

AN ORDINANCE 15,490

ACCEPTING BID OF MRS. T. H. WU FOR PRIVILEGES AND CONCESSIONS ON THE PREMISES KNOWN AS THE CHINESE SUNKEN GARDEN (FORMERLY THE JAPANESE GARDEN); AND MAKING AND MANIFESTING CONTRACT

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

1. That the bid of Mrs. T. H. Wu dated the 10th of July, 1951, attached hereto and made a part hereof, for the lease of the privileges and concessions for operating a restaurant on property known as Chinese Sunken Garden (formerly the Japanese Garden), belonging to the City of San Antonio, the same being a part of the Old Spanish Grant lying north and northwest of the San Antonio River in what is known as Brackenridge Park, in the City of San Antonio, Bexar County, Texas, for the purpose of a residence and restaurant and the sale of fruits, drinks, tea, sandwiches, lunches and novelties, for the term beginning on the 12th day of July, 1951, and ending on the 31st day of May, 1953.

2. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, and Mrs. T. H. Wu of Bexar County, Texas, Lessee, for the lease of the privileges and concessions in said Chinese Sunken Garden (formerly the Japanese Garden) for the purpose of a residence and restaurant and sale of fruits, drinks, tea, sandwiches, lunches and novelties, for the term beginning the 1st. day of July, 1951, and ending the 31st day of May, 1953.

3. That the Lessor, for and in consideration of the mutual promises and covenants herein contained, leases, demises and lets unto Lessee the following described property: The premises known as the Chinese Sunken Garden (formerly the Japanese Garden), on property belonging to the City of San Antonio, the same being a part of the Old Spanish Grant lying north and northwest of the San Antonio River, in what is known as Brackenridge Park, in the City of San Antonio, Bexar County, Texas.

4. Lessee agrees to pay Lessor monthly, in advance, the sum of ^{Sixty} \$60.00 Dollars rental for the aforementioned premises, for the period beginning the 12th day of July, 1951, and ending on the 31st day of May, 1953. Lessee further agrees to make said payments at the office of the Commissioner of Taxation of the City of San Antonio at the City Hall, San Antonio, Bexar County, Texas.

5. Lessee covenants and agrees that the leased premises and appurtenances thereto attached and now owned by the City of San Antonio shall be used by Lessee for the purpose of a residence and sale of fruits, drinks, tea, sandwiches, lunches and novelties, as are usually sold and dispensed by similar businesses at similar places. It is expressly understood by and between the parties hereto that no malt, vinous or intoxicating liquors shall ever be kept, stored, sold or given away on the above described premises, and that no games of chance or gambling of any character or kind will be permitted by Lessee.

6. Lessee represents that he has carefully examined the premises and acknowledges the same to be suitable, safe, in good condition and sufficient for the purpose for which the same is to be used. It is expressly understood by and between the parties hereto that the Lessor herein agrees to keep and maintain the atmosphere and character of the Chinese Garden under this lease contract.

7. The Lessee agrees that he will take good care of said premises and suffer no waste, and shall, at his 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 time to keep all of said premises in a clean, sanitary and attractive condition.

8. The Lessee further agrees to furnish continuously throughout the period of this lease wholesome food service to the best of his ability to do so; and Lessee further agrees at his expense to comply with all laws, rules and regulations applicable to health, sanitation, and police departments of the City of San Antonio for the correction, prevention and abatement of nuisances in or upon or connected with the premises during the term of this lease.

9. The concessions shall be conducted in a quiet, clean, orderly manner and kept free from rubbish and debris; garbage and refuse shall be deposited in closed containers at places designated by the Superintendent of Garbage Collection. There shall be no loud or vulgar language at or near said place; no lewd women shall work or loiter at or near said place; no indecent, vulgar, or obscene pictures shall be exhibited, sold or given in the leased premises; no punchboard or slot machines shall be permitted therein; and, all of the City ordinances and State laws shall be enforced.

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

11. To secure the payment of rentals herein, Lessee grants unto Lessor a contract lien on all fixtures that are or may be installed by him 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.

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

13. Lessor reserves the right to exercise general supervision and control over the operations of Lessee under this lease as regards management and class of help employed, together with hours said establishment shall remain open reasonably for sale of foods and goods; all with the view of helping to insure the kind of service contemplated under the terms of this lease.

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

15. Lessee agrees, at his own expense, to furnish all fixtures and equipment necessary to conduct the restaurant and cafe in order to provide food and drink for customers who may desire to use said facilities. The type of fixtures, equipment and other arrangements in the leased premises shall be subject to the approval of the Commissioner of Sanitation, Parks and Public Property.

16. 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 in the amount of \$10,000.00 and \$20,000.00 at the expense of the Lessee.

17. In case of default in any of the above covenants, Lessor shall give Lessee written notice of such default, and if thereafter such default shall continue, Lessor may declare this lease forfeited at its discretion, and Lessor or Lessor's 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 or trespass, and without prejudice to any remedies for arrears of rent or breach of covenants; or, at the option of the Lessor, Lessor, or Lessor's agent or attorney may resume possession of the premises and re-let same for the remainder of the term at the best rent it can obtain; and the Lessor shall have a lien as security for rent aforesaid which may be due and unpaid, upon all of the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property belonging to Lessee which are or may be put on the demised premises.

18. 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.

19. The Lessor shall not assign, sub-let or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.

20. Products manufactured in San Antonio shall receive preference, price and quality being equal to the products manufactured elsewhere. The Lessee shall not permit substitution or misrepresentation of any products sold by him.

21. The prices charged for things sold shall at all time be reasonable and comparable with prices charged for the same articles at similar places in the City.

22. The Lessee shall file with the City Clerk a certified description of all fixtures placed on the premises herein described, and Lessee shall not remove any of such fixtures as long as Lessee is indebted to the City of San Antonio in any amount.

23. The foregoing instrument in writing constitutes the enagreement for this contract; there being no other written nor 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.

24. All other bids for concessions and privileges at the place herein described are hereby rejected.

25. PASSED AND APPROVED this 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

26. ACCEPTED AND EXECUTED as the lease contract between the City of San Antonio and the undersigned, for lease of the use of and privileges and concessions in Chinese Sunken Garden (formerly Japanese Garden, this day of A. D. 1951.

Lessee

AN ORDINANCE 15,491

ACCEPTING BID OF H. W. REINOLD FOR PRIVILEGES
AND CONCESSIONS FOR OPERATING A RESTAURANT
AT THE BRACKENRIDGE GOLF COURSE CLUB HOUSE;
AND MAKING AND MANIFESTING CONTRACT.

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

1. That the bid of H. W. Reinold, dated the 12th day of July, 1951, attached hereto and made a part hereof, for the lease of the privileges and concessions for operating a restaurant at the Brackenridge Park Golf Course Club House, located in Brackenridge Park in the City of San Antonio, Bexar County, Texas, for the term beginning the 1st. day of August, 1951, and ending the 31st day of May, 1953, is hereby accepted.

2. That this ordinance makes and manifests a contract between the City of San Antonio, Lessor, and H. W. Reinold of Bexar County, Texas, Lessee, for the lease of the privileges and concessions for operating a restaurant at the Brackenridge Park Golf Course Club House, located in Brackenridge Park, in the City of San Antonio, Bexar County, Texas, for the term beginning the 1st. day of August, 1951, and ending the 31st day of May, 1953.

3. That the Lessor, for and in consideration of the mutual promises and covenants herein contained, leases, demises and lets unto Lessee the following described property: That certain part of the Brackenridge Park Golf Course Club House now being used and occupied as a public restaurant, and the same being approximately 27 x 60 feet, situated in the east side on the north part of the building of said Club House, all of which property belongs to the City of San Antonio and is a part of the Brackenridge Park Golf Course, in the County of Bexar and State of Texas.

4. Lessee agrees to pay Lessor monthly, in advance, the sum of One Hundred Fifty three 87/100 (\$153.87) Dollars rental for the aforementioned premises, for the period beginning the 1st. day of August, 1951 and ending on the 31st day of May, 1953. Lessee further agrees to make said payments at the office of the Commissioners of Taxation of the City of San Antonio at the City Hall, San Antonio, Bexar County, Texas, Lessee further agrees to pay Lessor 25% of all gross income of said restaurant if the same is greater than the monthly rental stipulated.

5. Lessee covenants and agrees that the leased premises and appurtenances thereto attached and now owned by the City of San Antonio shall be used by Lessee for the purpose of the preparation and sale of food, drinks, candy, tobacco, periodicals, as are usually sold and dispensed by similar businesses at similar places. It is expressly understood by and between the parties hereto that no malt, vinous or intoxicating liquors shall ever be kept, stored, sold or given away on the above described premises, and that no games of chance or gambling of any character or kind will be permitted by Lessee.

6. Lessee represents that he has carefully examined the premises and acknowledges same to be suitable, safe, in good condition and sufficient for the purpose for which the same is to be used.

7. The Lessee agrees that it will take good care of said premises 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 in a clean, sanitary and attractive condition.

8. Lessee further agrees to furnish continuously throughout the period of this lease wholesome food service to the best of its ability to do so, being restricted only by imposed Federal food rationing regulations; and Lessee further agrees at its expense to comply with all laws, rules and regulations applicable to health, sanitation, and police departments of the City of San Antonio for the correction, prevention and abatement of nuisances in or upon or connected with the premises during the term of this lease.

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. To secure the payment 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.

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

12. Lessor reserves the right to exercise general supervision and control over the operations of Lessee under this Lease as regards management and class of help employed, together with hours said establishment shall remain open reasonably for sale of foods and goods; all with the view of helping to insure the kind of service contemplated under the terms of this lease.

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

14. Lessee agrees, at his own expense, to furnish all fixtures and equipment necessary to conduct a modern and up-to-date restaurant and cafe in order to provide food for customers who may desire to use the Golf Club restaurant facilities. The type of fixtures, equipment and other arrangements in the leased premises shall be subject to the approval of Commissioner of Sanitation, Parks and Public Property.

15. 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 in the amount of \$10,000.00 and \$20,000.00, at the expense of the Lessee.

16. In case of default in any of the above covenants, Lessor shall give Lessee written notice of such default, and if thereafter such default shall continue, Lessor may declare this lease forfeited at its discretion, and lessor or Lessor's 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 covenants; or, at its option Lessor or Lessor's agent or attorney may resume possession of the premises and re-let same for the remainder of the term at the best rent it can obtain; and the Lessor shall have a lien as security for rent aforesaid which may be due and unpaid, upon all of the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property belonging to Lessee which are or may be put on the demised premises.

17. 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.

18. The Lessee shall not assign, sub-let or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.

19. It is expressly understood and agreed between Lessor and Lessee that this lease is subject to all of the restrictions and reservations contained in the deed from The Water Works Company to the City of San Antonio and recorded in Volume 185, at page 183, of the Deed Records of the County of Bexar and State of Texas.

20. Products manufactured in San Antonio shall receive preference, price and quality being equal to the products manufactured elsewhere. The Lessee shall not permit substitution or misrepresentation of any products sold by it.

21. The prices charged for things sold shall at all times be reasonable and comparable with prices charged for the same articles at similar places in the City.

