

AN ORDINANCE 6040

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF JUDSON WOOD AND
TERESA PITTIER WOOD.

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

1. That the petition of Judson Wood and Teresa P. Wood, 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 144 Wyckham Rise, STREET, LOT 9 & 10, BLOCK 6, San Antonio 9 (Terrell Hills) Texas, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City Sanitary Sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with the 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 part of the consideration of this permit.

PASSED AND APPROVED this 16th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Teresa P. Wood - Judson Wood
Petitioner and Licensee

* * *

AN-ORDINANCE 6041

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF MRS. C.E.STEPHENS.

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

1. That the petition of Mrs. C. E. Stephens, 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 at NUMBER 2200 West Ave., LOT O.C.L. 5, CO. BLOCK 5285, S.E. corner of 98.34 Acres Tr. Range 6, Dist. 3, 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 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 16th DAY OF October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Mrs. C. E. Stephens
Petitioner and Licensee

* * *

AN ORDINANCE 6042

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF W. TERRY THRIFT, JR.

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

1. That the petition of W. Terry Thrift, 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 612 Bandera Rd., LOT 197, BLOCK "H", Woodlawn Hills Subd'n, 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 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 part of the consideration of this permit.

PASSED AND APPROVED THIS 16th DAY OF October, A.D. 1947.

ATTEST

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

W. Terry Thrift, Jr.
Dorothy Nell Thrift
Petitioner and Licensee

AN ORDINANCE 6043

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF WILLIAM A. RAINEY.

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

1. That the petition of William A. Rainey, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject of 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 505 Quintana STREET, LOT #25, COUNTY BLOCK 5399, South San Antonio Industrial Sites, 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 part of the consideration of this permit.

PASSED AND APPROVED THIS 16th DAY OF October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

William A. Rainey

Mrs. Myrtle B. Rainey

Petitioner and Licensee

* * *

AN ORDINANCE 6044

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
LONGHORN AIRCRAFT CORPORATION.

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

1. This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Longhorn Aircraft Corporation, Lessee, of the County of Bexar and State of Texas as transferred from W. U. Paul by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated September 25, 1947.

W I T N E S S E T H

Said lease as transferred to Longhorn Aircraft Corporation by said Ordinance of September 25, 1947, is hereby amended and changed as follows, to-wit:

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

3. Hangar 602, Building 625 and Building 555. Said structures located on Stinson Field, San Antonio, Texas and to be used for storage, sales and maintenance of Aircraft.

II

Said lease as transferred by virtue of said Ordinance of September 25, 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 16th day of October, A.D. 1947. Alfred Callaghan - M A Y O R

ATTEST: J. Frank Gallagher

City Clerk APPROVED AND ACCEPTED this 16th day of October, A.D. 1947.

LONGHORN AIRCRAFT CORPORATION * By: Dewitt C. Nogues, Authorized Agent.

APPRO. NO. 514

AN ORDINANCE 6045

TRANSFERRING \$4,696.02 CITY OF SAN ANTONIO RODENT CONTROL, TRUSTEE, ACCOUNT FROM THE FROST NATIONAL BANK TO THE NATIONAL BANK OF COMMERCE, SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4,696.02, be and the same is hereby ordered transferred from the City of San Antonio Rodent Control, Trustee, Account Frost National Bank to the City of San Antonio Rodent Control, Trustee, Account National Bank of Commerce.

PASSED AND APPROVED on the 20th day of October, 1947.

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

APPRO. NO. 515

AN ORDINANCE 6046

APPROPRIATING \$979.25 OUT OF THE PARK REVENUE BOND, 1945 FUND, FOR PER DIEM PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$979.25, be and the same is hereby appropriated out of the PARK REVENUE BOND, 1945 FUND, for payroll for the Willow Springs Golf Course for the period ending October 15, 1947, in the amount of \$979.25.

PASSED AND APPROVED on the 20th day of October, 1947.

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

APPRO. NO. 516

AN ORDINANCE 6047

APPROPRIATING \$50,038.36 (\$50,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$38.36 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY TWO (2) NOTES, NOS. 24 AND 25, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines, etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay two (2) Notes, Nos. 24 and 25 of the 1947 General Fund Series, maturing on or before May 31st, 1948. and that the sum of \$38.36, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay Interest on the 1947 General Fund Notes Nos. 24 and 25.

PASSED AND APPROVED on the 20th day of October, 1947.

