, in the amount of \$772.50.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1014

AN ORDINANCE 6675

APPROPRIATING \$1,865.38 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICE FOR THE MONTH OF JANUARY, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,865.38, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of January, 1947, as per statements on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

APPRO. NO. 1015

AN ORDINANCE 6676

APPROPRIATING \$4,329.60 OUT OF THE 1947 GENERAL FUND, RIVERS AND DITCHES TO PAY TREASURER OF UNITED STATES, WAR ASSETS ADMINISTRATION, GRAND PRAIRIE REG. OFFICE, DALLAS, TEXAS FOR MISCELLANEOUS GOVERNMENT EQUIPMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4,329.60, be and the same is hereby appropriated out of the 1947 General Fund, Rivers & Ditches, to pay Treasurer of United States, War Assets Administration, Grand Prairie Reg. Office, Dallas 2, Texas, for the following government equipment.

Sales Document No. 4472608 Ford Truck	Sales Document No. 4472604 IHC Truck
Sales Document No. 4472607 Chevrolet Truck	Sales Document No. 4472603 IHC Truck
Sales Document No. 4472606 IHC Truck	Sales Document No. 4472602 IHC Truck
Sales Document No. 4472605 IHC Truck	Sales Document No. 4472601 IHC Truck

(40% discount approved per certificate #HD-42-C-414)

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis,

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

APPRO. NO. 1016

AN ORDINANCE 6677

REPEALING AND ORDINANCE OF AUGUST 21ST, 1947, BEING COUNCIL APPROPRIATION NO. 276, FIR \$857.10 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, MADE PAYABLE TO THE SOUTHERN ALKALI CORP., AND THE TEXAS AND NEW ORLEANS RAILROAD COMPANY. (ACCOUNT OF BEING DUPLICATED.)

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, whereas an Ordinance passed and approved on August 21st, 1947, being Council Appropriation No. 276, appropriating \$857.10 out of the 1947 General Fund, Sewage Plant Department (\$683.10 to the Southern Alkali Corp., and \$174.00 to the Texas and New Orleans Railroad Co.) for fifteen one ton drums of liquid chlorine and freight charges.

Now, be it ordained by the Commissioners of the City of San Antonio, that the sum of \$857.10, heretofore appropriated out of the said 1947 General Fund, Sewage Plant Department, on appropriation No. 276, be and the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 19th day of February, 1948.

C. Ray Davis

ATTEST:

M A Y O R - Pro Tem

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 1017

AN ORDINANCE 6678

APPROPRIATING \$296.00 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS & TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$296.00, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for period of February 1st, 1948 to February 15th, 1948 inclusive, as per approved Engineer's estimate on file in the City Auditor's Office, out of the following Departments.

Parks and Plazas.....	\$170.00
Garbage and Sanitation	<u>126.00</u>
	\$296.00

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1018

AN ORDINANCE 6679

APPROPRIATING \$90.00 OUT OF THE CITY OF SAN ANTONIO STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$90.00, be and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of February 18, 1948, as follows:

Sie McGarity	Refund	\$.49	Marcos Villalon	Refund	\$ 4.00
Ted Garcia	"	3.03	Jose Acevedo	"	9.00
Mary Sheppard	"	10.00	R. Sanchez	"	4.00
Joe Vega	"	9.00	City of San Antonio Repairs		46.48
O. V. Steele	"	4.00	Total.....		<u>\$90.00</u>

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1019

AN ORDINANCE 6680

APPROPRIATING \$123.00 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY THURMAN BARRETT FOR 2460 CUBIC YARDS OF GRAVEL. X

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$123.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Thurman Barrett, for 2460 cubic yards of gravel at .05¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio on March 7th, 1946 to furnish the City with gravel from Barrett Pit, located on Palo Alto Road, North of Gillette Blvd., same being the first and final estimate as per City Engineer's statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1020

AN ORDINANCE 6681

APPROPRIATING \$4,095.35 TO GUARDIAN ABSTRACT & TITLE CO., IN PAYMENT FOR LAND TO BE CONVEYED BY A. S. WEST, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR STREET.

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

1. That \$4,095.34 be and the same is appropriated hereby out of the Streets and Bridges C-45 Fund, to Guardian Abstract & Title Co., in payment for land to be conveyed by A. S. West, to the City of San Antonio, for right-of-way for street, in the Probandt Street Extension Project, being Lot 2, Block 1, Pecan Grove Addition, New City Block 3848, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 19th day of February, 1948.

ATTEST: C. Ray Davis
 J. Frank Gallagher M A Y O R - Pro Tem
 City Clerk * * *

APPRO. NO. 1021

AN ORDINANCE 6682

APPROPRIATING \$2,320.00 OUT OF THE INTERREGIONAL HIGHWAY A-45 FUND, TO PAY JOHN E. ZELLER, FIVE PER CENT FEE ON LAND AND IMPROVEMENTS PURCHASED FOR THE URBAN EXPRESSWAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,320.00, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay John E. Zeller, five per cent fee on \$46,400.00, being the amount paid by the City of San Antonio, for land and improvements acquired for the Urban Expressway in accordance with contract and ordinance passed and approved on February 14th, 1947, and approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

APPRO. NO. 1022

AN ORDINANCE 6683

APPROPRIATING \$25.00 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY MEDICAL AND SURGICAL MEMORIAL HOSPITAL FOR SERVICES IN CONNECTION WITH INJURY OF JOE SCHUBACH WHILE ENGAGED IN WORK FOR THE CITY OF SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Medical and Surgical Memorial Hospital, their first and final estimate, for services in connection with injury of Joe Schubach while engaged in work for the City of San Antonio, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

APPRO. NO. 1023

AN ORDINANCE 6684

APPROPRIATING \$58.35 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY C.L.WORTHY FOR 1167 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$58.35, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay C. L. Worthy, his first and final estimate, for 1167 cubic yards of gravel at .05¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio, and on file in the office of the City Clerk.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

AN ORDINANCE 6685

* * *

APPROPRIATING \$501.55 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY CITY'S SHARE OF GROUP INSURANCE FOR THE MONTH OF JANUARY, 1948 COVERING VARIOUS EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$501.55, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay Aetna Life Insurance Company, the City's Share of Group Insurance for the month of January, 1948 covering various employees in the followinf departments.

Comm. Police and Fire.....	\$ 6.36
Police Department	346.81
Fire Department	145.74
Fire Alarm	<u>2.64</u>
	\$501.55

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

Copy # 1021

AN ORDINANCE 6686

AMENDING ORDINANCE \$977, AS OF FEBRUARY 12, 1948, CREATING CONTRACT WITH ADDRESSOGRAPH SALES AGENCY, 421 MAIN AVE., SAN ANTONIO, TEXAS, ASSESSOR'S DEPARTMENT, WITH ONE TAX ACCOUNTING MACHINE AND ADDITIONAL EQUIPMENT AS LISTED IN SAID PROPOSAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, said Ordinance is hereby amended to read: Creating Contract with Addressograph-Multigraph Corporation, Addressograph Division, c/o Addressograph Sales Agency, 421 Main Avenue, San Antonio, Texas, to furnish the City of San Antonio, Texas, Assessor's Department, with one Tax Accounting Machine and additional equipment as listed in said Proposal; and appropriating the total sum of \$17,745.02 out of the 1947 General Fund, Assessor's Department, in payment of same.