22. The concessions shall be conducted in a quiet, clean, orderly manner and kept free from rubbish and debris; garbage and refuse shall be deposited in closed containers at places designated by the Superintendent of Garbage Collection. There shall be no loud or vulgar language at or near said place; no lewd women shall work or loiter at or near said place; no indecent, vulgar, or obscene pictures shall be exhibited, sold or given in the leased premises; no punchboard or slot machines shall be permitted therein; and, all of the City ordinances and State laws shall be enforced.

23. The Lessee shall file with the City Clerk a certified description of all fixtures placed on the premises herein described, and Lessee shall not remove any of such fixtures as long as Lessee is indebted to the City of San Antonio in any amount.

24. The foregoing instrument in writing constitutes the entire agreement for this contract; there being no other written nor 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.

25. All other bids for concessions and privileges at the place herein described are hereby rejected.

26. PASSED AND APPROVED this 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

27. ACCEPTED AND EXECUTED as the lease contract between the City of San Antonio and the undersigned, for privileges and concessions for operating a restaurant at the Brackenridge Golf Course Club House, this 23 day of July, A. D. 1951.

/s/ H. W. Reinold
by Gailord G. Reinold

Lessee

AN ORDINANCE 15,492

ACCEPTING PROPOSAL OF, AND CREATING CONTRACT WITH
THURMAN BARRETT, JR., FOR FURNISHING GRAVEL

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

1. 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 Thurman Barrett, Jr., of P. O. Box 6098, Harlandale Station (6109 South Flores Street), San Antonio, Texas dated July 5, 1951, for furnishing gravel from pits located on Harding Boulevard and Mission Road; on Palo Alto Road, Villaret Boulevard, and East of Stinson Field on the old Mission Road; payment for such gravel to be made upon estimates and statements approved by the City Engineer.

2. That Ordinance No. 13322, passed and approved on the 9th day of November, A.D. 1950, is repealed hereby.

PASSED AND APPROVED on the 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,493

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE THE CITY LIMITS ON THE
PETITION OF HERBERT H. HOLMGREEN, JR.

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

1. That the petition of Herbert H. Holmgreen, Jr., for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1101 Wiltshire Ave STREET, LOT 17 BLOCK C.B. 5882 Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof; and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 19th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

The foregoing permit and the conditions are accepted.

/s/ Herbert H. Holmgreen Jr.

/s/ Erna Schweppe Holmgreen

AN ORDINANCE 15,494

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF TEXAS DEVELOPMENT COMPANY

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 705 Morningside Drive N. STREET, LOT 26, CO. BLOCK 5848 A, Block 1, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,495

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF TEXAS DEVELOPMENT COMPANY

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 717 Morningside Drive N. STREET, LOT 23, CO. BLOCK 5848-A Block 1 Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,496

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF TEXAS DEVELOPMENT COMPANY

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 721 Morningside Drive N. STREET, LOT 22, Co. Block 5848 A Block 1 Terrell Hills, and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.

AN ORDINANCE 15,497

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF CHARLES W. BRAY, KATHERINE O. BRAY

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER Garraty Rd. STREET, LOT East 11.2' of Lot 5 all of lot 6 and 7 West 22.5' Lot 8, Block 12, County Block 4054, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,498

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

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 601 Garrity Road STREET, LOT 1,2,3, and 4, BLOCK 12 County Block 4054, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,499

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF E. A. BASSE JR.

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 789 Grandview STREET, LOT 13-14-15, Co. Bl. 4054, Block 13, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made..

AN ORDINANCE 15,500

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF VERNON ANDERSON

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 752 Hot Wells Blvd, Lot East 37.91 of lot 6, West 42.09 of Lot 7, Block 6, Co. Bl. 5638, Hot Wells and no other person shall be permitted to use the said City sanitarysewers through the connection hereby made.

AN ORDINANCE 15,501

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF GEN & MRS. JOHN R. WALKER, JR.

SAME as Ordinance 15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 440 Geneseo Rd. STREET, LOT 3, BLOCK Tract 2B, CB 5093, Terrell Hills Addition and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,502

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

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 450 Geneseo Rd. STREET, LOT 2C BLOCK Co. B. 5093, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,503

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF D. G. JANSSEN

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1220 Wiltshire STREET, LOT 6 Small Block 4, Co. Bl. 5848, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,504

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF D G. JANSSEN

Same as Ordinance #15,493 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1221 Wiltshire STREET, LOT 22, Small Block 3, Co. B. 5848, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,505

AMENDING AN ORDINANCE PASSED JUNE 26, 1951
GRANTING RUBY BOWMAN, DOING BUSINESS AS COMMUNITY
BUS LINE, A PERMIT TO OPERATE A SHUTTLE BUS LINE
THROUGH THE WONDER HOMES SUBDIVISION AND JACKSON
TERRACE SUBDIVISION WITHIN THE CITY LIMITS OF THE
CITY OF SAN ANTONIO, TEXAS, BY REPEALING PARAGRAPH
5 THEREOF AND AMENDING SAME TO PROVIDE FOR PAYMENT
OF STREET RENTAL CHARGE IN ACCORDANCE WITH TERMS
OF ORDINANCE 5862 PASSED SEPTEMBER 11, 1947.

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

That ordinance granting Ruby Bowman, an adult feme sole, doing business as Community Bus line, a permit to operate a shuttle bus line through the Wonder Homes Subdivision and Jackson Terrace Subdivision within the city limits of the City of San Antonio, passed and approved on the 26th day of June, 1951, and recorded in Minute Book Y, page 382, and Ordinance Book W, page 206, be and the same is hereby amended as follows:

1. Section 5 of said ordinance is hereby amended by repealing Section 5 as same appears in said ordinance passed on June 26, 1951, and the following provision is enacted in lieu thereof:

"5. That Ruby Bowman shall pay to the License & Dues Collector of the City of San Antonio a street rental charge in accordance with the provisions of Ordinance 5862, passed September 11, 1947, and recorded in Ordinance Book P, pages 642-643."

2. PASSED AND APPROVED this 19th day of July, A. D. 1951.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
Mayor

AN ORDINANCE 15,506

GRANTING THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A "DRIVE-UP TELLER" ON SOLEDAD STREET

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

1. That the right, privilege and franchise is hereby granted to National Bank of Commerce of San Antonio to construct, maintain and operate a device that is known as a "Drive-Up Teller" on Soledad Street (north of West Commerce Street) adjacent to the curb and on the sidewalk so that persons who desire to do business with the Bank can drive on Soledad Street adjacent to the curb and transact their business with the Bank by means of the "Drive-up Teller" at the space and location described as follows, to-wit:

2. The "Drive-Up Teller" may be installed on the sidewalk on the west side of Soledad Street north of West Commerce Street, on the building side of said Bank, at a point located approximately 180 feet north of the intersection of Soledad and West Commerce Streets.

3. That the right, privilege and franchise is subject to the following terms and conditions, and the violation of any one of which shall be grounds for termination of all the rights granted hereunder:

(a) This right and franchise is subject to the provisions of the Charter of the City of San Antonio as it now exists, or as hereafter may be adopted or amended, and the ordinances of the City of San Antonio now in effect or those which may hereafter be passed and adopted;

(b) The governing body of the City of San Antonio shall always have the right to terminate and cancel this right and franchise if the exercise of the same, either in whole or in part, is inconsistent with public use and enjoyment of said public thoroughfare or is likely to become inconsistent with or in conflict with the use and occupancy and the full enjoyment of the public streets and thoroughfares in the vicinity of this franchise;

(c) That the grantee herein shall maintain the whole installation in connection with the "Drive-up Teller" to the satisfaction of the Commissioner of Fire and Police of the City of San Antonio.

4. Grantee shall save and hold the City of San Antonio harmless from any and all claims growing out of or in any way related to the occupancy and enjoyment of this franchise, grant or easement and if the City of San Antonio is ever made defendant in any action, directly or indirectly based upon the use, occupancy and enjoyment of this franchise, easement and grant, the said City of San Antonio shall have the right, at its option, to implead the grantee, its successors and assigns. In this connection, the grantee agrees to hold the City of San Antonio whole and harmless against any claim or expense of whatsoever kind and character that may be incurred in the defense of any suit or claim that may be asserted against the City of San Antonio by virtue of the granting of this franchise. Grantee shall maintain, at its own expense, adequate personnel which shall supervise the patrons employing the use of said "Drive-up Teller" at all times on week days between the hours of 7:00 A.M. and 3:00 P.M. except Saturdays after 12:00 M. and except holidays and Sundays, in order to avoid traffic congestion on said Soledad and West Commerce Streets.

5. That all of the provisions of this franchise and grant shall be binding upon the grantee as well as its successors and assigns and anyone holding under it, by lease or otherwise.

6. That the right, privilege and franchise hereby granted is granted, subject to the provisions herein contained, for a period of ten (10) years from the date of the acceptance as hereinafter provided for, unless earlier changed, cancelled or forfeited as provided herein, and it is distinctly understood that the grantee shall during the said period pay on the second day of January of each and every year during the term of said franchise the sum of FIVE HUNDRED DOLLARS (\$500.00), for the right, privilege and franchise hereby granted; the said grantee shall pay to the City of San Antonio said sum immediately upon the passage and acceptance of this ordinance, for the calendar year 1951, and shall pay said sum of Five Hundred Dollars (\$500.00) on the 2nd day of January of each year thereafter; and provided further that the compensation herein provided shall be in addition to all lawful advalorem taxes levied under and by virtue of the Charter of the City of San Antonio.

7. In the event the Commissioners of the City of San Antonio should, by resolution, terminate this grant for any reason whatsoever, said determination when expressed by resolution shall be deemed final and conclusive and not subject to review by the courts, and the grantee shall forthwith remove the installation and restore the sidewalk, curb or street, or any portion of the public property occupied by such "Drive-up Teller" to its former condition to the full satisfaction of the Commissioner of Fire and Police at its own cost and expense. In the event the grantee should refuse to remove the installation when directed by the Commissioners, then in that event it shall be the duty of the Commissioner of Fire and Police to remove the installation and restore the street, curb or sidewalk, or any portion of the public property used for that purpose to its previous condition, bearing in mind the public safety, keep an account of such cost and charge the same to the grantee, and the grantee agrees to promptly reimburse the City of San Antonio for such expense.

8. That there shall be no parking of any vehicle whatsoever on the said part of Soledad Street along the west curb from the intersection of Soledad Street and West Commerce Street a distance of 60 feet from the entrance to the National Bank of Commerce Building.

9. That upon a final passage of this ordinance, the grantee shall file in writing a letter of acceptance within ten (10) days accepting the terms and conditions of this grant, and agreeing to be bound thereby. Failure to make such acceptance shall render this instrument void and of no further effect whatsoever.

10. The grantee herein, or its successors and assigns, shall have the right and privilege at any time it desires to surrender the franchise herein, and upon giving the City of San Antonio thirty (30) days' notice in writing, and shall remove the "Drive-UP Teller" and restore the sidewalk or street, or both, to their original condition, that is, as the same existed prior to the installation of the "Drive-up Teller", to the satisfaction of the Commissioner of Fire and Police of the City of San Antonio. When this is done, the franchise or grant shall be deemed to have been terminated; otherwise, it shall continue as provided in Section 6 hereof. In the event the grantee surrenders the franchise before the end of the calendar year, any excess payments will be refunded to the grantee.