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

APPRO. NO. 517

AN ORDINANCE 6048

APPROPRIATING \$33,346.67 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$33,346.67, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, for per diem payrolls for the period ending October 15, 1947, as follows:

Public Affairs in General.....	\$ 891.69
Taxation Department	130.00
Sanitation, Parks & Public Property	22,487.28
Streets & Public Improvements	9,622.70
Fire & Police Departments	215.00
Total.....	\$33,346.67

PASSED AND APPROVED on the 20th day of October, 1947.

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

APPRO. NO. 518

AN ORDINANCE 6049

APPROPRIATING \$422.75 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS & TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$422.75, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for period of October 1st, 1947 to October 15th, 1947 inclusive, as per approved Engineer's estimates on file in the City Auditor's Office, out of the following Departments.

Parks & Plazas.....	\$208.25
Garbage & Sanitation	136.50
Rivers & Ditches	78.00
	<u> </u>
	\$422.75

PASSED AND APPROVED on the 20th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 519

AN ORDINANCE 6050

APPROPRIATING \$10.00 OUT OF THE 1947 GENERAL FUND, HEALTH DEPARTMENT, TO PAY MARY L. PORTILLO FOR RENT ON PROPERTY AT 210 SAN AUGUSTINE STREET FOR USE AS A CLINIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10.00, be and the same is hereby appropriated out of the 1947 General Fund, Health Department, to pay Mary L. Portillo rent for one month from October 1st, 1947 to October 31st, 1947, for property at 210 San Augustine Street, which is to be used as a clinic by the City Health Department, in accordance with ordinance of May 1st, 1947, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 20th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6051

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

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and San Antonio Air College, Lessee, of the County of Bexar and State of Texas, WITNESSETH:
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 16th day of October, 1947 and ending on the 15th day of October, 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. Building 603. Said property located at Stinson Field, San Antonio, Texas, and to be used for the operation of a flying school and sale of aircraft and aircraft accessories.
4. The amount of the rent for this property is \$60.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas at the rate of \$60.00 each month for the term hereof, and in addition to the charges specified herein.
5. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation to-wit; 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00 per month; 6th Airplane operated and each thereafter, \$10.00 per month.
6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor, during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees.
7. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope

store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PASSED AND APPROVED this 20th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

23. APPROVED AND ACCEPTED this 20th day of October, A.D. 1947.

/s/ ALLEN M. RUSSELL

A. M. Russell

Lessee

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APPRO. NO. 520

AN ORDINANCE 6052

APPROPRIATING \$55,754.85 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPTS., TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES, AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$55,754.85, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons or firms as shown on the attached list, as per approved purchase orders on file in the City Auditor's Office, out of the following departments.

Public Affairs in General.....	\$12,955.66
Department of Taxation	935.92
Sanitation, Parks & Public Property	18,944.47
Streets & Public Improvements	13,422.55
Fire and Police	9,496.25
	<hr/>
	\$55,754.85

PASSED AND APPROVED on the 23rd day of October, 1947

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 521

AN ORDINANCE 6053

APPROPRIATING \$16,657.83 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF SEPTEMBER.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$16,657.83. be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay City Public Service Board for Gas and Electricity for the month of September, as per approved statements on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 522

AN ORDINANCE 6054

APPROPRIATING \$25,023.01 (25,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$23.01 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY ONE (1) NOTE, NO. 26 AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas to pay One (1) Note, No. 26 of the 1947 General Fund Series, maturing on or before May 31st, 1948, and that the sum of \$23.01, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1947 General Fund Note, No. 26.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 523

AN ORDINANCE 6055

APPROPRIATING \$916.34 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, TO PAY FOR LIQUID CHLORINE & FREIGHT CHARGES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$916.35, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, for fifteen one ton drums of liquid chlorine, in drums at \$2.55 per cwt (less discount FOB Corpus Christi, Texas, and payment of the freight thereon. The above amount payable as follows:

Southern Alkali Corp.....	\$757.35
Texas and New Orleans Railroad Co.....	159.00
	<u>\$916.35</u>

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 524

AN ORDINANCE 6056

APPROPRIATING \$110.50 BE AND THE SAME IS HEREBY APPROPRIATED OUT OF THE STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS AS PER CITY ENGINEER'S LETTER OF OCTOBER 22, 1947, AS FOLLOWS;