PASSED AND APPROVED on the 19th day of February, 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

AN ORDINANCE 6687

GRANTING THE PETITION OF ST. MARY MAGDALEN'S CATHOLIC CHURCH, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1947 AND YEARS SUBSEQUENT THERETO, ON LOT 8, BLOCK 96, NEW CITY BLOCK 8826, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lot 8, Block 96, New City Block 8826, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as church and school property, and not subject to taxation, and the petition of St. Mary Magdalen's Catholic Church, of January 21, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property, which is assessed to the Most Reverend Robert E. Lucey, for the fiscal year 1947 and years subsequent thereto, is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1947, beginning June 1, 1947, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely a church and a school.

2. PASSED AND APPROVED this 19th day of February, A.D. 1948.

ATTEST:

C. Ray Davis

J. Frank Gallagher

M A Y O R - Pro Tem

City Clerk

* * *

AN ORDINANCE 6688

MAKING CONTRACT WITH JACK N. PITLUK DOING BUSINESS AS THE PUTLUK ADVERTISING COMPANY.

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

1. That this Ordinance creates and evidences a contract between the City of San Antonio and Jack N. Pitluk, doing business as the Pitluk Advertising Company, for preparation and placement of advertising for the City of San Antonio, as recommended by the Municipal Advertising Commission of the City of San Antonio, all of the County of Bexar and State of Texas;

W I T N E S S E T H

2. That the City of San Antonio shall provide funds to be spent during the period beginning this date and ending May 31, 1949, for advertising in various publications, outdoor advertising, other printed or illustrated advertising matter, or any other advertising media to be specifically approved and authorized by the Municipal Advertising Commission, and the Mayor and Commissioners of the City of San Antonio in the amount of \$50,000.00 or more available for advertising in the next three months, and such further sums as may from time to time be made available by the City Council during the life of this contract, out of money in the Advertising Fund at this time.

3. That the advertising agency, the Pitluk Advertising Company, agrees to prepare copy and layouts for advertisements in magazine and periodicals, booklets, other printed and illustrated matter or any other media advertising which shall be specifically authorized by the Municipal Advertising Commission and the Mayor and Commissioners of the City of San Antonio. The Pitluk Advertising Company also agrees to place said advertising in the various advertising media to be specifically authorized during the period from this date to May 31, 1949, by the Municipal Advertising Commission and the Mayor and Commissioners of the City of San Antonio.

4. The Mayor and Commissioners of the City of San Antonio gives the Municipal Advertising Commission full authority to approve, plan, copy, and media, and the Pitluk Advertising Company is to take its instructions of copy and placement from the Municipal Advertising Commission during the life of this contract.

5. None of the services of the Pitluk Advertising Company shall, under this contract, establish any obligation on the City of San Antonio or the Municipal Advertising Commission other than that of paying for the services and materials herein provided for and the cost of preparation and publication of such items of advertising as may be specifically approved by the Municipal Advertising Commission. The agency above mentioned shall have no authority to make advertising contracts or incur any expense or obligation for the Municipal Advertising Commission except those specifically authorized by the Municipal Advertising Commission of the City of San Antonio. (costs of preparing printing or illustrated advertising matter such as the

6. That it is agreed that Pitluk Advertising Company shall be entitled to receive a standard agency commission of 15% on all advertising prepared and placed by them and on all cost of art work, engraving, electro-typing, typography, photography, printed or other similar costs incident to the preparation of said advertising contemplated by this agreement, and said commissions to be paid by the advertising media or the suppliers or furnishers of said materials or services, provided, however, should any advertising media or supplier not pay a commission or should any such media or supplier pay less than the standard agency ~~pay less than the standard agency~~ commission of 15%, then the City of San Antonio agrees to pay the Pitluk Advertising Company on all such media advertising, materials or services prepared and furnished by them, where no commission is paid by the advertising media or supplier, the full 15% agency commission, or if a commission less than the standard agency commission of 15% is paid by the media or supplier, then the City of San Antonio will pay the difference between the commission actually paid and the standard agency commission of 15%.

7. That it is agreed that Pitluk Advertising Company may be required to do (a) research work requisite and necessary to ascertain facts and figures, not readily available, to be used in connection with advertising contemplated by this agreement; (b) publicity and promotional work; and (c) prepare copy for booklets and other printed matter; and for such services when performed, after first having been authorized by the Municipal Advertising Commission, said agency performing such services aforesaid shall be paid therefor by the City of San Antonio and agency charge or fee, to be approved by the Municipal Advertising Commission.

8. That it is agreed that all bills for advertising media or services, mechanical costs, and printed matter authorized by the Municipal Advertising Commission shall be paid by the City of San Antonio to Pitluk Advertising Company on requisition approved by the Municipal Advertising Commission, supported by the purchase order of the agency, memorandum invoices and galley-proofs or other evidence, from the publication, media or supplier involved. Payment of each bill shall be made by the City of San Antonio sufficiently in advance of publication date of advertising or material purchased or services rendered to allow the contracting agency time for cancellation of its order should the bill not be passed for payment by the Mayor and Commissioners.

9. That it is further agreed that the Pitluk Advertising Company shall within a reasonable time after a requisition have been paid by the City of San Antonio, confirm all expenditures under said requisition by receipted invoices and checking copies or other evidence of advertising material represented thereby for checking by the auditor of the City of San Antonio.

10. That it is agreed that in event Pitluk Advertising Company should, in the opinion of the Municipal Advertising Commission and/or the Mayor and Commissioners of the City of San Antonio fail to render satisfactory services under the terms of this contract, at any time thereafter the Municipal Advertising Commission and the Mayor and Commissioners may at their option terminate this agreement upon giving thirty days notice in writing. Should this contract be terminated, the City of San Antonio agrees to pay Pitluk Advertising Company for services performed, materials furnished, and space contracted for by it, as follows:

Should this contract be terminated, the agency agrees to cancel immediately all commitments made for advertising for the City of San Antonio, and the City of San Antonio agrees to pay for the services performed, materials furnished, and space contracted for it as follows:

(a) All services and work performed and material costs incurred prior to the effective date of cancellation of this contract shall be paid for by the City of San Antonio in accordance with the appropriate compensation clauses of this agreement;

(b) The City of San Antonio shall pay for all advertising published prior to effective dates of such cancellation and on all advertising which has been contracted for and is not cancellable because of publisher's deadlines and all short rates which may apply as a result of cancellation;

(c) All advertising material which has been prepared for publication but is not published shall be paid for by the City of San Antonio on the basis of 15% of the space cost which would have applied had the material been published.

11. It is not the intention of this contract to create the relation of principal and agent between the parties hereto, but the Pitluk Advertising Company shall have the status of an independent contractor.

12. This contract shall be performable exclusively in the County of Bexar, State of Texas, and all payments here under shall be made at the office of the City Treasurer.