11. That this ordinance shall become effective from and after its passage, as in the Charter in such cases made and provided.

12. PASSED AND APPROVED this 19th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,507

APPOINTING AND CONFIRMING MR. FELIX L. CORSER
TO THE POSITION OF CITY PURCHASING AGENT

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

1. That Mr. Felix L. Corser is appointed and confirmed to the position of City Purchasing Agent effective immediately and to continue from month to month until otherwise ordered.

PASSED AND APPROVED on the 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,508

CREATING THE POSITION OF COMPLAINT AND APPEALS
ATTORNEY FOR THE CORPORATION COURT OF THE CITY
OF SAN ANTONIO, TEXAS, AND APPOINTING WILLIAM G.
BROWN TO SAID POSITION.

WHEREAS an emergency has arisen as a result of numerous appealed cases from the Corporation Court which necessitates the creation of the position of Complaint and Appeals Attorney.

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

1. That the position of Complaint and Appeals Attorney for the Corporation Court of the City of San Antonio is hereby created.

2. That William G. Brown be and he is hereby appointed and confirmed as Complaint and Appeals Attorney of the Corporation Court of the City of San Antonio, Texas, for the term beginning July 16th, 1951, and to continue from month to month until otherwise ordered.

3. PASSED AND APPROVED this 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

Before passage of the following Ordinance #15,509, Mr. Leslie Byrd, Attorney for the San Antonio Transit Company, made a pledge for the said Company that they would immediately in writing clarify the status of the rates in the area of Los Angeles Heights and vicinity by including them in the central or 1st. zone as was heretofore the case in the original Charter of June 22, 1944.

*Amended 7/31/51
OB '4' Page 87*

AN ORDINANCE 15,509

AN ORDINANCE AMENDING AN ORDINANCE, AS AMENDED, RELATING TO THE RATES OF FARE FOR THE TRANSPORTATION OF PASSENGERS FOR HIRE WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO TO BE CHARGED BY SAN ANTONIO TRANSIT COMPANY

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

That the ordinance No. 1151 passed and approved on June 22, 1944, as amended by ordinance No. 7332 passed and approved on June 10, 1948, be and the same is hereby amended so as to provide that beginning with the commencement of business of San Antonio Transit Company on July 20, 1951, the schedule of fares for the transportation of passengers within the corporate limits of the City of San Antonio shall be as shown in Exhibit "A" attached hereto and made a part hereof. At the expiration of a period of 120 days of operation under such schedule of fares, the same may be re-examined either at the instance of the City of San Antonio or San Antonio Transit Company, and on the basis of such re-examination may be either continued in effect or lowered or raised as the facts then determined may warrant.

This ordinance being necessary for the protection of public convenience, public health and public safety creates an emergency which requires that this ordinance becomes effective at once, and the rule which requires ordinances to be read at three separate meetings of the City Commission before receiving final action thereon having been suspended by a two-thirds vote of the full Commission and this ordinance having been passed by a four-fifths vote of the Commissioners of the City of San Antonio shall take effect from and after its passage and it is so voted.

PASSED AND APPROVED this 19th day of July, 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

	RATES OF FARE			
	1	2	3	4
	Central Zone	Second Zone	Third Zone	Fourth Zone
Cash Fare	10 cents	15 cents	20 cents	25 cents
Ticket Rate	None	5 for 60 cents	6 for \$1.00	5 for \$1.00
School Children (grade and high school)	20 for 80 cents	20 for \$1.00	20 for \$1.50	20 for \$2.00
Child's Cash Fare (5 to 12 years of age)	5 cents	8 cents	10 cents	13 cents
Children under 5 years when accompanied by adult revenue passenger	Free	Free	Free	Free
Police of City of San Antonio	Free	Free	Free	Free
Firemen of City of San Antonio	Free	Free	Free	Free
Transfers for one Continuous ride	Free	Free	Free	Free

1 The Central Zone is coextensive with the six mile square, of which the sides are equi-distant from what is known as the cupola of the Cathedral of San Fernando, and three miles therefrom with lines running east, west, north and south.

2 The Second Zone comprises territory beyond the limits of the Central Zone and lying not more than four and one-half miles from the said cupola of San Fernando.

3 The third Zone comprises territory beyond the limits of the Second Zone and lying not more than six miles from the said cupola of San Fernando.

4 The Fourth Zone comprises territory beyond the limits of the Third Zone and lying not more than seven and one-half miles from the said cupola of San Fernando.

AN ORDINANCE 15,510

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE, ON BEHALF OF THE CITY OF SAN ANTONIO, PIPE LINE AND CANAL CROSSING LICENSE WITH GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, DEBTOR, FOR PIPE LINE TO SAN ANTONIO MUNICIPAL AIRPORT

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute, on behalf of the City of San Antonio, Pipe Line and Canal Crossing License, dated July 2, 1951, with Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, for permission to install, keep and use, for conveying water (12 inch line) along or across the right of way or other grounds constituting a part of Carrier's railroad at or near San Antonio, Texas, a certain pipe line, to cross at Engineer's Chaining Station 13415-00 I.C.C., to carry water to the San Antonio Municipal Airport, as per License attached hereto and made a part hereof, numbered GN 340-1653.

2. PASSED AND APPROVED this 19th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 311

AN ORDINANCE 15,511

APPROPRIATING \$49.02 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-TAX RE-SURVEY ACCOUNT PAYABLE TO EDWARD J. GALLAGHER FOR SERVICES RENDERED AS SECRETARY

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

1. That the sum of \$49.02 be, and the same is hereby appropriated out of the 1951 General Fund - Proceeds of Notes-Tax Resurvey Account payable to Edward J. Gallagher for services rendered as secretary, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 21st day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

APPRO. NO. 312

AN ORDINANCE 15,512

REPEALING \$90.00 OUT OF APPROPRIATION NO. 308 FOR \$93.76, DATED JULY 19, 1951, PAYABLE TO GOLDEN WEST LUBRICATING COMPANY, OUT OF THE PARK REVENUE BOND-1945 FUND

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

1. That the sum of \$90.00 be, and the same is hereby repealed out of Appropriation No. 308 for \$93.76, dated July 19, 1951, payable to Golden West Lubricating Company, out of the Park Revenue Bond-1945 Fund.

PASSED AND APPROVED on the 21st. day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

APPRO. NO. 313

AN ORDINANCE 15,513

APPROPRIATING \$90.00 OUT OF THE PARK REVENUE BOND-1945 FUND PAYABLE TO MONARCH REFINING COMPANY TO PAY FOR GASOLINE USED AT WILLOW SPRINGS GOLF COURSE DURING THE MONTHS OF MAY, AND JUNE, 1951

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

1. That the sum of \$90.00 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND payable to Monarch Refining Company to pay for gasoline used at Willow Springs Golf Course during the months of May, and June, 1951, as per approved statements on file in the City Auditor's office.

PASSED AND APPROVED on the 21st day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

APPRO. NO. 314

AN ORDINANCE 15,514

APPROPRIATING \$619.11 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND PAYABLE TO VARIOUS FIRMS TO PAY FOR MISCELLANEOUS SUPPLIES AND MATERIALS

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

1. That the sum of \$619.11 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND payable to various firms to pay for miscellaneous supplies and materials, as per approved statements on file in City Auditor's office, as follows:

V. J. Keefe, Inc.	\$ 39.25
The Southern Company	103.21
Universal Concrete Products Co.	90.00
W. H. Winterborne & Sons	111.47
James Donaldson, Inc.	22.00
Mission Concrete Pipe Company	<u>253.18</u>
	\$619.11

PASSED AND APPROVED on the 21st day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

AN ORDINANCE 15,515

APPOINTING MEMBERS OF THE ZONING COMMISSION

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

1. The following members are appointed to the Zoning Commission, for the term ending May 31, 1953:

R. L. Lester, Chairman
A. L. Becker
R. N. White, Sr.,
John Toudouze
Louis Rodriguez
Paul F. Dawson
George De La Garza

PASSED AND APPROVED on the 21st day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

AN ORDINANCE 15,516

APPOINTING MEMBERS OF THE ZONING BOARD OF
ADJUSTMENT

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

1. The following members are appointed to the Zoning Board of Adjustment for term ending May 31, 1953:

- Henry Steinbomer, Chairman ✓
- J. L. Tiner
- Carl C. Wurzbach
- Henry A. Guerra
- J. J. Biasiolli, Sr.

PASSED AND APPROVED on the 21st day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

APPRO. NO. 315

AN ORDINANCE 15,517

APPROPRIATING \$27,768.76 OUT OF THE 1951 GENERAL
FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS TO
PAY CITY PUBLIC SERVICE BOARD FOR GAS AND
ELECTRICITY FOR THE MONTH OF JUNE, 1951

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

1. That the sum of \$27,768.76 be, and the same is hereby appropriated out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS to pay City Public Service Board for gas and electricity for the month of June, 1951, out of the following departments:

Public Affairs in General	\$ 61.57
Dept. of San., Parks & Publ. Prop.....	1099.45
Dept. of Fire & Police	44.11
Utilities	<u>26563.63</u>
	\$ 27,768.76

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 316

AN ORDINANCE 15,518

APPROPRIATING \$770.30 OUT OF THE ROBERT B. GREEN MEMORIAL HOSPITAL FUND TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF JUNE, 1951

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

1. That the sum of \$770.30 be, and the same is hereby appropriated out of the ROBERT B. GREEN MEMORIAL HOSPITAL FUND to pay City Public Service Board for gas and electricity for the month of June, 1951, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 317

AN ORDINANCE 15,519

APPROPRIATING \$365.00 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-TAX ASSESSOR AND COLLECTOR, PAYABLE TO INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONE(1) IBM ELECTRIC TYPEWRITER

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

1. That the sum of \$365.00 be, and the same is hereby appropriated out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-TAX ASSESSOR AND COLLECTOR, payable to International Business Machines Corporation for one (1) 12" Elite IBM Electric Typewriter, Serial #11-083360, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 318

AN ORDINANCE 15,520

APPROPRIATING \$12,660.19 OUT OF THE 1950 GENERAL FUND-PROCEEDS OF NOTES-PAYABLE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM FUND, CITY'S SHARE FOR THE MONTH OF MAY, 1951

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

1. That the sum of \$12,660.19 be, and the same is hereby appropriated out of the 1950 GENERAL FUND-PROCEEDS OF NOTES, payable to the Texas Municipal Retirement System Fund, City's Share for the month of May, 1951.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 319

AN ORDINANCE 15,521

APPROPRIATING \$26,790.77 OUT OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM FUND, PAYABLE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM, AUSTIN, TEXAS, COVERING MAY, 1951, DEDUCTIONS AND CITY'S SHARE

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

1. That the sum of \$26,790.77 be, and the same is hereby appropriated out of the TEXAS MUNICIPAL RETIREMENT SYSTEM FUND, payable to the Texas Municipal Retirement System, Austin, Texas, covering May, 1951, Deductions and City's Share.