T. H. Gideon	Refund	\$ 4.00	S. Jiminez	Refund	\$ 9.00
Dolores Perales	"	4.00	B. Drennon	"	4.00
Mrs. Cors Deckert	"	20.00	Cresencio Rodriguez	"	4.00
Mrs. Frank McLemore	"	4.00	George Reetz	"	5.50
Victoria Nickler	"	1.12	City of San Antonio-Repairs		50.88
Alamo Ice Delivery	"	4.00	Total.....		<u>\$110.50</u>

PASSED AND APPROVED on the 23rd day of October, 1947

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 525

AN ORDINANCE 6057

APPROPRIATING \$5.00 IN PAYMENT TO JOHN WAIDE, COURT REPORTER, FEE FOR PREPARATION OF MOTION AND OBJECTIONS TO CHARGE IN CAUSE NO. 425 IN CONDEMNATION, STYLED CITY OF SAN ANTONIO VS ADELE LE COMTE, ET AL.

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

1. That \$5.00 is appropriated hereby out of the 1947 General Fund, Judgments & Suits, in payment to John Waide, Court Reporter 37th District Court, fee for preparation of Motion and Objections to Charge, in Cause No. 425 in Condemnation, styled City of San Antonio vs Adele Le Comte, et al, for acquisition of property for street opening and extension, as per statement in office of City Auditor.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 526

AN ORDINANCE 6058

APPROPRIATING \$97.00 IN PAYMENT TO FRED HUNTRESS, CLERK, COUNTY COURT, BEXAR COUNTY, TEXAS, OF COURT COSTS IN CONDEMNATION SUITS FOR ACQUISITION OF RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$97.00 is appropriated hereby out of the Interregional Highway A-45 Fund, in payment to Fred Huntress, Clerk, County Court, Bexar County, Texas, of court costs in condemnation suits for acquisition of property for right-of-way for Urban Expressway (Inter-regional Highway), as per statements on file in the office of the City Auditor, as follows:

<u>No.</u>	<u>Style</u>	<u>Amount Due</u>
417	City of San Antonio vs Jaggi, et al.	\$ 15.80
418	City of San Antonio vs Gable, et al.	23.75
429	City of San Antonio vs Alexander, et al	15.50
416	City of San Antonio vs Deupree	27.00
434	City of San Antonio vs Guerrero, et al	14.95
Total.....		\$ 97.00

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

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

APPRO. NO. 527 AN ORDINANCE 6059

APPROPRIATING \$10,750.00 TO COMMERCIAL ABSTRACT AND TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY FRANK J. ARNOLD 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 \$10,750.00 be and the same is appropriated out of the Interregional Highway A-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by Frank J. Arnold, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being part of Lot 21 and part of Lot 20, New City Block 291, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

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

APPRO. NO. 528 AN ORDINANCE 6060

APPROPRIATING \$12,000.00 TO COMMERCIAL ABSTRACT AND TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY BEN SPECIA, ADOLPH B. SPECIA AND JOHN B. SPECIA, 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 \$12,000.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by Ben Specia, Adolpy B. Specia and John B. Specia, to the City of San Antonio, for right-of-way for Urban Expressway, (Interregional Highway), being parts of Lots 8 & 9, New City Block 291, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

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

APPRO. NO. 529 AN ORDINANCE 6061

APPROPRIATING \$13,250.00 TO COMMERCIAL ABSTRACT AND TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY LOUIS G. CARRILLO AND CONSUELO H. CARRILLO, 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 \$13,250.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by Louis G. Carrillo and Consuelo Carrillo, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot 16, New City Block 194, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

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

APPRO. NO. 530

AN ORDINANCE 6062

APPROPRIATING \$368.00 OUT OF THE 1947 GENERAL FUND,
STREET MAINTENANCE, TO PAY JAMES DONALDSON, INC., FOR
640 SACKS OF CEMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$368.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, payable to James Donaldson, Inc., for 640 sacks of cement (paper sacks) as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 531

AN ORDINANCE 6063

APPROPRIATING \$72.00 OUT OF THE 1947 GENERAL FUND,
STREET MAINTENANCE, TO PAY KELLY CONSTRUCTION COMPANY
FOR BUILDING UP INTERSECTION AT MCCULLOUGH AVE. AND
CONTOUR DRIVE TO PROVIDE PROPER DRAINAGE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$72.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance Department, to pay Kelly Construction Company, their first and final estimate, for building up intersection at McCullough Avenue and Contour Drive to provide proper drainage, as per approved statement on file in City Auditor's office.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 532