13. This instrument in writing constitutes the entire agreement between the parties hereto, there being no other written or parole agreement with any officer or employee of the City of San Antonio; it being understood 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.

/s/ 14. PASSED AND APPROVED this 19th day of February, A.D. 1948.

ATTEST: J. Frank Gallagher
City Clerk

/s/ MAYOR Pro-Tem C. Ray Davis

ATTEST: Jack Frazier
Secretary

PITLUK ADVERTISING COMPANY

/s/ By J. N. Pitluk
Owner

APPROVED AS TO FORM

MUNICIPAL ADVERTISING COMMISSION

COBBS, Jr.
City Attorney

/s/ By H. U. Rhodius
Chairman

* * *

AN ORDINANCE 6689

GRANTING A PERMIT TO A. D. WALKER TO PUT A MINIATURE
STEAM TRAIN ON TANNERY TRACT.

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

1. That this ordinance makes and manifests the permit of the City of San Antonio to A. D. Walker, as follows:

2. The permittee will be allowed to construct and operate a miniature steam train to carry passengers, track, station and appurtenances at the place designated by the Commissioner of Sanitation, Parks and Public Property on the Confederate Tannery Tract adjacent to Brackenridge Park, being on property acquired by the City of San Antonio from the United States of America, by deed dated the 30th day of June 1869, recorded in Book U-2, Page 593, in Deed Records of Bexar County, Texas.

3. The permittee shall pay the City of San Antonio 10% of the gross income from the operation under this license. The tickets for the rides shall be deposited with the License and Dues Collector of the City of San Antonio and tickets will be delivered to the permittee upon the payment of an amount equivalent to ten percent of the face value of the tickets to the License and Dues Collector. No other tickets will be used.

4. The Operations of the permittee shall be conducted in a quiet and orderly manner and the place shall be kept free from rubbish and debris which shall be deposited in closed containers at places designated by the Superintendent of Garbage Collection.

5. If the permit granted hereby is in conflict with any restriction, requirement or limitation contained in the deed, dedication or grant of the realty herein described under which the title or use of said place has been vested in the City of San Antonio or dedicated to the public; then, the privilege granted herein shall be cancelled automatically.

6. The failure on the part of the permittee to pay the fee when due as specified, shall automatically terminate this license. The City of San Antonio shall have a prior lien as security for the fee aforesaid on all the property which is put on this property, which shall be cumulative of the statutory lien. The permittee shall file with the City Inventory Clerk a certified description of all property put on the premises herein described, and the permittee shall not remove any of such property as long as the permittee is indebted to the City in any amount. Before removal of any of such property, the permittee shall notify the Inventory Clerk in writing of the intention of removal.

7. The permittee shall pay for all the gas, electricity and water used at this place, by arrangement with the utility supplying such service.

8. The permittee shall hold the City harmless and indemnify and reimburse it against any damages and expense claimed against the City and the permittee shall secure and deposit with the City Clerk a public liability bond in the amount of \$10,000.00 and \$20,000.00 in the name of the permittee and in the name of the City, to protect the City of San Antonio against any claim against the City of San Antonio for personal injury to any person, which bond shall be issued by a surety which is authorized to engage in such business under the laws of the State of Texas.

9. The term of this permit shall expire on the 1st day of March A.D. 1953. Upon the expiration of the term the permittee may remove property put on the land by the permittee, if the permittee is not indebted to the City of San Antonio. The permittee will not suffer the demise of premises, nor any erection or improvement thereon, or the estate of the permittee at any time during said term to become subject to any lien, charge or encumbrance whatsoever, other than as herein provided; and, if such an attempt is made or its is done, the encumbrance shall be void and this permit will terminate automatically.

10. In case of default of any of the covenants by the permittee the City may declare this permit terminated at its discretion, and the City shall have the right, without further notice or demand, to remove all persons or property from this property, without being deemed guilty of any manner of trespass and without liability for any damages and without prejudice to any other remedy that the City may have.

11. If the permittee hold over after the termination of this permit for any reason, the charge during such time of hold over shall be double the amount of the charge specified herein, and any hold-over shall be on a monthly basis.

12. The foregoing instrument in writing constitutes the entire agreement for this contract; there being no other written or parole agreement with any officer or employee of the City; it being understood that the Charter of the City requires all of the contracts of the City to be in writing and adopted by ordinance.

13. PASSED AND APPROVED this 19th day of February, 1948.

C. Ray Davis

ATTEST:

M A Y O R - Pro Tem

J. Frank Gallagher

City Clerk

14. The foregoing instrument constitutes the permit between the City of San Antonio and A. D. Walker, and is accepted in all things by the undersigned.

/s/ Abe D. Walker

Permittee.

* * *

AN ORDINANCE 6690

MAKING A CONTRACT FOR A TRUCK WITH ANTONIO CARMONA.

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

8. PASSED AND APPROVED this 19th day of February, 1948.

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis

M A Y O R - Pro Tem

9. ACCEPTED:

/s/ Antonio Carmona, Contractor
No. 427 Hawthorne Street

* * *

AN ORDINANCE 6691

MAKING A CONTRACT FOR A TRUCK WITH SILVESTRE TORRES

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

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

8. PASSED AND APPROVED this 19th day of February, 1948

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis

M A Y O R - Pro Tem

9. ACCEPTED:

/s/ Silvestre Torres, Contractor
No. 3206 Nogalitos Street

* * *

AN ORDINANCE 6692

MAKING A CONTRACT FOR A TRUCK WITH ALFRED GUERRA.

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 three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinances, before the City is bound.
8. PASSED AND APPROVED this 19th day of February, 1948.

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis
M A Y O R - Pro Tem

9. ACCEPTED:

/s/ Alfred Guerra, Contractor
No. 3209 South Flores Street

* * *

AN ORDINANCE 6693

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

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

1. That the petition of D. E. Baird, 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 1822 Venice STREETm LOT 5 & W. 1/2 of 6, BLOCK 199, 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 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 in 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 19TH DAY OF FEBRUARY, A.D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

C. Ray Davis
M A Y O R - Pro Tem

The Foregoing permit and the conditions are accepted.

/s/ D. E. Baird
Sarah E. Baird
Petitioner and Licensee

* * *

APPRO. NO. 1025

AN ORDINANCE 6694

APPROPRIATING \$54,000.00 OUT OF THE STREET & BRIDGE C-45 FUND, TO THE COMMERCIAL ABSTRACT & TITLE COMPANY, TO PAY NATHAN GOLDBERG, SAM POKLOFF, MAX POKLOFF AND MAX GOCHMAN, FOR LAND FOR SOUTH ALAMO STREET EXTENSION.

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

1. That \$54,000.00 be and the same is appropriated hereby out of the Street & Bridge C-45 Fund, to Commercial Abstract & Title Company, for land to be conveyed by Nathan Goldberg, Sam Pokloff, Max Pokloff and Max Gochman for South Alamo Extension, being part of Lot A-1, New City Block A-63, more particularly described by field notes in the contract and deed, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 24th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1026

AN ORDINANCE 6695

APPROPRIATING \$31,500.00 TO NATHAN GOLDBERG, SAM POKLOFF, MAX POKLOFF AND MAX GOCHMAN FOR DAMAGES RESULTING TO REMAINDER OF PROPERTY ON ACCOUNT OF SOUTH ALAMO STREET IMPROVEMENT.