PASSED AND APPROVED on the 26th day of JULY A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 320

AN ORDINANCE 15,522

APPROPRIATING \$4,203.72 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS, PAYABLE TO THE SOUTHWESTERN BELL TELEPHONE COMPANY FOR TELEPHONE SERVICE FOR THE MONTHS OF JUNE AND JULY, 1951

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

1. That the sum of \$4,203.72 be, and the same is hereby appropriated out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS, payable to the Southwestern Bell Telephone Company for telephone service for the months of June and July, 1951, allocated to the following departments:

Public Affairs in General	\$ 755.64
Dept. of Taxation	117.58
Dept. of Sanitation, Parks & Public Property	432.64
Dept. of Streets & Public Improvements	188.32
Dept. of Fire & Police	<u>2671.89</u>
	\$ 4203.72

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 321

AN ORDINANCE 15,523

APPROPRIATING \$18,632.89 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES, AND MISCELLANEOUS EXPENDITURES

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

1. That the sum of \$18,632.89 be, and the same is hereby appropriated out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS TO pay for materials, equipment, supplies, and miscellaneous expenditure, payable to the person, persons, or firms, as per approved purchase orders on file in the City Auditor's office, out of the following departments:

Public Affairs in General	\$ 2,982.53
Dept. of Taxation	63.70
Dept. of Sanitation, Parks & Public Property	6,030.71
Dept. of Streets & Public Improvements	2,180.42
Dept. of Fire & Police	3,920.54
Storeroom	<u>3,454.99</u>
	\$ 18,632.89

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 322

AN ORDINANCE 15,524

APPROPRIATING \$2,168.17 OUT OF THE 1950 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES, AND MISCELLANEOUS EXPENDITURES

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

1. That the sum of \$2,168.17 be, and the same is hereby appropriated out of the 1950 GENERAL FUND-PROCEEDS OF NOTES-VARIOUS DEPARTMENTS to pay for materials, equipment, supplies, and miscellaneous expenditures, payable to the person, persons, or firms as per approved purchase orders on file in the City Auditor's office, out of the following departments:

Public Affairs in General	\$ 392.23
Dept. of Taxation	1.92
Dept. of Sanitation, Parks & Public Property	702.23
Dept. of Streets & Public Improvements	73.14
Dept. of Fire & Police	<u>998.65</u>
	\$ 2,168.17

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 323

AN ORDINANCE 15,525

APPROPRIATING \$188,758.61 OUT OF THE 1951 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT TO PAY REGULAR SEMI-MONTHLY PAYROLL

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

1. That the sum of \$188,758.61 be and the same is hereby appropriated out of the 1951 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT, to pay the regular semi-monthly payroll for period ending July 31, 1951, as follows:

Public Affairs in General	\$ 33,281.93
Taxation Department	7,780.00
Parks, Sanitation & Public Property	27,811.00
Streets & Public Improvements	12,760.62
Police & Fire Departments	106,307.56
Municipal Defense Council	<u>817.50</u>
	\$ 188,758.61

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 324

AN ORDINANCE 15,526

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$299.75 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY, IN PAYMENT TO STRAUS FRANK COMPANY FOR ONE (1) ARO-100 FRIGIDAIRE ROOM AIR CONDITIONER

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

1. That payment be authorized to Straus Frank Company for one (1) ARO-100

Frigidaire room air conditioner, installed.

2. That the net cost of \$299.75 be, and the same is hereby appropriated out of the 1951 General Fund-Proceeds of Notes-Commissioner of Sanitation, Parks and Public Property, in payment to Straus Frank Company, 301 South Flores Street, San Antonio 6, Texas, in payment of the above described room air conditioner.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 325

AN ORDINANCE 15,527

APPROPRIATING \$1,700.00 OUT OF THE 1951 GENERAL FUND, RIVERS AND DITCHES, TO PAY THE PUBLIC HEALTH EQUIPMENT AND SUPPLY COMPANY, 517 N. W. 19TH STREET, SAN ANTONIO, TEXAS FOR 5,000 GALLONS OF LINDEAN SOLUTION FOR USE IN THE FOGGING MACHINE

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

1. That the sum of \$1,700.00 be and the same is here appropriated out of the 1951 General Fund, Rivers and Ditches Department, payable to the Public Health Equipment and Supply Company, 517 N. W. 19th Street, San Antonio, Texas, for the purchase of 5,000 gallons of Lindean Solution at thrity-four (34¢) per gallon, for the use of operation in the fogging machine.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 326

AN ORDINANCE 15,528

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH MOTOR TRUCK SALES 1133 BROADWAY, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Motor Truck Sales, 133 Broadway, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$2,113.45 from the 1951 General Fund-Garbage and Sanitation Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached bid proposal and making contract with Motor Truck Sales Company, 1133 Broadway, San Antonio, Texas to furnish the City of San Antonio Department of Garbage and Sanitation with one one and one-half ton truck with cab for \$2,113.45 and appropriating said amount for payment of same out of 1951 General Fund-Garbage and Sanitation.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 327

AN ORDINANCE 15,529

ACCEPTING PROPOSAL OF HOWARD STICH, CONTRACTOR,
FOR THE CONSTRUCTION OF KELLY AIR FORCE BASE
EXTENSION TO THE WEST SIDE MAIN SEWER; AUTHORIZING
THE MAYOR TO EXECUTE CONTRACT; AND APPROPRIATING
\$204,024.00 OUT OF THE 1951 GENERAL FUND

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

1. That the proposal of Howard Stich, Contractor, of 210 S.W. Military Drive, San Antonio, Texas, dated July 19, 1951, attached hereto and made a part hereof, for the construction of Kelly AIR FORCE BASE EXTENSION TO THE WEST SIDE MAIN SEWER, IN accordance with plans and specifications on file in the office of the City Sewer Engineer, for a total cost of \$204,024.00, be and the same is accepted hereby.

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

3. That all other bids are rejected hereby.

4. That the sum of \$204,024.00, be and the same is appropriated hereby out of the 1951 GENERAL FUND, to Howard Stich, Contractor, for this work, to be paid on estimates approved by the City Engineer.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 328

AN ORDINANCE 15,530

APPROPRIATING \$345.27 OUT OF THE SANITARY SEWER
PLANT & SYSTEM A-47 FUND, TO PAY H. B. ZACHRY
CO., FOR EXTRA WORK DONE IN CONNECTION WITH CON-
STRUCTION OF SEWAGE LIFT STATION FOR THE WEST
SIDE MAIN LOCATED AT SEWAGE DISPOSAL PLANT

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

1. That the sum of \$345.27, be and the same is appropriated hereby out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND, to pay H. B. Zachry Co., for EXTRA WORK DONE in connection with construction of Sewage Lift Station for the West Side Main located at Sewage Disposal Plant, as per approved letter dated October 31, 1950, attached to Estimate No. 4, on file in the office of the City Auditor, and in conjunction with Appropriation No. 641, dated October 5, 1950.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 329

AN ORDINANCE 15,531

APPROPRIATING \$7,730.00 OUT OF THE TRENCH
MAINTENANCE FUND PAYABLE TO KELLY CONSTRUCTION
COMPANY FOR CRUSHED ROCK FOR THE MONTH OF JUNE,
1951

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

1. That the sum of \$7,730.00 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND payable to Kelly Construction Company for crushed rock for the month of June, 1951, as per approved statements on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 330

AN ORDINANCE 15,532

APPROPRIATING \$5,178.43 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-STREET MAINTENANCE, PAYABLE TO VARIOUS FIRMS FOR PAVING MATERIALS

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

1. That the sum of \$5,178.43 be, and the same is hereby appropriated out of the 1951 GENERAL FUND-PROCEEDS OF NOTES-STREET MAINTENANCE, payable to various firms for paving materials, as per approved statements on file in the City Auditor's office, as follows:

Kelly Construction Company	\$ 1,909.95
Uvalde Rock Asphalt Company	<u>3,268.48</u>
	\$ 5,178.43

PASSED AND APPROVED on the 26th day of July A. D. 1951

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 331

AN ORDINANCE 15,533

REPEALING AN ORDINANCE PASSED AND APPROVED MAY 24, 1951, APPROPRIATING \$18,000.00 OUT OF STATE OR STATE-AID HIGHWAYS BONDS, A-49 FUND TO STEWART TITLE GUARANTY COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY JULIA F. ALSTON, A FEME SOLE, TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY AND APPROPRIATING \$18,000.00 OUT OF STATE OR STATE-AID HIGHWAYS BONDS, A-49 FUND TO STEWART TITLE GUARANTY COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY HENRY NORMAN ALSTON, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF JULIA F. ALSTON, DECEASED, ET AL TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY, (INTERREGIONAL HIGHWAY).

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

That an ordinance passed and approved May 24, 1951 appropriated Eighteen Thousand and 00/100 (\$18,000.00) Dollars out of State or State-Aid Highways Bonds, A-49 Fund to Stewart Title Guaranty Company in payment for land to be conveyed by Julia F. Alston, a feme sole, be and the same is hereby repealed and there is appropriated hereby Eighteen Thousand and 00/100 (\$18,000.00) Dollars out of State or State-Aid Highways Bond, A-49 Fund to Stewart Title Guaranty Company in payment for land to be conveyed by Henry Norman Alston, individually and as independent executor of the estate of Julia F. Alston, deceased, and Claudia Alston Haddock individually and as independent executor of the estate of Julia F. Alston, deceased, joined by her husband Arthur Haddock to the City of San Antonio for right-of-way for the Urban Expressway (Interregional Highway) being Lots 10 and 11, New City Block 3022 situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 332

AN ORDINANCE 15,534

APPROPRIATING \$2,284.00 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, TO BE DEPOSITED IN THE REGISTRY OF THE COURT, AND PAID OUT TO MRS. ELSIE PANCOAST NOBLE UNDER ORDER OF COURT IN SATISFACTION OF JUDGMENT IN CAUSE NO. 494, IN FAVOR OF SAID MRS. NOBLE AGAINST THE CITY OF SAN ANTONIO.

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

WHEREAS, in the case of City of San Antonio vs. Elsie Pancoast Noble, N. 494, the sum of \$1,216.00 has been heretofore appropriated and is now in the Registry of the Court, said sum being the amount of the award of the Special Commissioners in said cause;

WHEREAS, upon hearing of the matter by the Court the sum of \$3,500.00 was by the Court awarded to the said Mrs. Elsie Pancoast Noble as damages for the Condemnation and taking of said land;

Therefore, the sum of \$2,284.00 is hereby appropriated to make up the difference between the award of the Commissioners and the Judgment of the Court as damages, said property being acquired by the City of San Antonio for the Urban Expressway. This sum is to be paid into the Registry of the Court, to the County Clerk of Bexar County, Texas, and by him to be paid out under the orders of the judge of said County Court in satisfaction of the judgment in the above styled and numbered cause.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 333

AN ORDINANCE 15,535

APPROPRIATING \$1,000.00 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND, TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, TO BE DEPOSITED IN THE REGISTRY OF THE COURT, SAME BEING THE AMOUNT OF THE AWARD OF THE SPECIAL COMMISSIONERS IN THE CASE OF THE CITY OF SAN ANTONIO VS ESTATE OF MARION KOOGLER MCNAY ET AL, NO. 490 IN CONDEMNATION. SAID SUM SO DEPOSITED TO BE PAID OUT UNDER ORDERS OF THE COUNTY JUDGE UPON FINAL DISPOSITION OF SAID CAUSE

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

1. That the sum of One Thousand Dollars (\$1,000.00) be and is hereby appropriated out of the State or State-Aid Highway Bonds A-49 Fund to the County Clerk of Bexar County, Texas, to be deposited in the Registry of the Court, same being the award of the Special Commissioners appointed by the Court to assess the damages to the owner. The damages in this case are to be payable under the order of the Judge of Probate Court to the Frost National Bank, Trustee of the Estate of Marion Koogler McNay, Deceased, said Trustees being the owners of the legal title to the property taken in this Condemnation Proceeding, upon final disposition of the above styled and numbered cause, as provided by law.