AN ORDINANCE 6064

APPROPRIATING \$1,270.38 OUT OF THE STREET AND BRIDGE C-45
FUND, TO PAY H. B. ZACHERY COMPANY FOR CONSTRUCTION OF
SANITARY SEWER MAINS TO CLEAR RIGHT-OF-WAY FOR URBAN
EXPRESSWAY PROJECT.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that, the sum of \$1,370.38, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund to pay H. B. Zachry Company, their 2nd and final estimate, for the construction of sanitary sewer mains to clear right-of-way for Urban Expressway project in accordance with contract dated June 12, 1947, and on file in the office of the City Clerk

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 533

AN ORDINANCE 6065

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, taht, the sum of \$3,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Parking Meter Account, payable to the Magee-Hale Park-O-Meter Company, Oklahoma City, \$1,000.00, to cover installment No. 9 on 500 Meters, as per contract ordinance of August 22nd, 1946 and \$2,000.00 to conwer installment No. 8 on 1000 meters, as per contract ordinance of January 19th, 1947.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 534

AN ORDINANCE 6066

APPROPRIATING \$16.50 OUT OF THE 1946 GENERAL FUND,
STINSON FIELD DEPT., TO PAY STAR GRAIN & ELEVATOR CO.,
INC., FOR FIFTEEN (15) SACKS OF STOCK SALT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$16.50, be and the same is hereby appropriated out of the 1946 General Fund, Stinson Field Department, to pay Star Grain & Elevator Co., Inc., for Fifteen (15) Sacks of Stock Salt @ \$1.10 per sack, as per approved Purchase Order on file in the City Auditor's Office.

(Out of Council Appropriation No. 1111, dated May 29th, 1947)

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 535

AN ORDINANCE 6067 APPRO. NO. 536, ORD. NO. 6068, Page 135

APPROPRIATING \$69.55 OUT OF THE PARK REVENUE BOND, 1945
FUND, TO PAY CITY PUBLIC SERVICE BOARD FOR ELECTRICITY
AND POWER FOR WILLOW SPRINGS GOLF COURSE, FOR THE MONTH
OF SEPTEMBER, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$69.55, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, to pay City Public Service Board for Electricity and Power for Willow Springs Golf Course, for the month of September, 1947, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 537

AN ORDINANCE 6069

APPROPRIATING \$250.00 OUT OF THE ESCROW ACCOUNT, CITY OF
SAN ANTONIO AND TEXAS & NEW ORLEANS RAILROAD COMPANY, TO
PAY ANNUAL RENT FOR PROPERTY DESIGNATED AS CAMP CUSHING
HOUSING PROJECT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.00, be and the same is hereby appropriated out of the Escrow Account, City of San Antonio and Texas and New Orleans Railroad Company, for the period of October wlst, 1946 to October 31, 1947, for property designated as Camp Cushing Project.

PASSED AND APPROVED on the 23rd day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 538

AN ORDINANCE 6070

APPROPRIATING \$7.50 IN PAYMENT TO W. R. GARRETT, COURT
REPORTER, FOR STATEMENT OF FACTS IN CAUSE NO. F-42,818,
STYLED CITY OF SAN ANTONIO, ET AL, VS CLETUS H. BAIRD, ET AL.

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

1. That \$7.50 is appropriated hereby out of the 1947 General Fund, Judgments & Suits, in payment to W. R. Garrett, Court Reporter, 37th District Court, for Statement of Facts in Cause No. F-42,818, styled City of San Antonio, et al, vs Cletus H. Baird, et al, being suit for declaratory judgment in regard to Firemen and Policemen Pay Act, as per statement on file in the City Auditor.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 539

AN ORDINANCE 6071

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN
APPROPRIATION FOR EQUIPMENT, WITH SYLVAN G. UNGERLEIDER,
226 DEVINE ST., 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 Sylvan G. Ungerleider, 226 Devine St., San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$206.00 from the 1947 General Fund San Antonio Municipal Airport Dept., Fund, to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Contract to furnish the San Antonio Municipal Airport Department with one Electrically Operated Floor Polishing Machine (16"), at a price of \$306.00 with trade-in allowance of \$100.00; and appropriating the sum of \$206.00 out of the 1947 General Fund, San Antonio Municipal Airport Department Fund, in payment of same.

PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6072

LEVYING AN OCCUPATION TAX FOR SUPPORT OF THE CITY GOVERNMENT
OF THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR BEGINNING THE
1st OF JUNE, 1947 AND ENDING THE 31st OF MAY, 1948.

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

1. That there is levied hereby for the fiscal year beginning the 1st of June, 1947, and ending the 31st day of May, 1948, upon every person, firm, corporation, or association of persons pursuing any occupation 1/2 of the tax imposed by the State of Texas upon each such occupation and 1/2 of any fee charged by the State of Texas, which under the statutes of the Constitution of the State of Texas, may be imposed by the City of San Antonio.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6073

LEVYING FEE BY THE CITY OF SAN ANTONIO AS PROVIDED BY
THE TEXAS LIQUOR CONTROL ACT FOR THE VARIOUS PERMITS
THEREIN CLASSIFIED: AND PROVIDING A PENALTY OF A FINE
OF NOT LESS THAN \$10.00 NOR MORE THAN \$200.00 FOR THE
VIOLATION OF THIS ORDINANCE: AND DECLARING AN EMERGENCY.
PASSED AND APPROVED THE 23RD OF OCTOBER, A.D. 1947.

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

1. That the City of San Antonio does levy hereby a fee equal to 1/2 of the state fee, as provided by Article 666-15 to 666-15a1, of the Penal Code of the State of Texas and Penal Code 667-3, which Articles are made a part of this ordinance by reference for all purposes as if they were copied herein, against every permittee who is domiciled within the corporate limits of the City of San Antonio and who holds a permit from the Texas Liquor Control Board for the purchase, transportation, importation, sale or manufacture of alcoholic beverages or other permits in regard thereto; except as to Agent's, Industrial, Carrier's, Private Carrier's, Local Cartage and Storage Permits, and as to such Wine and Beer Retailer's Permits as shall be issued to operators of dining cars, buffet or club cars and Class "B" Winery Permits and Temporary Licenses.

2. It shall be the duty of the License and Dues Collector of the City of San Antonio to collect the fees specified in accordance with this ordinance and to issue permits therefor which shall be valid concurrently with the permit issued by the Texas Liquor Control Board.

3. All permits shall be displayed in a conspicuous place at all times on the licensed premises.

4. All permit fees levied by this ordinance, except wine and beer retailer's permits issued to other than railway dining, buffet or club cars, shall be due and payable in advance for one year from the date of the issuance of the permit or license issued by the Texas Liquor Control Board, unless such fee be collected for only a portion of the year. In such event, the fee required shall cover the period of time from the date of such permit to midnight of August 31st succeeding and only the proportionate part of the fee levied for such permit shall be collected. The fractional part of any month remaining shall be counted as one month in calculating the fee which shall be due. A separate permit shall be obtained and a separate fee shall be paid for each outlet of liquor in this city.

5. No refund of the permit shall be made for any reason, except when the permittee is prevented from continuing in business by reason of the result of a local option election, or a rejection of an application for a permit by the Texas Liquor Control Board or the Administrator.

6. Any permittee or licensee who engages in the sale of any alcoholic beverage without having first paid the fee levied by the City of San Antonio, shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$10.00 not more than \$200.00.

7. All ordinances or parts of ordinances heretofore passed and approved by the Commissioners of the City of San Antonio in direct and irreconcilable conflict with the provisions of this ordinance are hereby expressly repealed.

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

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

10. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

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

AN ORDINANCE 6074

MAKING A LEASE WITH L, H, HILL FOR LAND IN OLMOS BASIN.

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

1. 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 L. H. Hill, of the County of Bexar and State of Texas, hereinafter styled Lessee, WITNESSETH:

2. That the Lessor leases to the Lessee and the Lessee takes from the Lessor for a term commencing on the 1st day of October, 1947, and ending on the 30th of September, 1949, 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:

- 3. 1st Tract: 25 acres - bounded on the North Olmos Creek (East), Divine Road (West), Contour Drive (South) by creek and row of trees.
- 2nd Tract: 17 acres - bounded North by Olmos Creek (West), Devine Road. East by Olmos Creek and Alamo Heights Contour (South), Creek and Golf Driving Range.