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

1. That \$31,500.00 is appropriated out of the Street & Bridge C-45 Fund, to pay Nathan Goldberg, Sam Pokloff, Max Pokloff and Max Gochman in full accord, satisfaction and compensation for all demands and damages to the remaining property of the payees, in Lot A-1, New City Block A-63, in the City of San Antonio, Bexar County, Texas, resulting directly or indirectly from the taking of property described in the deed and contract between the City of San Antonio and the payees herein for the improvement of South Alamo Street and the extension thereof between Flores Street and Herff Street.

2. PASSED AND APPROVED this 24th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6696

ACCEPTING THE PROPOSAL OF RAUSCHER, PIERCE & COMPANY, INC. AND ASSOCIATES, TO PURCHASE \$6,000,000.00 CITY PUBLIC IMPROVEMENT GENERAL TAX OBLIGATION BONDS, SERIES A-47, SANITARY SEWER PLANT AND SYSTEM.

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

1. That the proposal of Rauscher, Pierce & Company, Inc. and Associates, to purchase \$6,000,000.00 Public Improvement General Tax Obligation Bonds, Series A-47, Sanitary Sewer Plant and System, to be dated the 1st of March, 1948, in denominations of \$1,000.00 each, interest payable first of September, 1948 and semi-annually thereafter and to mature over a period of 20 years, for par and accrued interest to the date of the delivery of the bonds to the purchaser, plus a premium of \$3,396.00, said bonds to bear interest from their date to date of maturity, as follows: 1st of March, 1948 through 1st of March, 1957, 3%; 1st of March, 1958 through 1st of March 1968, 2-3/4%; average interest rate 2.79818%, net interest cost \$1,762,854.00; which proposal is attached to this ordinance and made a part hereof for all intents and purposes, and being the highest and best bid pursuant to the notice inviting proposals to purchase said bonds; be and the same is hereby accepted.

2. The Mayor and other officers of the City are hereby authorized to sign all necessary documents and do each and everything necessary to consummate this contract.

3. All other bids are rejected, and the City Clerk is directed to return bidder's checks to the unsuccessful bidders and hold the check of the successful bidder until this contract is consummated.

4. PASSED AND APPROVED this 24th day of February, A. D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

PROPOSAL TO PURCHASE BONDS

Honorable Mayor and City Commissioners
c/o City Clerk
San Antonio, Texas

Gentlemen:

For all or none of your legally issued \$6,000,000.00 Public Improvement General Tax Obligation Bonds, Series A-47, Sanitary Sewer Plant and System Bonds, to be issued by the City of San Antonio, to be dated March 1, 1948, to be in denominations of \$1,000.00 each, interest to be payable September 1, 1948, and semi-annually thereafter, and to mature over a period of twenty years as described in your notice of sale of February 5th, 1948, which is made a part hereof, we will pay you par and accrued interest to the date of delivery of the bonds to use, plus a premium of \$3,396.00.

Said bonds to bear interest from their date to date of maturity as follows:
March 1, 1949 thru March 1, 1957, 3%; March 1, 1958 thru March 1, 1968, 2-3/4%, Net interest cost \$1,762,854.00 - Average interest rate 2.79818%.

Said bonds are to be payable as to principal and interest at the City Treasury, City of San Antonio, Texas, or at The Chemical Bank & Trust CO. Bank, New York City.

It is understood we will accept delivery of the Bonds within 45 days from date of acceptance by you, at the City Treasury in San Antonio, Texas, accompanied by the unqualified approving opinion of the Attorney General of the State of Texas and Wood, Dawson and King of New York City. We agree to pay for the cost of the approving opinion of Wood, Dawson and King.

ATTACHED HERETO is a Cashier's Check for \$120,000.00 to be held by the City of San Antonio and to be considered as full and complete liquified damages in the event we fail or refunds to comply with the terms of this proposal.

Submitted this 24th day of February, 1948.

RAUSCHER, PIERCE & COMPANY, INC.
1723 Milam Building, San Antonio, Texas.

/s/By: Arnold J. Kocurek
Arnold J. Kocurek
1723 Milam Building, San Antonio, Texas

(Complete list of bidders on reverse side)

ADDRESS

The above and foregoing proposal is hereby ordered accepted by the Mayor and Board of Commissioners this 24th day of February, 1948.

ATTEST:

/s/ Alfred Callaghan
Mayor, City of San Antonio, Texas.

/s/ J. Frank Gallagher
City Clerk

* * *

APPRO. NO. 1027

AN ORDINANCE 6697

APPROPRIATING \$25,025.89, (\$25,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$25.89 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT), TO PAY ONE (1) NOTE, NO. 46.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 46, of the 1947 General Fund Series, maturing on or before May 31st, 1948; and that the sum of \$25.89, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1947 General Fund Note, No. 46.

PASSED AND APPROVED on the 26th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

* * *

APPRO. NO. 1028

AN ORDINANCE 6698

APPROPRIATING \$87.60 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY COLLECTOR OF INTERNAL REVENUE, GOVERNMENT TAX ON ADMISSIONS FOR THE MONTH OF JANUARY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$87.60, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to the Collector of Internal Revenue, being Tax on Admissions from January 1st, 1948 to January 31, 1948, inclusive, as per statement on file in the City Auditor's Office, as follows:

Governor's Palace.....\$44.64
Witte Museum 42.96
\$87.60

PASSED AND APPROVED on the 26th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher, City Clerk

M A Y O R

Indoral

APPRO. NO. 1029

AN ORDINANCE 6699

APPROPRIATING \$131,956.40, OUT OF THE 1947 GENERAL FUND, FOR REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$131,956.40 be and the same is hereby appropriated out of the 1947 General Fund for regular semi-monthly payrolls for the period ending February 29, 1948, as follows:

Public Affairs in General.....	\$ 21,286.75
Taxation Department	6,100.50
Parks, Sanitation & Public Property	14,563.25
Streets & Public Improvements	11,864.40
Fire & Police Departments	78,141.50
Total.....	<u>\$131,956.40</u>

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1030

AN ORDINANCE 6700

APPROPRIATING \$1,726.63 OUT OF THE COMMERCE BUILDING FUND, FOR SEMI-MONTHLY HEALTH DEPARTMENT PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,726.63, be and the same is hereby appropriated out of the Commerce Building Fund, for semi-monthly Health Department payroll for the period ending February 29m 1948, in the amount of \$1726.63.

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1031

AN ORDINANCE 6701

APPROPRIATING \$5,835.68, OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT, 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 \$5,835.68, 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 regular semi-monthly payrolls ending February 29, 1948, this to be deposited to a special fund called: "Police & Firemen's Wage Reserve Account" in the amount of\$5,835.68.