2. This property was taken by the City for Widening North New Braunfels at and near the intersection of the Austin Highway and incidental purposes.

PASSED AND APPROVED on the 26th day of July, A.d. 1951

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 334

AN ORDINANCE 15,536

APPROPRIATING \$200.00 OUT OF THE STATE OR STATE-AID HIGHWAY BONDS A-49 FUND TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, TO BE DEPOSITED IN THE REGISTRY OF THE COURT, SAME BEING THE AMOUNT OF THE AWARD OF THE SPECIAL COMMISSIONERS IN THE CAUSE OF CITY OF SAN ANTONIO VS GEORGE E. BROMBAUGH ET AL IN CONDEMNATION. SAID SUM SO DEPOSITED TO BE HELD BY SAID CLERK OF SAID COURT PENDING FINAL DISPOSITION OF SAID CAUSE

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

Two Hundred (200.00) Dollars, be and is hereby appropriated out of State or State Aid Highway Bonds A-49 Fund, to the County Clerk of Bexar County, Texas, to be deposited in the Registry of said Court, same being the award of the Special Commissioners in said cause, to-wit: City of San Antonio vs George E. Brombaugh et al, all of whom are named in the original petition filed in said cause by the City of San Antonio, said sum to be held by said Clerk pending final judgment in said cause, and to be paid out upon the order of the County Judge of Bexar County, Texas, as provided by law in Condemnation. Said land and property of the said George E. Brombaugh, having been taken by the City for what is known as the Urban Expressway or Interregional Highway, and purposes connected therewith.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST
J. Frank Gallagher
City Clerk

APPRO. NO. 335

AN ORDINANCE 15,537

APPROPRIATING \$900.00 OUT OF THE 1950 GENERAL FUND ACCOUNT OF THE SAN ANTONIO RIVER CANAL AND CONSERVANCY DISTRICT; THIS MONEY TO BE PAID TO HENRY A. ROBARDS FOR THE LEASE OF A TRACT OF LAND, ACCORDING TO A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND HENRY A ROBARDS, THIS DAY APPROVED BY THE CITY COMMISSIONERS BY ORDINANCE OF THIS DATE

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

That the sum of \$900.00 be, and the same is hereby appropriated out of the 1950 General Fund, Account of the San Antonio River Canal and Conservancy District to be paid to Henry A. Robards, upon his accepting and signing the Contract for said lease this day approved by the Commissioners of the City of San Antonio. The tract of land for which this payment is made and for which the City has this day executed a lease contract is to be used by the City temporarily in the river straightening and bridge building in the area of 5th and 7th Streets.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 336

AN ORDINANCE 15,538

APPROPRIATING \$18,750.00 OUT OF THE 1950 GENERAL FUND-SAN ANTONIO RIVER AND CONSERVANCY DISTRICT, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, TO BE DEPOSITED IN THE REGISTRY OF SAID COURT, SAME BEING THE AMOUNT OF THE AWARD OF THE SPECIAL COMMISSIONERS AS DAMAGES IN THE CASE OF CITY OF SAN ANTONIO VS PETER TREASE, NO. 586 IN CONDEMNATION, FOR CERTAIN PROPERTY FOR PUBLIC USE IN THE RIVER WIDENING AND BRIDGE BUILDING PROGRAM

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

1. That the sum of \$18,750.00 be and the same is hereby appropriated out of the 1950 General Fund - San Antonio River and Conservancy District, payable to the County Clerk of Bexar County, Texas, to be deposited in the Registry of said Court, same being the award of the Special Commissioners as damages in the taking of some 17,000 square feet, more or less, of the property owned by Peter Trease, taken for public use in the river widening and bridge building in the 5th and 7th Street area; said sum to be paid out of the Registry of the Bexar County Court upon orders of the County Judge upon final disposition of said cause, as provided by law; said condemnation proceeding being No. 586 in Condemnation, in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 337

AN ORDINANCE 15,539

APPROPRIATING \$100.55 OUT OF THE TRENCH MAINTENANCE FUND, PAYABLE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM FUND-CITY'S SHARE FOR THE MONTH OF MAY, 1951

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

1. That the sum of \$100.55 be, and the same is hereby appropriated out of the TRENCH MAINTENANCE FUND, payable to the Texas Municipal Retirement System Fund - City's Share for the month of May, 1951.

PASSED AND APPROVED on the 26th day of July, A. D, 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 338

AN ORDINANCE 15,540

APPROPRIATING \$151.65 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND (CITY'S SHARE) PAYABLE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM FUND FOR THE MONTH OF MAY, 1951.

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

1. That the sum of \$151.65 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A-47 FUND (City's Share) payable to the Texas Municipal Retirement System Fund for the month of May, 1951.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST

J. Frank Gallagher
City Clerk

APPRO. NO. 339

AN ORDINANCE 15,541

APPROPRIATING \$59.29 OUT OF THE SANITARY SEWER PLANT & system A-47 FUND PAYABLE TO W. H. WINTERBORNE & SONS FOR MANHOLE RINGS, COVERS, ETC., (AS PER APPROVED STATEMENT ON FILE IN THE CITY AUDITORS OFFICE.)

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

1. That the sum of \$59.29 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT & SYSTEM A -47 FUND payable to W. H. Winterborne & Sons for Manhole Rings, Covers, etc., as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 340

AN ORDINANCE 15,542

APPROPRIATING \$11,000.00 OUT OF STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND TO GUARDIAN ABSTRACT & TITLE COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY MRS. WILLIE MAE WISE, ET AL TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY)

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

1. That Eleven Thousand and 00/100 (\$11,000.00) Dollars be and the same is appropriated hereby out of State or State-Aid Highways Bonds, A-49 Fund to Guardian Abstract & Title Company in payment for land to be conveyed by Mrs. Willie Mae Wise, a widow, and William Ray Campbell, a single man to the City of San Antonio for right-of-way for Urban Expressway (Interregional Highway), being a 50.00 foot x 111.00 foot rectangular parcel out of Lot 4, New City block 794, being more particularly described by field notes in deed, situated within the corporate limits of the City of San Antonio, in Bexar County, Texas.

PASSED AND APPROVED on the 26 th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 341

AN ORDINANCE 15,543

APPROPRIATING \$58,000.00 OUT OF STATE OR STATE-AID HIGHWAYS BONDS, A-49 FUND TO SECURITY TITLE AND TRUST COMPANY IN PAYMENT FOR LAND TO BE CONVEYED BY RALPH E. SMITH AND WIFE, BESSIE B. SMITH TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY)

1. That Fifty Eight Thousand and 00/100 (\$58,000.00) Dollars be and the same is appropriated hereby out of State or State-Md Highways Bonds, A-49 Fund to Security Title and Trust Company in payment for land to be conveyed by Ralph E. Smith and wife, Bessie B. Smith to the City of San Antonio for right-of-way for Urban Expressway (Interregional Highway) being a tract or parcel of land described as Lot 4 and parts of Lots 2 and 3, Block 7, New City Block 787, being more particularly described by field notes in deed, situated within the corporate limits of the City of San Antonio, in Bexar County, Texas.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 342

AN ORDINANCE 15,544

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AGREEMENT FOR THE USE OF PLANT FACILITIES WITH WESTERN UNION TELEGRAPH COMPANY, FOR FIRE ALARM BOX ON SOUTH BRAZOS STREET NEAR ROEGLEIN PROVISION CO.; AND APPROPRIATING \$2.50 OUT OF THE 1951 GENERAL FUND-FIRE DEPARTMENT IN PAYMENT OF FEES FOR SAID USE

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

1. That the Mayor be and he is hereby authorized and directed to execute, on behalf of the City of San Antonio, agreement for the use of plant facilities, with the Western Union Telegraph Company, for the use of 5 poles and attachments, for fire Alarm Box on South Brazos Street, in the City of San Antonio, Bexar County, Texas, along T&NO RR, at a fee of \$2.50 per annum, payable in advance, as per agreement attached hereto and made a part hereof.

2. That \$2.50 is appropriated hereby out of the 1951 General Fund - Fire Department, in payment to said Western Union Telegraph Company, of the fee for the current year as provided for in the agreement aforesaid.

3. PASSED AND APPROVED this 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 343

AN ORDINANCE 15,545

TRANSFERRING \$30,000.00 FROM THE 1951 GENERAL FUND-PROCEEDS OF NOTES-PARKING METER ACCOUNT TO THE POLICE & FIREMEN'S PENSION FUND

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

1. That the sum of \$30,000.00 be, and the same is hereby transferred from the 1951 GENERAL FUND-PROCEEDS OF NOTES-PARKING METER ACCOUNT, to the Police & Firemen's Pension Fund.

TRANSFER FROM:
1951 GENERAL FUND-PROCEEDS OF NOTES-PARKING METER ACCOUNT\$30,000.00

TRANSFER TO:
POLICE & FIREMEN'S PENSION FUND 30,000.00

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 344

AN ORDINANCE 15,546

ACCEPTING PROPOSAL, CREATING CONTRACT AND
MAKING AN APPROPRIATION FOR EQUIPMENT WITH
UNDERWOOD CORPORATION, 226 DWYER AVENUE, SAN
ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifesta a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Underwood Corporation, 226 Dwyer Avenue, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$1,677.50 from the 1951 General Fund - Police Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached bid proposal and making contract with Underwood Corporation to furnish the City of San Antonio Police Department with 14 typewriters at \$2,030.00, less trade-in of eleven used typewriters \$352.50, net \$1,677.50 and appropriating said amount for payment of same out of 1951 General Fund - Police Department.

PASSED AND APPROVED this 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 345

AN ORDINANCE 15,547

APPROPRIATING THE SUM OF ONE HUNDRED (\$100.00)
DOLLARS OUT OF THE INVESTIGATING FUND, PAYABLE
TO GEORGE M. ROPER, COMMISSIONER FIRE & POLICE
DEPARTMENT, SAID MONIES TO BE USED BY THE POLICE
DEPARTMENT IN CONDUCTING INVESTIGATIONS

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

1. That the sum of One Hundred (\$100.00) Dollars be, and the same is hereby appropriated out of the "INVESTIGATING FUND", payable to George M. Roper, Commissioner Fire & Police, and said monies to be used by the Police Department in the line of Official Duties to aid in the conducting of investigations by the Police Department.