4. The rental to be paid by the Lessee to the Lessor shall be at the rate of \$4.00 per acre per year. The rental shall be paid annually in advance by the Lessee at the office of the License and Dues Collector 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 30th day of September, 1949. 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.

5. The land demised herein shall be used solely for grazing and agricultural purposes. The Lessee may 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 the 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. The Tenant may remove the fences forthwith upon the termination of the lease, and if left in place more than 60 days, the fencing shall automatically become the property of the City of San Antonio.

6. 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.

7. 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.

8. 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 conveyed, or any part thereof, for any public purpose or for any quasi-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 30 days notice of the intention to terminate.

9. The Lessee further covenants and agrees that he will not assign this lease, nor sublet 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 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.

10. 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.

11. 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.

12. 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.

13. PASSED, APPROVED AND SIGNED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

14. ACCEPTED, by the Lessor as the contract of lease, this 23rd day of October, A.D. 1947.

/s/ L. H. Hill
Lessor.

* * *

AN ORDINANCE 6075

AMENDING SECTION 2 OF AN ORDINANCE DATED THE 1ST DAY OF DECEMBER, 1921, ENTITLED "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES, AS AMENDED", BY REPEALING PARAGRAPH 12 THEREOF AND SUBSTITUTING A NEW PARAGRAPH THEREFOR.

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

1. That 2 of an ordinance passed and approved the 23rd of May, 1936, amending an ordinance dated the 1 of December 1921, entitled "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES, AS AMENDED", as amended on the 29th of August, 1946, be and the same is hereby amended as follows:

2. That Paragraph 12 of said Section 2 be and the same is repealed hereby.

3. That Paragraph 12 of said Section 2 shall hereafter read as follows:

¶12.

HIGHLANDS

There is hereby designated a route to be known as the Highland route for motor bus service as follows:

Beginning at Adele Street and Bailey Avenue, Thence west on Bailey to Hackberry Street, Thence north on Hackberry to Aransas Avenue, Thence west on Aransas to Denver Boulevard, Thence west on Denver Boulevard to Cherry Street, Thence north on Cherry to Carolina Street, Thence west on Carolina to Labor Street, Thence north on Labor Street to Barrera Street, Thence northwest on Barrera to Alamo Street, Thence north on Alamo Street to Commerce Street, Thence west on Commerce Street to Navarro Street, Thence north on Navarro to Houston Street, Thence connecting with another line and returning to Houston and St. Mary's Streets, Thence south on St. Mary's to Market Street, Thence east on Market to Alamo Street and returning via Alamo, Barrera, Labor, Carolina, Cherry, Denver, Aransas, Hackberry, and Bailey to the place of beginning.

4. This ordinance being necessary for the protection of public convenience, public health and public safety creates an emergency which requires that this ordinance become 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 ordered.

5. PASSED AND APPROVED this 23rd day of October, 1947.

ATTEST: J. Frank Gallagher, City Clerk

Alfred Callaghan, M A Y O R

AN ORDINANCE 6076

AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN: REGULATING AND REDISTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES: PER CENT OF LOT THAT MAY BE OCCUPIED: THE SIZE OF YARDS, COURTS AND OPEN SPACES: DENSITY OF POPULATION: LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES: DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RECONSTRUCTION, 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 ZONE ANNEXED TERRITORY ON SOUTH FLORES STREET HIGHWAY 281 SOUTH: TO ZONE ANNEXED TERRITORY ALONG MISSOURI-PACIFIC RAILROAD: TO ZONE ANNEXED TERRITORY ON PLEASANTON ROAD FROM S.W. MILITARY DRIVE TO NEW CITY LIMITS: AND TO ZONE ANNEXED TERRITORY ON U. S. HIGHWAY 81. 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 PLACE 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 23 OCTOBER, 1947.

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:

PROPOSITION A.

2. "To zone annexed territory on South Flores Street Highway 281 South: as

"J" COMMERCIAL DISTRICT:

Lot 2, New City Block 7685; Lots 9 thru 18, New City Block 8666; 250 feet West of U. S. Highway 281 South from S. W. Military Drive to south end of New City Limits;

"F" LOCAL RETAIL DISTRICT:

All of New City Block 8592; All of New City Block 8622; All of New City Block 8626; All of New City Block 8949, Block 29; 150 feet on each side of Commercial, from S. W. Military Drive to New City Limits, in San Jose.

"C" RESIDENTIAL DISTRICT:

All of that area south of S.W. Military Drive not zoned for business.