Police Dept.....	\$1,703.68
Fire Dept.	4,087.00
Fire Alarm Dept.	45.00
Total.....	<u>\$5,835.68</u>

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1032

AN ORDINANCE 6702

APPROPRIATING \$875.00 OUT OF THE STREET & BRIDGE C-45 FUND, FOR REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$875.00, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for regular semi-monthly payroll for the period ending February 29, 1948, in the amount of\$875.00.

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1033

AN ORDINANCE 6703

APPROPRIATING \$175.00 OUT OF THE AIRPORT ADMIN. BLDG.,
B-45 FIND, 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 February 29, 1948, in the amount of \$175.00.
PASSED AND APPROVED on the 26th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1034

AN ORDINANCE 6704

APPROPRIATING \$15,393.75 OUT OF THE PARK SALES FUND,
PAYABLE TO THE TREASURER OF THE UNITED STATES, FOR
BALANCE DUE ON U.S.O. BUILDING IN SOUTH SAN ANTONIO,
PROJECT TEX. 41-191-F, FOR A PARK.

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

1. That the sum of \$15,393.75 be and the same is hereby appropriated out of the Park Sales Fund, payable to the Treasurer of the United States, for balance due on U.S.O. Building Project Tex. 41-191-F, Contract WAbcf-6-173, for use as a public park and purposes incidental thereto.

2. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1035

AN ORDINANCE 6705

ACCEPTING THE ALTERNATE BID OF THE ACME ROOFING COMPANY
TO REPAIR FLAT ROOF AT SOUTH SAN ANTONIO RECREATION
BUILDING: AND APPROPRIATING \$294.00 IN PAYMENT.

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

1. That the Alternate Bid of Acme Roofing Company, attached hereto and made a part hereof, to repair flat roof at South San Antonio Recreation Building, be and the same is accepted hereby.

2. That the Mayor is authorized to execute contract with Acme Roofing Company for this work, on the City standard form of Construction Contract.

3. That all other bids are rejected hereby.

4. That \$294.00 be and the same is appropriated hereby out of the 1947 General Fund, Parks and Plazas Department, in payment to Acme Roofing Company for this repair work, on estimates approved by the Commissioner of Sanitation, Parks and Public Property.

5. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1036

AN ORDINANCE 6706

APPROPRIATING \$195.00 OUT OF THE STREET AND BRIDGE C-45
FUND, TO PAY P. L. TSCHIRHART FOR REAL ESTATE APPRAISALS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$195.00, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay P. L. Tschirhart for Real Estate Appraisals according to itemized statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 26th day of February, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 1037

AN ORDINANCE 6707

APPROPRIATING \$50.00 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY JACK SKELTON, EXCAVATING CONTRACTOR, FOR USE OF LOW-BOY.

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 1947 General Fund, Street Maintenance, to pay Jack Skelton, Excavating Contractor, for use of Low-Boy moving heavy equipment in accordance with contract and as per statement on file in the office of the City Auditor.

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1038

AN ORDINANCE 6708

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. 13 on 500 Meters, as per contract ordinance of August 22nd, 1946 and \$2,000.00 to cover installment No. 12 on 1000 meters, as per contract ordinance of January 18th, 1947.

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1039

AN ORDINANCE 6709

APPROPRIATING \$4.10 OUT OF THE 1947 GENERAL FUND, CORPORATION COURT, TO PAY FRED HUNTRESS, COUNTY CLERK, FOR QUALIFYING FEES FOR NOTARY PUBLIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4.10, be and the same is hereby appropriated out of the 1947 General Fund, Corporation Court, to pay Fred Huntress, County Clerk, for qualifying fees for Notary Public in Bexar County, as shown below:

Elise Linn.....\$2.05
Opal Kirk Mosely 2.05
\$4.10

PASSED AND APPROVED on the 26th day of February, 1948.

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

APPRO. NO. 1040

AN ORDINANCE 6710

REPEALING AND ORDINANCE OF JANUARY 8, 1948, BEING COUNCIL APPROPRIATION NO. 858 FOR \$316.00 OUT OF THE AIRPORT ADMINISTRATION BLDG., B-45 FUND, MADE PAYABLE TO THE TRINITY TESTING LABORATORIES, INC. (ACCOUNT OF BEING DUPLICATED)

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, whereas an Ordinance passed and approved on January 8, 1948, being Council appropriation No. 858, appropriating \$316.00 out of the Airport Administration Building B-45 Fund, payable to the Trinity Testing Laboratories, Inc., for tests on Soils and tests on Pit Run Gravel was previously appropriated by Council Appropriation No. 646:

now, be it ordained by the Commissioners of the City of San Antonio, that the sum of \$316.00, heretofore appropriated by Council Appropriation No. 858, out of the said Airport Administration Building B-45 Fund, be and the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 26th day of February, 1948.

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

AN ORDINANCE 6711

ACCEPTING THE PROPOSAL OF, AND CREATING CONTRACT WITH MILTON A. FRIEDRICH, FOR GRAVEL.

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

1. That this ordinance makes 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 Milton A. Friedrich, of San Antonio, Texas, for gravel from pit located on the old Frio City Road, at the corner of Frio City Road and Military Drive; payment for such gravel to be made upon estimates and statements approved by the City Engineer.

2. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6712

MAKING CONTRACT WITH GENERAL MOTORS CORPORATION FOR A FLEET USER AGREEMENT.

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

1. That this ordinance makes and manifests the contract between the General Motors Corporation and the City of San Antonio, for a Government Fleet User Agreement, in words and figures as set forth in the attached exhibit which is made a part hereof for all intents and purposes.

2. The Mayor of the City of San Antonio and the City Clerk of the City of San Antonio are authorized to execute this attached document on behalf of the City of San Antonio, and when it is executed by all parties hereto, it becomes the contract as expressed therein.

3. PASSED AND APPROVED this 26th day of February, A.D. 1948

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6713

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.

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

1. That this ordinance makes and manifests the contract between the City of San Antonio and the State of Texas, for the construction of the First Stage Development of the National Interstate Highways Project between Martin Street and Guadalupe Street, within the City of San Antonio, designated UI-1083 (6)- Contract 1, the State of Texas represented herein by the State Highway Engineer, party of the First Part, and the City of San Antonio, of the County of Bexar and State of Texas, represented herein by its Mayor, authorized by this ordinance, Party of the Second Part, WITNESSETH:

2. WHEREAS, the State Highway Commission as evidenced by its Minute Number 21108 has carefully investigated the routes proposed in a project submitted to the said City by the said Highway Commission pursuant to City Ordinance entitled "AN ORDINANCE SUBMITTING A PROJECT FOR AN URBAN EXTENSION OF THE NATIONAL SYSTEM OF INTERSTATE HIGHWAYS TO STATE HIGHWAY COMMISSION BY THE CITY OF SAN ANTONIO", which was duly passed and approved on the 22nd day of March, A.D. 1945, being herein-after referred to as the "Project", and has found the proposed routes to be of unquestionable merit from the standpoint of relief of traffic and of speeding up the movement of inter-city and intra-city traffic; and,

3. WHEREAS, by the same Minute Number 21108, the State Highway Commission has set forth tentative plans and conditions relating to the Project and has provided that said Minute Number 21108 constitutes a tentative proposal for basis of a formal agreement to be in the future executed by the duly authorized officials of the parties hereto; and,