PASSED AND APPROVED on the 26th day of July A. D. 1951..

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 346

AN ORDINANCE 15,548

APPROPRIATING \$160.55 OUT OF THE PARK REVENUE
BOND-1945 FUND TO PAY CITY PUBLIC SERVICE BOARD
FOR GAS AND ELECTRICITY FOR THE MONTH OF JUNE, 1951

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

1. That the sum of \$160.55 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND to pay City Public Service Board for gas and electricity for the month of June, 1951, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher, City Clerk

APPRO. NO. 347

AN ORDINANCE 15,549

APPROPRIATING \$249.69 OUT OF THE COMMERCE BUILDING FUND TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF JUNE, 1951

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

1. That the sum of \$249.69 be, and the same is hereby appropriated out of the COMMERCE BUILDING FUND to pay City Public Service Board for gas and electricity for the month of June, 1951, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 348

AN ORDINANCE 15,550

APPROPRIATING \$18.45 OUT OF THE AIRPORT ADMINISTRATION B-45 FUND PAYABLE TO THE R. H. HOLLAND COMPANY FOR BLUEPRINT SERVICE FOR THE MONTH OF JUNE, 1951

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

1. That the sum of \$18.45 be, and the same is hereby appropriated out of the AIRPORT ADMINISTRATION B-45 FUND payable to the R. H. Holland Company for Blueprint service for the month of June, 1951, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July , A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 349

AN ORDINANCE 15,551

APPROPRIATING \$331.98 OUT OF THE ADVERTISING FUND PAYABLE TO KEN MCCLURE FOR SERVICES RENDERED AND EXPENSES IN CONNECTION WITH THE MUNICIPAL ADVERTISING COMMISSION DURING THE MONTH OF JUNE, 1951

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

1. That the sum of \$331.98 be, and the same is hereby appropriated out of the ADVERTISING FUND PAYABLE to Ken McClure for services rendered and expenses in connection with the Municipal Advertising Commission during the month of June, 1951, as per approved statements on file in the City Auditor's office, as follows:

Services rendered on Motion Picture Program	\$ 250.00
Expenses incurred on trip to Dallas, Texas, to meet with Mr. William Seal	<u>81.98</u>
	\$ 331.98

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 350

AN ORDINANCE 15,552

ACCEPTING PROPOSAL OF HILMER C. UHR, GENERAL CONTRACTOR, FOR REMODELING OF CORPORATION COURT SUITE AT MARKET & ST. MARYS STREET AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT, AND APPROPRIATING \$15,700.00 OUT OF THE 1951 GENERAL FUND-PROCEEDS OF NOTES-

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

1. The proposal of Hilmer C. Uhr, General Contractor, of R.F.D. 8, Box 123 R, San Antonio, Texas, dated July 19, 1951, attached hereto and made a part hereof, for remodeling of Corporation Court Suite at Market & St. Marys Street, in accordance with plans and specifications prepared by Weidner and Company, Architects, and on file in the office of the City Engineer, for a total cost of \$15,700.00, be and the same is accepted hereby.
2. That the Mayor is authorized hereby to execute contract for this work on the City Standard Construction Contract form.
3. That all other bids are rejected hereby.
4. That the sum of \$15,700.00 be, and the same is appropriated hereby out of the 1951 GENERAL FUND-PROCEEDS OF NOTES- to pay Hilmer C. Uhr, for this work, to be paid for on estimates approved by the City Engineer.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 352

AN ORDINANCE 15,553

APPROPRIATING \$97.63 OUT OF THE ADVERTISING FUND PAYABLE TO CLAUDE ANIOL FOR EXPENSES INCURRED IN CONNECTION WITH THE MUNICIPAL ADVERTISING COMMISSION, DURING THE MONTH OF JUNE, 1951

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

1. That the sum of \$97.63 be, and the same is hereby appropriated out of the ADVERTISING FUND payable to Claude Aniol for expenses incurred in connection with the Municipal Advertising Commission during the month of June, 1951, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 352

AN ORDINANCE 15,554

APPROPRIATING \$72.00 OUT OF THE PARK REVENUE BOND-1945 FUND PAYABLE TO GOLDTHWAITE'S TEXAS TORO COMPANY FOR OVERHAULING A MOTOR ON A PUTTING GREENSMOWER AT WILLOW SPRINGS GOLF COURSE

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

1. That the sum of \$72.00 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND, payable to Goldthwaite's Texas Toro Company for overhauling a motor on a putting greensmower at Willow Springs Golf Course, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:

J. Frank Gallagher
City Clerk

APPRO. NO. 353

AN ORDINANCE 15,555

APPROPRIATING \$15.30 OUT OF THE PARK REVENUE BOND-1945 FUND PAYABLE TO THE SOUTHWESTERN BELL TELEPHONE COMPANY FOR TELEPHONE SERVICE AND DIRECTORY ADVERTISING FOR WILLOW SPRINGS GOLF COURSE FOR THE MONTH OF JULY, 1951

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

1. That the sum of \$15.30 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND payable to the Southwestern Bell Telephone Company for telephone service and directory advertising for Willow Springs Golf Course for the month of July, 1951, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 354

AN ORDINANCE 15,556

APPROPRIATING \$65,000.00 OUT OF THE CITY-COUNTY TUBERCULOSIS CONTROL FUND PAYABLE TO THE CITY-CONTROL TUBERCULOSIS CONTROL BOARD

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

1. That the sum of \$65,000.00 be, and the same is hereby appropriated out of the CITY-COUNTY TUBERCULOSIS CONTROL FUND payable to the City-County Tuberculosis Control Board, as per letter of request signed by Melrose Holmgree, Chairman, and filed in the City Auditor's office.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher

APPRO. NO. 355

AN ORDINANCE 15,557

APPROPRIATING \$226.00 OUT OF THE 1950 GENERAL FUND-PROCEEDS OF NOTES-CHARTER REVISION COMMISSION FUND PAYABLE TO THE CHARTER REVISION COMMISSION OF THE CITY OF SAN ANTONIO FOR SALARIES FOR PERIOD ENDING JULY 30TH, 1951.

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

1. That the sum of \$226.00 be, and the same is hereby appropriated out of the 1950 GENERAL FUND-PROCEEDS OF NOTES-CHARTER REVISION COMMISSION FUND payable to the Charter Revision Commission of the City of San Antonio for salaries for period from July 15th, to July 30th, 1951, as per approved statement on file in the City Auditor's office, as follows:

Jeannine Toepperwein	\$ 85.00
Elizabeth B. Smith	22.00
Maxine Malcolm.....	<u>119.00</u>
	\$ 226.00

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 356

AN ORDINANCE 15,558

APPROPRIATING \$107.37 OUT OF THE PARK REVENUE BOND-1945 FUND, PAYABLE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM FUND-CITY'S SHARE FOR THE MONTH OF MAY, 1951 WILLOW SPRINGS GOLF COURSE

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

1. That the sum of \$107.37 be, and the same is hereby appropriated out of the PARK REVENUE BOND-1945 FUND, payable to the Texas Municipal Retirement System Fund - City's Share for the month of May, 1951; Willow Springs Golf Course.

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 357

AN ORDINANCE 15,559

ACCEPTING THE BID OF G. W. MITCHELL FOR THE CONSTRUCTION OF AN ADMINISTRATION AND TERMINAL BUILDING AT THE SAN ANTONIO MUNICIPAL AIRPORT, FEDERAL AID PROJECT #9-41-080-005; AUTHORIZING THE MAYOR TO EXECUTE CONTRACT: AND APPROPRIATING \$775,197.00 OUT OF PROJECT #9-41-080-005 TO G. W. MITCHELL FOR SUCH CONSTRUCTION

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

1. That the bid of G. W. Mitchell, dated July 21, 1951, attached hereto and made a part hereof, for the construction of an Administration and Terminal Building at the San Antonio Municipal Airport, Federal Aid Project #9-41-080-005, be and the same is accepted hereby.

2. That the Mayor of the City of San Antonio is authorized hereby to execute standard City contract with G. W. Mitchell for this construction in form approved by the City Attorney.

3. That all other bids are rejected hereby.

4. That \$775,197.00 is hereby appropriated out of the Federal Aid Project #9-41-080-005 in payment for G. W. Mitchell for this construction as outlined:

Base Bid			\$ 772,000.00
Alternate 1	Add		10,700.00
			<u>782,700.00</u>
Alternate 2	Deduct	400.00	
"	5	"	2400.00
"	6	"	600.00
"	10	"	1000.00
"	11	"	<u>3103.00</u>
			<u>7,503.00</u>
			\$ 775,197.00

5. Payments are to be made as per contract and on estimates approved by the Architects and the Airports Director.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 358

AN ORDINANCE 15,560

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH THE TORGERSON COMPANY, 1200 S. FLORES, SAN ANTONIO, TEXAS

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with The Torgerson Company, 1200 S. Flores St., San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$1,862.00 from the 1951 General Fund - Stinson Field Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached bid proposal and making contract with the Torgerson Company to furnish the City of San Antonio Stinson Airport with one tractor with mower attachment for \$1,862.00, and appropriating said amount for payment of same out of 1951 General Fund - Stinson Field.

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 359

AN ORDINANCE 15,561

APPROPRIATING \$15.00 OUT OF THE 1951 GENERAL
FUND-SAN ANTONIO MUNICIPAL AIRPORT TO HOPE
AMBULANCE SERVICE FOR SERVICES RENDERED THE
SAN ANTONIO MUNICIPAL AIRPORT ON JUNE 26, 1951

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

1. That the sum of \$15.00 is hereby appropriated out of the 1951 General Fund- San Antonio Municipal Airport, in payment to Hope Ambulance Service for ambulance service rendered an employee of the Airport, Clyde Harris, Jr. on June 26, 1951.

PASSED AND APPROVED on the 26th day of July A. D. 1951

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,562

GRANTING THE PETITION OF MOST REV. ROBERT
E. LUCEY, ARCHBISHOP, FOR EXEMPTION FROM CITY
TAXES ON LOT 9, AND W. 51.75 FEET OF 8, BLOCK
16, N.C.B. 521, SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property owned by the Most Rev. Robert E. Lucey, Archbishop, and being Lot 9 and West 51.75 feet of 8, Block 16, New City Block 521, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the years 1949 and 1950, at which time said property was of an exempt character and not subject to taxation, said assessments are found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption.

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

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,563

GRANTING THE PETITION OF BETHANY PRESBYTERIAN CHURCH FOR EXEMPTION FROM CITY TAXES ON LOTS 1, 2, 3, 4, 5 and 6, NEW CITY BLOCK 7072, 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 Bethany Presbyterian Church, and being Lots 1, 2, 3, 4, 5 and 6, New City Block 7072, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption.