PROPOSITION B.

3. "To zone annexed territory along Missouri Pacific Railroad; as

"M-M" SECOND MANUFACTURING DISTRICT:

All of New City Block 7964, Block 3; All of New City Block 7985, Block 6; Lots 11 thru 41, New City Block 7963, Block 2; All of New City Block 7965, Block 4; All of New City Block 7984, Block 7; All of New City Block 7986, Block 9; All of New City Block 7987, Block 10; All of New City Block 8007, Block 13; All of New City Block 8006, Block 14; All of New City Block 8008, Block 17; All of New City Block 8009, Block 18; All of New City Block 8029, Block 22; All of New City Block 8028, Block 23; All of New City Block 8030, Block 28; All of New City Block 8031, Block 29; All of New City Block 8051, Block 34; All of New City Block 8050, Block 35; All of New City Block 8507, Block 5; All of New City Block 8508, Block 8; All of New City Block 8510, Block 11; All of New City Block 8509, Block 12; All of New City Block 8511, Block 15; All of New City Block 8512, Block 16; All of New City Block 8515, Block 19; All of New City Block 8514, Block 20; All of New City Block 8513, Block 21; All of New City Block 8516, Block 24; All of New City Block 8517, Block 25; All of New City Block 8518, Block 26; All of New City Block 8519, Block 27; All of New City Block 8523, Block 30; All of New City Block 8522, Block 31; All of New City Block 8521, Block 32; All of New City Block 8520, Block 33; All of New City Block 8524; All of New City Block 8525; All of New City Block 8526, Block 1; All of New City Block 8526, Block 2; All of New City Block 7853; All of New City Block 7852; All of New City Block 8609, Block 3; All of New City Block 8607.

PROPOSITION C:

4. "To zone annexed territory on Pleasanton Road, from S. W. Military Drive to New City Limits: as

"J-J" COMMERCIAL DISTRICT:

200 feet on each side of Pleasanton Road from S.W. Military Drive to the New City Limits.

PROPOSITION D:

5. "To zone annexed territory on U. S. Highway 81: as

"L-L" FIRST MANUFACTURING DISTRICT:

Area bounded by Main Street on north, Somerset Road on east, S. W. Military Drive on south, and U. S. Highway 81 on west.

Area bounded by S. W. Military Drive on north, S.A.U.&G. Railroad on the west then along line from San Jose Depot east to Scott, then north on Scott to 6th Street, then east on 6th Street, to Logwood, then north on Logwood to S. W. Military Drive, in San Jose Addition.

PROPOSITION E.

6. "To zone annexed territory, on U. S. Highway 81 south; as

"J-J" COMMERCIAL DISTRICT:

Lots 31, 32, 33 and 34B, New City Block 8725, Block 1; Lots 15, 16, 26, 27, 28, 17A and 25B, New City Block 8727, Block 2; Lots 9-10A-11A and 12A, New City Block 8730, Block 4; Lots 25A-26A-27A-27B and 28, New City Block 8730, Block 4; Lots 3, 4, 5A, 6A, 26, 27, 28 and 29, New City Block 8730, Block 7; Lots 8C, 9, 7A from 200 feet south of Main Street to U. S. Highway 81 south, New City Block 8736, Block 8; Lots A14 and A15, New City Block 8736, Block 6; All of New City Block 8745, Block 6 west of U. S. Highway 81; Lots 6, 7 and 8 and south 150 feet of Lot 5, New City Block 8749, Block 10; All of New City Block 8758, Block 18 west of U. S. Highway 81; Lots 30, 31, 32, 34, 35 and 36, New City Block 8764, Block 24; All of New City Block 8771, Block 31; Lot 20 west of Highway 81, New City Block 8748; Lots 1, 2, 3, 19, 20, and 21, New City Block 8776, Block 7; Lots 4, 5, 16, 17 and 18, New City Block 8777, Block 8 west of U. S. Highway 81 south; Lots 14, 13 and 12 and south 200 feet of 11, New City Block 8778; Block 9, west of U. S. Highway 81, also Lot 15 west of Highway 81; All of New City Block 8782, Block 4.

7. All ordinances and parts of ordinance in conflict herewith are repealed, and the present classification of said area is discontinued.

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

9. 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, as made and provided by the Charter of the City of San Antonio.

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

11. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk.