4. WHEREAS, on the 15th day of April, A.D. 1945, the City by City Ordinance duly passed and approved and entitled "AN ORDINANCE ACCEPTING TENTATIVE PROPOSAL OF TEXAS HIGHWAY DEPARTMENT FOR AN URBAN EXTENSION OF THE NATIONAL SYSTEM OF INTER-STATE HIGHWAYS IN SAN ANTONIO, BEXAR COUNTY, TEXAS", accepted this tentative proposal of the Texas Highway Commission as a basis for such formal agreement to be in the future duly executed for the purpose of carrying out the Project for an urban extension of the National System of Interstate Highways in said City, and accepted same as tendered on the 24th day of March, A.D. 1945, by the Texas Highway Commission in said Minute Number 21108; now,

5. THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is understood and agreed as follows:

6. That the City hereby requests and authorizes the State, through its Highway Department to enter upon, construct and subsequently maintain the said Project at the location, to the lines and grades, and in the manner shown and prescribed by the plans therefor, which plans shall be furnished by the State and when approved by the parties hereto, shall be then annexed and become part hereof.

7. The City agrees to acquire by purchase or condemnation at its own expense, and furnish to the said Project, a public right of way free of all obstructions to its construction, use and maintenance, whether on, below or above the surface thereof; of a width sufficient for its proper construction, safe use and subsequent maintenance, and adequate for the installation of certain access features at points of interchange; all as shown on said plans as are attached hereto as provided under Para. 14 of the Agreement.

8. The City agrees to secure such right of way as described upon request by the State on those sections of the said Project for which plans approved by both parties have been annexed hereto, including the right of access to and from abutting or adjacent lands, as so authorized under Article 1085a of the Revised Civil Statutes of the State of Texas.

9. That all City ordinances are regulations, or parts thereof, now existing or which may become effective subsequent to the entering into of this Agreement, which pertains to streets or public ways, or to the traffic thereon, which contravene the purpose of this Project shall not be enforceable on this Freeway or system of Freeways; provided, however, that all City police ordinances and regulations and other regulatory ordinances affecting the operation of automotive vehicles are continued in full force and effect, unless and except when they operate in conflict with any provision of this Agreement, in which event the provisions of this contract shall prevail.

10. That the type of civic development along and adjacent to the Freeway will materially affect the capacity and efficiency thereof; wherefore the City agrees it will by proper Ordinance or otherwise provide such zoning regulations regarding use of property adjacent to and in the nearby vicinity thereof, as will be mutually advantageous to the said purpose of said Project and to the planned civic development of the areas thereby traversed.

11. That all overhead telephone and electric lines along and across the Freeways would constitute unsightly and serious hazards, and that such lines as water lines, gas lines, sewer lines and other similar installations underlying the improvements of the Project would operate as a factor of continual deterioration and destruction of said improvements, and would interfere with the desired unobstructed flow of traffic; wherefore, it is agreed that the City will at its own expense and of its own initiative remove or cause to be removed all such installations shown on approved plans to be so removed; provided, however, that such installations may be installed across the right of way when beneath the surface and sufficiently encased to prevent damages to the improvements of the project and to assure safety to the traffic thereon.

12. The City agrees to pay or cause to be paid to the State promptly, the cost of making repairs to the subgrade, pavement or other facilities made necessary by reason of the installation, repair, removal or adjustment of any utility line or similar installation, whether publicly or privately owned, and which may occur after completion of the Project.

13. That the storm drainage of the areas traversed by the Project is a factor of prime importance to the successful achievement in all-weather facility in this Project; wherefore the City agrees to assume total responsibility for adequate storm drainage facilities for all such areas except where the drainage of such areas or part thereof is expressly provided for by approved plans; and the City further agrees to refrain from utilization of drainage facilities so provided unless and until at its own expense it has increased the capacities thereof in a manner and adequacy satisfactory to the State to carry the increased flow.

14. That all completed plans of the Project are incorporated in this Agreement, and shall in all respects and for all purposes stated herein be a part hereof. All plans not complete as of this date shall be later approved by the properly authorized representatives of both parties hereto, and shall upon such approval become ipso-facto a part of this contract in all respects and for all the purposes stated herein.

15. That the State will provide without cost to the City for the construction work shown on this mutually approved plans to be performed by the State, including cost of engineering supervision of the proposed construction.

16. That as long as the Project is the route of a designated State or Federal highway the State will maintain same except where the improvements so made are to serve principally as a Community Street; and except where the storm drainage facilities so provided are outside the areas required to contain the Freeways and the Facilities for Access thereto, in which instance it is agreed that the City shall assume the maintenance of such portions of the Project.

17. That as long as the Project is the route of a designated State or Federal highway, the State will assume all costs of operating the Lighting Installation and Traffic Signal Devices as are shown on the mutual approved plans to be essential in illuminating the Freeways and Interchange Facilities, and in controlling the flow of traffic thereon.

18. That the City shall indemnify the State against any and all damages or claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out of, incident to, or in any way connected with the construction or existence of the work proposed by said plans, or its use when completed; and also hereby agrees to indemnify the State against any and all court costs, attorneys' fees and all other expenses in connection with suits for such damage, and shall when so requested, assist or relieve the State from defending any such suits brought against it.

19. Nothing in this Agreement shall be construed to place any liability on the City for personal injury arising out of the operations of constructing the Project proposed by said mutually approved plans, or in the maintenance thereof when performed by the State under this Agreement.

20. It is further understood and agreed between the parties hereto that the performance of the work proposed under this agreement shall never be the basis for any claim for State assumption or participation in the payment of any obligation of the City incurred in the past or present improvement of any City street.

21. Property owners of any adjacent property are hereby directed to remove any encroachments within the construction proposed by the plans.

22. The owners of all public utilities are directed to make the necessary adjustments of their facilities at the expense of the public utility within the construction areas proposed by the plans.

23. Upon the completion of this contract, the City will provide for the establishment and enforcement of one-way traffic flow on South Pecos Street and South San Saba Street, so that traffic on South Pecos Street will move one way to the south between Morlaes Street and Colima Street, and on South San Saba Street, one way to the north between Colima Street and North Laredo Street.

24. The Mayor and City Clerk are authorized to execute this instrument and ordinance as the contract of the City of San Antonio, and when it has been approved by the State Highway Engineer and other proper officers of the State of Texas, it shall become the contract as herein specified.

25. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

26. EXECUTED on behalf of the State of Texas, by _____, this _____ day of _____ A.D. 1948.

APPROVED:

THE STATE OF TEXAS

Chairman, State Highway Commission

By _____

State Highway Engineer

Member, State Highway Commission

APPROVAL RECOMMENDED:

Member, State Highway Commission

Engineer Manager.

* * *

AN ORDINANCE 6714

MAKING A DEED TO H. B. ZACHRY COMPANY, AND CLOSING
PART OF CULLIN AVENUE.