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

PASSED AND APPROVED on the 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,564

DECLARING VOID TAX ASSESSMENTS AGAINST LOT 1, BLOCK 4, N.C.B. 1496, FOR FISCAL YEARS 1925 AND 1930, WHILE OWNED BY ST. JACOBS CHAPEL (TRUSTEES) IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the tax rolls of the City of San Antonio, show taxes assessed against Lot 1, Block 4, New City Block 1496, San Antonio, Bexar County, Texas, for the fiscal years 1925 and 1930, at which time said property was owned by St. Jacobs Chapel, and used exclusively as a place of religious worship, and was of an exempt character and not subject to taxation, said assessments are found to be void and are ordered stricken from the rolls.

2. However, it appearing that said property has heretofore been exempted and is carried on the rolls as Exempt Property, this exemption is granted only for the fiscal years 1925 and 1930, as above mentioned.

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

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,565

GRANTING THE PETITION OF MOST REV. ROBERT E. LUCEY, ARCHBISHOP FOR EXEMPTION FROM CITY TAXES ON W. 105.7 FT. OF LOT 8, BLK. 2, N.C.B. 3097, 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 owned by the Most Rev. Robert E. Lucey, Archbishop, and being the W. 105.7 feet of Lot 8, Block 2, New City Block 3097, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; and it further appearing that the tax rolls of the City of San Antonio show taxes assessed against said property for the fiscal year 1950, at which time said property was of an exempt character and not subject to taxation, said assessment is found to be void and should be stricken from the rolls. Furthermore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption.

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

PASSED AND APPROVED on the 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,566

GRANTING THE PETITION OF METHODIST DISTRICT CONFERENCE OF SAN ANTONIO FOR EXEMPTION FROM CITY TAXES ON LOT 29, BLOCK 6, NEW CITY BLOCK 6697, 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 owned by the Methodist District Conference of San Antonio, and being Lot 29, Block 6, New City Block 6697, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character and not subject to ad valorem taxation; therefore, tax exemption from City taxes is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1951, and fiscal years subsequent thereto, said exemption to be effective from year to year so long as said property continues to qualify for exemption.

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

PASSED AND APPROVED on the 26th day of July, A. D., 1951.

Attest:
J. Frank Gallagher
City Clerk

A. C. White
Mayor

AN ORDINANCE 15,567

ACCEPTING BID OF V. B. MASSEY TO LEASE LAND IN THE OLMOS BASIN; AND MAKING AND MANIFESTING CONTRACT

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

1. That the bid of V. B. Massey, dated July 5, 1951, attached hereto and made a part hereof, to lease 169 acres of land, in two tracts, in the Olmos Basin, from the City of San Antonio, at the rate of \$1.00 per acre per year, be and the same is accepted hereby.

2. That all other bids are rejected hereby.

3. That this ordinance makes and manifests a lease between the City of San Antonio, a municipal corporation, of the County of Bexar and State of Texas, hereinafter styled Lessor, and V. B. Massey, of the County of Bexar and State of Texas, hereinafter styled Lessee, WITNESSETH:-

4. That the Lessor leases to the Lessee, and the Lessee takes from the Lessor, for a term commencing the 1st day of August, 1951 and ending the 31st day of May, 1953, the following tracts or parcels of land situated in the County of Bexar and State of Texas, more particularly described by metes and bounds as follows, to-wit:

1st. Tract: 88 acres - bounded on the south by the Basse Road; on the west by the Missouri Pacific Railroad track; on the east by the Jones-Maltsberger Road; on the north by Cement Plant to a point of the Missouri-Pacific Railroad and the Jones-Maltsberger Road

2nd. Tract: Bounded on the south by Contour Drive; on the west by Missouri-Pacific Railroad track; on the north by Basse Road; and on the east by Olmos Creek, 81 acres.

5. The rental to be paid by the Lessee to the Lessor shall be at the rate of \$1.00 per acre per year on Tracts 1 and 2. The rental shall be paid annually in advance by the Lessee at the office of the Commissioner of Taxation of the City of San Antonio, in the City Hall, Bexar County, Texas. This lease is not subject to renewal by hold-over by the Lessee, voluntarily or involuntarily, and this lease will terminate upon the 31st day of May, 1953. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein subject to all other conditions imposed in this contract upon the Lessee.

6. The land demised herein shall be used solely for grazing and agricultural purposes. The Lessee shall enclose the demised land by a substantial stock-proof fence which shall be so constructed that it will not float, and the construction shall be subject to approval by the City Engineer, and a condition precedent to this lease. The Lessee will not permit any waste upon this land, cut timber or remove earth.

7. The Lessee acknowledges that he has examined the premises and that the same are suitable and sufficient for the purpose for which they are to be used and the Lessee taking the property as it is.

8. The Lessee acknowledges that this land is the bottom of the Olmos Detention Basin, that it is subject to overflow and as a part of the consideration for this lease, the Lessee releases the Lessor from all claims for damages to persons or to property caused by floods or inundation; and the Lessee will put outlets from the land herein demised onto high ground and will remove all livestock from this area in the event of a flood or threat of flood. The Lessee will not put anything in this area except the fences herein permitted.

9. The Lessee acknowledges that this is property that the City of San Antonio bought for public purposes and that its use for a public purpose is a right paramount to the rights of the Lessee under this lease and in the event the City of San Antonio elects to use the land herein leased, or any part thereof, for any public purpose or any quasi-public purpose, then the City of San Antonio may terminate this lease as fully as if it had expired by its own terms, upon giving the Lessee thirty (30) days' notice of the intention to terminate.

10. The Lessee further covenants and agrees that he will not assign this lease, nor sub-let the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be unlawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in a reasonably good and clean condition.

11. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

12. And it is further covenanted and agreed by Lessee herein that, should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fees and all costs of court that may be incurred as a result of such legal proceedings.

13. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

14. PASSED AND APPROVED this 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

15. ACCEPTED by the Lessee, as the contract of lease, this day of July, 1951.

V. B. Massey

Address

Telephone

AN ORDINANCE 15,568

ACCEPTING BID OF LB HORN TO LEASE LAND IN THE
OLMOS BASIN; AND MAKING AND MANIFESTING LEASE
CONTRACT

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

1. That the bid of L. B. Horn, dated July 17, 1951, to lease 322.40 acres of land lying west of the Missouri Pacific Railroad in the Olmos Basin, at the rate of \$1.00 per acre per year, said bid being attached hereto and made a part hereof, be and the same is accepted hereby.

2. That all other bids are rejected hereby.

3. That this ordinance makes and manifests a lease between the City of San Antonio, a municipal corporation, of the County of Bexar and State of Texas, hereinafter called Lessor, and L. B. Horn, of the County of Bexar and State of Texas, hereinafter called Lessee, WITNESSETH:

4. That the Lessor leases to the Lessee, and the Lessee takes from the Lessor, for a term commencing on the 1st day of August, 1951, and ending on the 31st day Of May, 1953, the following tract or parcel of land situated in the County of Bexar and State of Texas, more particularly described by metes and bounds, to-wit:

322.44 acres - Bounded on the south by Basse Road; on the west by U. S. Highway 281; on the east by Missouri-Pacific Railroad; on the north by City Property from U. S. Highway 281 to Jones-Maltsberger Road

5. The rental to be paid by the Lessee to the Lessor shall be at the rate of \$1.00 per acre per year. The rental shall be paid annually in advance by the Lessee at the office of the Commissioner of Taxation of the City of San Antonio, in the City Hall, Bexar County,

Texas. This lease is not subject to renewal by holdover by the Lessee, voluntarily or involuntarily, and this lease will terminate upon the 31st day of May, 1953. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein subject to all other conditions imposed in this contract upon the Lessee.

6. The land demised herein shall be used solely for grazing and agricultural purposes. The Lessee shall enclose the demised land by a substantial stock-proof fence which shall be constructed so that it will not float, and the construction shall be subject to approval by the City Engineer and a condition precedent to this lease. The Lessee will not permit any waste upon this land, cut timber or remove earth.

7. The Lessee acknowledges that he has examined the premises and that the same are suitable and sufficient for the purpose for which they are to be used and the Lessee takes the property as it is.

8. The Lessee acknowledges that this land is the bottom of the Olmos Detention Basin, that it is subject to overflow and as a part of the consideration for this lease, the Lessee releases the Lessor from all claims for damages to persons or to property caused by floods or inundation; and the Lessee will put outlets from the land herein demised onto high ground and will remove all livestock from this area in the event of a flood or threat of flood, The Lessee will not put anything in this area except the fences herein permitted.

9. The Lessee acknowledges that this is property that the City of San Antonio bought for public purposes and that its use for a public purpose is a right paramount to the rights of the Lessee under this lease, and in the event the City of San Antonio elects to use the land herein leased, or any part thereof, for any public purpose or any quasi-public purpose, then the City of San Antonio may terminate this lease as fully as if it had expired by its own terms, upon giving the Lessee thirty (30) days notice of the intention to terminate.

10. The Lessee further covenants and agrees that he will not assign this lease, nor sub-let the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in a reasonably good and clean condition.

11. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

12. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fees and all costs of court that may be incurred as a result of such legal proceedings.

13. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

14. The lessee reserves the right to remove fence at the termination of this lease.

15. PASSED AND APPROVED this 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

16. ACCEPTED by the Lessee as the contract of lease, this day of July, A. D. 1951.

Lessee

AN ORDINANCE 15,569

AN ORDINANCE AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED; THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS, AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; TO RE-ZONE: PROPOSITION A, PORTION OF RIGSBY AVENUE; PROPOSITION B, PROPERTY ON HACKBERRY AND

SOUTH PRESA STREETS; AND, PROPOSITION C, PROPERTY AT QUENTIN DRIVE AND WILSON BOULEVARD. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED 26 JULY, 1951

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

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

2. PROPOSITION A:

"To re-zone property on Rigsby Avenue, as "F" Local RETAIL DISTRICT, As follows:

Lots 19 thru 24, incl. New City Block 1583

3. PROPOSITION B:

"To re-zone property on Hackberry and South Presa Streets, as "L" MANUFACTURING DISTRICT, As follows:

Lots 1 thru 12 New City Block 7601
 Lots 2 and 3 New City Block 7600
 That parts of Lots
 4 and 5 New City Block 7590 not already zoned "L" Manufacturing District,

4. The recommendation of the Zoning Commission that property at Quentin Drive and Wilson Boulevard, being Lots 1 and 2, Block 7, New City Block 8412, remain in "A" Residential District, was adopted and the petition of Mrs. Edna Pabst, dated June 1, 1951, for the re-zoning of such property from "A" Residential to "B" Residential District, is denied, and said property shall remain zoned as "A" RESIDENTIAL DISTRICT.