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

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

2. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, Mayor, for and in consideration of the sum of \$500.00 to it in hand paid by H. B. Zachry Company, a corporation, receipt of which is acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto H. B. Zachry Company, a corporation, of San Antonio, Bexar County, Texas, the following tract of land situated in the City of San Antonio in Bexar County, Texas, described as follows, to-wit:

3. A parcel of land 50 feet wide and 660 feet long, separating New City Blocks 9341 and 9342, formerly part of Cullin Avenue, situated within the corporate limits of the City of San Antonio, more particularly described as follows: Beginning at a point on the South line of Grosvenor Street, said point being 500 feet in a Westerly direction along the South line of Grosvenor Street from the intersection of the South line of Grosvenor Street with the West line of Logwood Avenue, which is the present Southeast corner of Grosvenor Street and Cullin Avenue, and which is the Northeast corner of this tract; thence in a Southerly direction parallel and 500 feet West of the West line of Logwood Avenue 660 feet to a point on the North line of 4th Street, which is the present Northeast corner of Cullin Avenue and Fourth Street and the Southeast corner of this tract; thence in a Westerly direction 50 feet to a point which is the present Northwest corner of Cullin Avenue and Fourth Street and the Southwest corner of this tract; thence in a Northerly direction parallel and 550 feet West of the West line of Logwood Avenue 660 feet to a point on the South line of Grosvenor Street, which is the present Southwest corner of Cullin and Grosvenor Street and the Northwest corner of this tract; thence in an Easterly direction 50 feet to the place of beginning.

4. That part of Cullin Avenue included within the boundaries of the property described herein is no longer required as a public street and is abandoned as such. The property herein described shall be attached to New City Block 9341 and shall be designated as Lot 9 thereof.

5. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said H. B. Zachry Company, its successors and assigns; and the said City of San Antonio does hereby bind itself, its successors and assigns to warrant and forever defend the title to said property unto the said H. B. Zachry Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the City of San Antonio.

6. PASSED, APPROVED AND EXECUTED this 26th day of February, 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 6715

ABANDONING AND CLOSING CASTRO ALLEY IN NEW CITY BLOCK
2119, AND MAKING A DEED OF EXCHANGE BETWEEN THE CITY
OF SAN ANTONIO AND GERTRUDE JORRIE.

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

1. That the east 110 feet of the present alley through New City Block 2119 is abolished and closed hereby.

2. That this ordinance makes and manifests the deed of exchange between the City of San Antonio and Gertrude Jorrie, for and in consideration of the execution of this instrument and exchange of land of equal value, in words and figures as follows:

3. That Gertrude Jorrie, a single woman, of the County of Bexar and State of Texas, for and in consideration of the premises, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the City of San Antonio, a municipal corporation, of the County of Bexar and State of Texas, that certain tract of land out of Lot 7, New City Block 2119, in the City of San Antonio, Bexar County, Texas, for use as an alley, more particularly described as follows:

4. Beginning at a point in the South line of Poplar Street, said point being the Northwest corner of Lot 7, and the Northwest corner of this tract; thence in an Easterly direction along the South line of Poplar Street 20 feet to a point, which is the Northeast corner of this tract; thence in a Southerly direction and parallel to the West line of Lot 7, 160 feet to a point on the North line of a 19.6 foot alley, which is the Southeast corner of this tract; thence in a Westerly direction along the North line of the 19.6 foot alley 20 feet to the Southwest corner of Lot 7, which is the Southwest corner of this tract; thence in a Northerly direction along the West line of Lot 7, 160 feet to the place of beginning.

5. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of San Antonio, a municipal corporation, its successors and assigns, forever; and the said Gertrude Jorrie does hereby bind herself, her heirs and assigns, to warrant and forever defend the title to said property unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

6. That the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, for and in consideration of the premises, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Gertrude Jorrie, a single woman, of the County of Bexar and State of Texas, the East 110 feet of an alley in New City Block 2119 in the City of San Antonio, County of Bexar and State of Texas, more particularly described as follows:

7. Beginning at a point on the North line of a 19.6 foot alley, said point being 20 feet in an Easterly direction along the North line of said 19.6 foot alley from the Southwest corner of Lot 7, which is the Northwest corner of this tract; thence in an Easterly direction along the North line of said 19.6 foot alley, 104 feet to a point on the West line of the SA&AP RR right-of-way, which is the Southeast corner of Lot 7 and the Northeast corner of this tract; thence in a Southeasterly direction along the West right-of-way line of the SA&AP RR 20.5 feet to a point, which is the Northeast corner of Lot 16, and the Southeast corner of this tract; thence in a Westerly direction along the South line of 19.6 foot alley, 110 feet to a point, said point being 20 feet in an Easterly direction along the South line of 19.6 foot alley from the North west corner of Lot 14, which is the Southwest corner of this tract; thence in a Northerly direction 19.6 feet to the place of beginning.

8. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Gertrude Jorrie, her heirs and assigns forever; so that neither the City of San Antonio nor its successors nor assigns nor any person claiming under it, shall at any time hereafter have, claim or demand any right or title in and to the aforesaid realty, nor any part thereof.

9. That the property last described herein shall be attached to New City Block 2119 and designated as 17.

10. The parties hereto release any lien which might result from the exchange of real estate.

11. In testimony whereof, the City of San Antonio, a municipal corporation acting by its Mayor, Alfred Callaghan, authorized hereby, does sign, execute and deliver this instrument and affix the corporation seal of the City hereto, attested by its City Clerk; and Gertrude Jorrie a single woman, does sign, execute and deliver this instrument.

12. The foregoing instrument in writing constitutes the entire consideration for the conveyance of said property, there being no other written nor any parole agreement with any officer or employee of the City, it being understood that the Charter of the City requires all contracts of the City to be in writing, and adopted by Ordinance.

13. PASSED, APPROVED AND SIGNED this 26th day of February, A.D. 1948.

ATTEST:

CITY OF SAN ANTONIO

/s/ J. Frank Gallagher

/s/ By: Alfred Callaghan

J. Frank Gallagher

Alfred Callaghan

City Clerk

M A Y O R

14. SIGNED, EXECUTED AND DELIVERED, this 26th day of February, A.D. 1948

/s/ Gertrude Jorrie

Gertrude Jorrie

* * *

AN ORDINANCE 6716

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND
LONGHORN AIRCRAFT 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 Longhorn Aircraft 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 March 1st, 1948 and ending on February 28, 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. Hangar 602, Building 625 and Building 555. Said structures located on Stinson Field, San Antonio, Texas and to be used for storage, sales and maintenance of Aircraft.
4. The amount of the rent for this property is \$453.50 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 \$453.50 each month for the term hereof, and in addition to the charges specified herein.
5. The Lessee is authorized to sell aviation gasoline and aviation petroleum products on Stinson Field Municipal 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. 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.
7. 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.
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 Marshal 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 herewith 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 the 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 and Police departments and Fire Department, 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. The Lessee shall hold and save the City harmless from any and all claims or whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all right, franchise or license granted hereunder, whether such claim results from the negligence of the Lessee or not. In this connection, it is understood and agreed that the Lessee will obtain suitable and appropriated public liability insurance and property damage insurance.

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 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

25. APPROVED AND ACCEPTED this 26th day of February, A.D. 1948.

LONGHORN AIRCRAFT CORPORATION

By: Sig: Illegible
(Authorized Agent)

* * *

AN ORDINANCE 6717

GRANTING A PERMIT TO MR. R. E. HILDEBRAND DOING BUSINESS UNDER THE NAME OF RIO VISTA FARMS, AS AN INDEPENDENT OPERATOR, TO FARM AND CUT GRASS ON THE SAN ANTONIO MUNICIPAL AIRPORT.

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

1. That this ordinance makes and manifests the granting of a permit by the City of San Antonio, a municipal corporation of the County of Bexar, of the State of Texas, to Mr. R. E. Hildebrand, doing business under the name of Rio Vista Farms, as an independent operator, to farm and cut grass on the San Antonio Municipal Airport under the following conditions.

a. Mr. R. E. Hildebrand will cut grass and farm only those areas on the Municipal Airport designated by the Airport Management if he desires.

b. Mr. R. E. Hildebrand agrees to pay all the expenses incident to this permit.

c. Mr. R. E. Hildebrand will plow and harrow in those places and plant only those plants that will not interfere with the operation of the Airport.

2. This permit shall become effective on March 1, 1948 and expire on February 28, 1951, unless cancellation is mutually agreed upon at a former date.

3. The consideration s to be paid by Mr. R. E. Hildebrand for this permit shall be fifteen percent (15%) of all grain, feed or any other items harvested from the Airport as a result of this permit for the first two years and twenty percent (20%) thereafter. The percentages to be delivered in the form of units peculiar to the type of plant, such as bales, bags, shocks, etc. on the spot where it may be collected by authorized representatives of the City of San Antonio.

4. Mr. R. E. Hildebrand may bale other grass mowed by the Airport personnel if authorized, however, no bale or other object will be allowed to remain on the Airdrome where it will constitute a flight hazard.

5. Mr. R. E. Hildebrand agrees that he and all of his employees shall abide by the ordinances, rules and regulations of the City of San Antonio and the Airport Management while operating on City property, and all orders and requirements imposed by the Board of Health, Sanitary and Police Departments, for the correction, prevention and abatement of nuisances connected with said operations for the term of this permit.

6. Authorized representatives of the City of San Antonio shall have the right at all reasonable times to inspect and inventory the crops harvested by Mr. R. E. Hildebrand on the Airport,, to insure that the City of San Antonio is obtaining the proper percentages as enumerated herein.

7. The City of San Antonio will be held harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by Mr. R. E. Hildebrand, of any and all rights, franchise or license granted hereunder.

8. 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 this permit forfeited at its discretion.

9. Mr. R. E. Hildebrand agrees that he will not assign this permit nor sublet, transfer or sell to any person, firm or corporation, the whole or any part of said permit without having first obtained the consent of the City of San Antonio in writing.

10. The City of San Antonio agrees that the employees necessary for Mr. R. E. Hildebrand to accomplish the labor in farming and harvesting the crops on the Airport, may camp on the Airport if and when suitable space is available and under conditions determined by the Airport Manager.

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

12. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

13. APPROVED AND ACCEPTED this 26th day of February, A.D. 1948.

RIO VISTA FARMS

/s/ R. E. HILDEBRAND
Mr. R. E. Hildebrand
Permittee - Owner

* * *

AN ORDINANCE 6718

TERMINATING LEASE AT STINSON FIELD BETWEEN MORGAN AND McCULLY AND THE CITY OF SAN ANTONIO.

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

1. That the lease between Morgan and McCully and the City of San Antonio, for space in the northwest section of the ground floor of the Administration Building on Stinson Field, created by an ordinance passed and approved on the 3rd day of July, 1947, is terminated as of the 29th of February, 1948, by agreement of the parties thereto.

2. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6719

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND ALLEN M. RUSSELL, 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 Allen M. Russell, and Individual, Lessee, of the County of Bexar and State of Texas, WITNESSETH:

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 26th day of February, 1948 and ending on the 25th day of February, 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 613. Said property located at Stinson Field, San Antonio, Texas, and to be used for the Operation of a flying school.

4. The amount of the rent for this property is \$60.00 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 \$60.00 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 per month; 6th Airplane operated and each thereafter, \$10.00 per month.

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

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

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

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

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

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

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

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

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

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

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

17. Lessee shall hold and save the City harmless from any and all claims 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.

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

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

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

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

22. PASSED AND APPROVED this 26th day of February, A.D. 1948.

Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

23. APPROVED AND ACCEPTED this 26th day of February, A.D. 1948.

Lessee

/s/ Allen M. Russell
Allen M. Russell, an Individual

* * *

AN ORDINANCE 6720

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND
MABEL WALTERS, A FEMME SOLE.

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 Mabel Walters, A Femme Sole, 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 a term beginning March 1, 1948 and ending on February 28, 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. 608 square feet in Northwest section, ground floor, of Building 600, said structure located on Stinson Field, San Antonio, Texas, and is to be used exclusively for the operation of a Cage.
4. The amount of rent for this property is \$60.00 per month for the first six months, and \$50.00 per month plus 1 per cent of the gross sales per month for the second six months. The rent is 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. Payments on the percentage of gross sales shall be made on or before the 10th of each month following the sale during the second six months of this lease. Said Cafe shall remain open a minimum of six days per week which shall include Saturday and Sunday.
5. 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.
6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
8. The price charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.
9. The Lessee shall pay the gas, electricity and telephone rates imposed on the leased premises by arrangement with the representatives of these public utilities.
10. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit "B".
11. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
12. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
13. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
14. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary and Police departments, and Fire Department, for the correction, prevention and abatement of nuisances, in upon or connected with said lease during the said term of this lease, at his own expense.
15. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.
16. The Lessee agrees that he will not assign this lease nor sublet and will not transfer or sell or in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.

17. Lessee shall hold and save the City harmless from any and all claims 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 appropriated public liability insurance and property damage insurance.

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

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

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

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

22. PASSED AND APPROVED this 26th day of February, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

23. APPROVED AND ACCEPTED this 26th day of February, A.D. 1948.

/s/ Mabel Walters
Lessee, A Femme Sole

* * *

APPRO. NO. 1041

AN ORDINANCE 6721

APPROPRIATING \$25,004.79 (\$25,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$4.79 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY ONE (1) NOTE, NO. 47.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines, etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 47, of the 1947 General Fund Series, maturing on or before May 31st, 1948; and that the sum of \$4.79, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1947 General Fund Note, No. 47.

PASSED AND APPROVED on the 4th day of March, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 1042

AN ORDINANCE 6722

APPROPRIATING \$577.50 OUT OF THE 1947 GENERAL FUND, TAX ASSESSOR, TO PAY PAUL ANDERSON COMPANY FOR BINDING ASSESSMENT INVENTORY SHEETS FOR FISCAL YEAR 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$577.50, be and the same is hereby appropriated out of the 1947 General Fund, Tax Assessor, to pay Paul Anderson Company, for binding Assessment Inventory Sheets for Fiscal Year 1947 (66 Books at \$8.75 each) as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 4th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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