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

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

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

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

9. PASSED AND APPROVED this 26th day of July, A. D. 1951.

A. C. White
 Mayor

ATTEST:
 J. Frank Gallagher
 City Clerk

AN ORDINANCE 15,570

ACCEPTING BID OF DOUGLAS ANDERSON, DOING BUSINESS AS DOUGLAS ANDERSON REALTY COMPANY, TO PURCHASE CERTAIN CITY-OWNED IMPROVEMENTS ON JACKSON STREET AND MAIN AVENUE; AND MAKING BILL OF SALE THEREFOR

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

1. That the bid of Douglas Anderson, doing business as Douglas Anderson Realty Company, dated 20 July, 1951, attached hereto and made a part hereof, to purchase improvements on City-owned property on Jackson Street and on Main Avenue, for the sum of \$705.60, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to Douglas Anderson, doing business as Douglas Anderson Realty Company, as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting hereby by and through A. C. White, Mayor, who is duly

authorized by this ordinance, for and in consideration of the sum of \$705.60 cash, receipt of which is acknowledged hereby;

by
5. Has bargained, sold and delivered, and does, these presents bargain, sell and deliver unto the said Douglas Anderson, doing business as Douglas Anderson Realty Company, of Bexar County, Texas, the following described property, as is, to-wit:

House consisting of 14 rooms, two-story of frame construction, 4 baths, with tin roof, poor condition, with garage of frame construction and tin roof, poor condition, located on Lot 1, New City Block 784 and known as 201 Jackson Street\$527.60

1-story store building of concrete block construction with stucco front, containing approximately 2,772 square feet of floor space with attached 1-story building of tin construction with concrete floor, located on Lot 13, New City Block 787 and known as 815 Main Avenue 178.00

Total \$ 705.60

all in San Antonio, Bexar County, Texas.

6. It is further agreed and understood that the grantee will remove said buildings from their present locations within 15 days from the date of this instrument, and will leave the building sites in orderly, clean condition.

7. PASSED, APPROVED AND EXECUTED, this 26th day of July A. D, 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 15,571

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND HENRY A. ROBARDS, FOR THE LEASE OF PROPERTY HEREINAFTER DESCRIBED TO BE USED IN CONNECTION WITH THE RIVER STRAIGHTENING AND BUILDING OF NEW BRIDGES ON 5TH AND 7TH STREETS IN SAN ANTONIO, BEXAR COUNTY, TEXAS

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

This Ordinance makes and manifests a Contract by which the City of San Antonio leases from Henry A. Robards the following described property for a period of one year, or less, for the sum of \$900.00, with the provision that if the City does not need the property for the full year, the lessor shall rebate the City \$75.00 per month for such portion of the year as the City shall not use said property.

Said property is needed by the City in connection with the river straightening and bridge building in the area of 5th and 7th Streets.

Henry A. Robards leases the following described property for the sum of \$900.00 for one year, the lease to be paid in advance; provided if the public work in the area of 5th and 7th Streets should be concluded before the end of the year or if the City should cease to have any use for or need of said property the said Henry A. Robards will refund to the City the sum of \$75.00 for each month of time that the City has ceased to use the property. Said property is described as follows:

Beginning at the southwest corner of Lot A-19 on 5th Street in a northeasterly direction 89.28 feet along the east line of Fifth Street for the northwest corner of this tract;

Thence in an easterly direction along the north line of Lots A-19, and E-2, to a point on the south line of Lot A-7, 90 feet west of where said south line of Lot A-7 intersects the old San Antonio River Channel, for the northeast corner of this tract;

Thence in a southwesterly direction along said Old San Antonio River Channel to a point where the north line of Lot A-5 intersects said Old Channel, for the southeast corner of this tract;

Thence in a southwesterly direction along the North line of A-5, and Lot A-17, to Fifth Street the place of beginning.

PASSED AND APPROVED this 26th day of July, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

ACCEPTED AND APPROVED:

/s/ Henry A. Robards

AN ORDINANCE 15,572

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF J. K. STARK

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

1. That the petition of J. K. Stark, 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 729 Morningside STREET LOT 20, BLOCK Co. B. 5848 A, Block 1, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED THIS 26th DAY OF JULY, A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

The foregoing permit and the conditions are accepted.

/s/ J. K. Stark

/s/ Mrs. J. K. Stark

AN ORDINANCE 15,573

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS
ON THE PETITION OF DR. AND MRS. EDGAR O'QUINN

Same as Ordinance #15,572 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 701 Ivy Lane STREET, LOT 8, Co. BLOCK 5885, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,574

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF MSSRS. BIBB BROS, BUILDERS

Same as Ordinance #15,572 except for paragraph #4 which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1154 Garrity Rd. STREET, LOT East 30 ft. of 16, & West 45 ft. of Lot 17, Co. Block 5526, Block 2, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made. (Plot recorded in Volume 1625, Page 349.)

AN ORDINANCE 15,575

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF BIBB BROS, BUILDERS

Same as Ordinance #15,572 except for paragraph #4, which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 444 Ivy Lane STREET, Tract 3 & 6, Block 14, Co. Block 4054, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,576

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF MR AND MRS. BRENTAND C. HARNISCH

Same as Ordinance #15,572, except for paragraph #4, which reads as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER Elizabeth Road STREET, LOT #17 and West 45 feet #18 Co. Block 5553, Block #4, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 15,577

REPEALING ORDINANCE NO. 11,987 ENTITLED "AN ORDINANCE ORDERING AND INSTRUCTING THE WATER WORKS BOARD OF TRUSTEES TO FORTHWITH CANCEL WATER WORKS GOLD BONDS IN THE SUM OF \$700,000.00, OWNED, PURCHASED AND NOW HELD BY SAID BOARD; AND INSTRUCTING THE CITY CLERK TO NOTIFY THE ST. LOUIS UNION TRUST COMPANY AND THE BOARD OF TRUSTEES OF THIS ACTION BY FORWARDING TO THEM BY REGISTERED MAIL A CERTIFIED COPY OF THIS ORDINANCE; AND AUTHORIZING THE CITY ATTORNEY TO PROCEED AGAINST SAID BOARD UNDER THE TERMS OF ARTICLE 1, PARAGRAPH 39 OF THE FIRST MORTGAGE DEED OF TRUST OF CITY OF SAN ANTONIO, TEXAS, TO ST. LOUIS UNION TRUST COMPANY, TRUSTEE, DATED MAY 1, 1925, IN THE EVENT SAID BOARD SHOULD FAIL AND REFUSE TO COMPLY WITH THIS ORDINANCE", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 1ST DAY OF JUNE, A. D. 1950

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

1. That Ordinance No. 11,987, entitled "AN ORDINANCE ORDERING AND INSTRUCTING THE WATER WORKS BOARD OF TRUSTEES TO FORTHWITH CANCEL WATER WORKS GOLD BONDS IN THE SUM OF \$700,000.00, OWNED, PURCHASED AND NOW HELD BY SAID BOARD; AND INSTRUCTING THE CITY CLERK TO NOTIFY THE ST. LOUIS UNION TRUST COMPANY AND THE BOARD OF TRUSTEES OF THIS ACTION BY FORWARDING TO THEM BY REGISTERED MAIL A CERTIFIED COPY OF THIS ORDINANCE; AND AUTHORIZING THE CITY ATTORNEY TO PROCEED AGAINST SAID BOARD UNDER THE TERMS OF ARTICLE 1, PARAGRAPH 39 OF THE FIRST MORTGAGE DEED OF TRUST OF CITY OF SAN ANTONIO, TEXAS, TO ST. LOUIS UNION TRUST COMPANY, TRUSTEES, DATED MAY 1, 1925, IN THE EVENT SAID BOARD SHOULD FAIL AND REFUSE TO COMPLY WITH THIS ORDINANCE", passed and approved by the Commissioners of the City of San Antonio on the 1st. day of June, A. D. 1950, be and the same is repealed hereby.

2. PASSED AND APPROVED this 26th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

APPRO. NO. 360

AN ORDINANCE 15,578

APPROPRIATING \$15,000.00 OUT OF THE 1950 GENERAL FUND-ACCOUNT OF THE SAN ANTONIO RIVER, CANAL AND CONSERVANCY DISTRICT, TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, TO BE DEPOSITED IN THE REGISTRY OF THE COURT OF SAID COUNTY, TO BE PAID TO GERTRUDE AND GEORGE E. THAYER, UNDER THE ORDERS OF THE COURT UPON FINAL DISPOSITION OF CAUSE NO. _____, CITY OF SAN ANTONIO VS. GERTRUDE AND GEORGE E. THAYER, BEING THE AMOUNT NECESSARY TO MAKE UP THE SUM OF \$45,000.00, THE AMOUNT THE LAST COMMISSIONERS APPOINTED BY THE COURT, ASSESSED AS THE AMOUNT OF DAMAGES THE SAID OWNERS, WOULD SUSTAIN BY THE TAKING OF SAID PROPERTY.

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

That inasmuch as in the above styled and numbered cause the first Commissioners assessed the sum of \$30,000.00 as damages, and said amount has been heretofore deposited in the Registry of the Court; and inasmuch as the Court upon representation that the owners had not had a full and complete hearing, the Court appointed new Commissioners to assess said damages, and the later Commissioners upon a full and complete hearing assessed the sum of \$45,000.00 as damages to the property of Gertrude and George E. Thayer; and

WHEREAS, it will be necessary for the City to deposit an additional sum of \$15,000.00 to make up the difference between the first assessment and the last one, before the City will be entitled to possession of said property; said property being necessary for the completion of the river straightening and bridge building on the San Antonio River in the area of 5th and 7th Streets: THEREFORE,

The sum of \$15,000.00 is hereby appropriated out of the 1950 General Fund-Account of the San Antonio River, Canal and Conservancy District, to the County Clerk of Bexar County, Texas, same being the difference of the Award of the last Special Commissioners, over the first Special Commissioners, in the matter of the Condemnation of the property of Gertrude and George E. Thayer, said property being all of Lots A-6, New City Block 1761, in Bexar County, Texas, and all improvements thereon to be used in straightening the river channel in that area and in building of bridges at 5th and 7th Streets. This money so to be deposited is to be held by the Clerk to await final disposition of said cause, and to be paid out under orders of Court as provided by law.

Passed and Approved, this 30th day of July A. D. 1951.

A. C. White
Mayor

ATTEST:
J. Frank Norton
Asst. City Clerk

APPRO. NO. 361

AN ORDINANCE 15,579

REPEALING PARAGRAPH 2 OF CITY ORDINANCE NUMBER 15144 PASSED AND APPROVED ON JUNE 14, 1951 AND RECORDED IN ORDINANCE BOOK W, PAGE 152, SAID PARAGRAPH PROVIDING FOR THE APPROPRIATION OF MONEY TO THE PUBLIC ADMINISTRATION SERVICE, AN ILLINOIS CORPORATION NOT ORGANIZED FOR PROFIT TO CARRY OUT A REASSESSMENT PROJECT FOR THE CITY PURSUANT TO THE CITY'S CONTRACT WITH SAID PUBLIC ADMINISTRATION SERVICE

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

1. That Paragraph two (2) of City Ordinance Number 15144, passed and approved on June 14, 1951 and recorded in Ordinance Book W, page 152, is hereby repealed in its entirety, the said paragraph which is repealed reading as follows: "That the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars is hereby appropriated, or so much thereof as is necessary, to pay for the services rendered by said PUBLIC ADMINISTRATION SERVICE, out of the 1951 General Fund-Tax Resurvey Account."

2. All other Paragraphs in City Ordinance Number 15144, passed and approved on June 14, 1951 and recorded in Ordinance Book W, page 152 shall remain in full force and effect.

3. Passed and Approved this 2nd day of August A. D. 1951.

A. C. White
Mayor

Attest:
J. Frank Norton
Asst. City Clerk