* * *

AN ORDINANCE 6077

TERMINATING THE LEASE WITH SOUTHWEST ENGINE COMPANY,
BURTON D. SANTEE, OWNER, AT STINSON FIELD.

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

1. That the lease between the City of San Antonio and Southwest Engine Company, Burton D. Santee, owner, on Building 644 located at Stinson Field, is terminated by agreement effective as of November 1st, 1947.

2. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6078

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

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

1. This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Air Terminal Services, Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated May 22, 1947.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of May 22, 1947, is hereby amended and changed as follows; to-wit:

I

Paragrapy 5 is hereby changed so that the same shall hereafter read as follows:

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

II

Said lease as executed by virtue of said Ordinance of May 22, 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPROVED AND ACCEPTED this 23rd day of October, A.D. 1947.

Air Terminal Services

/s/ By Martin S. Bateman
Authorized Agent

* * *

AN ORDINANCE 6079

AMENDING CONTRACT BETWEEN T. & N.O.R.R.CO, AND THE
CITY OF SAN ANTONIO FOR CAMP CUSHING.

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

1. That this ordinance makes and manifests an amendment and supplement to lease 39911, dated the 3rd of October, 1946, between the Texas & New Orleans Railroad Company, lessor, and City of San Antonio, lessee, in words and figures specified by the attached exhibit which is made a part hereof for all intents and purposes.
2. The Mayor is authorized to execute the same on behalf of the City of San Antonio.
3. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6080

MAKING A CONTRACT WITH J. W. BERRETTA ENGINEERS, INCORPORATED,
FOR PROFESSIONAL SERVICES AT THE SAN ANTONIO MUNICIPAL
AIRPORT UNDER THE FEDERAL AID PROJECT.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio and J. W. Beretta Engineers, Incorporated, WITNESSETH:
2. That the parties to these presents, each in consideration of the agreement made herein, do hereby covenant mutually, the City for itself and its successors, and the Engineer for itself and its successors, as follows, to-wit:
3. The Engineer will design, make and supply the City with all necessary plans, working drawings, and specifications for all construction and improvements at the San Antonio Municipal Airport under the terms of the Federal Aid Project entered into between the City of San Antonio and the Administrator of Civil Aeronautics, United States Department of Commerce, under Federal Aid Project 9-41-080-8 for additional runways, ramps and lighting; at a total cost of not to exceed \$530,000.00, also sewers and drains.
4. The Engineer shall deliver to the City Airport Director a complete set of reproducible prints of all specifications, maps, drawings and data, as built.
5. The Engineer shall give his personal attention to the performance of this contract and shall employ only competent and skilled assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide field parties, inspection.
6. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Engineer 5½ per cent of the contract price at the office of the Auditor of the City of San Antonio, in Bexar County, Texas, upon the acceptance by the City by resolution of the construction.

7. In consideration of the faithful performance of this contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City, and the supervision of the contractor to the completion of the construction, the City agrees and is bound hereby and obligated to pay the Engineer the specified compensation as follows, to-wit: (a) Upon the completion and the acceptance of the preliminary estimates and preliminary report, 7½ per cent of the fee shall be paid upon an estimate approved by the City Airport Director; (b) Upon the completion and acceptance of the detailed plans and specifications, 55 per cent of the fee shall be paid upon an estimate approved by the City Airport Director; and (c) For general supervision, 37.5 per cent in partial payments made from time to time during the progress of the actual construction in accord with the progress on the job made by the contractor, shall be paid upon estimates approved by the City Airport Director.

8. The Engineer shall perform his duties to the exclusive satisfaction of the Mayor, who shall have the power to appoint representatives on the job to act in the absence of the Mayor.

9. When requested to do so, the Engineer will make or procure preliminary estimates on the cost of the work. Upon the receipt of bids by the City for the construction, the Engineer shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.

10. The Engineer will complete the necessary City standard forms of advertisement for bids and for the general contracts for the said construction, keep the accounts for said construction, to issue necessary certificates of payment and conduct the general administration and supervision of the work.

11. If the execution of any work specified be abandoned by the City, the Engineer shall be paid in the proportion that the abandoned work bears to the completed work. Any element that may have been omitted in the description of the work of the Engineer but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Engineer as if the same had been specifically stated without any additional charge to the City.

12. The following data, now in the hands of J. W. Beretta Engineers, Inc., will be available to the City, without cost. These data are required in the preparation of the Federal Aid Project.

(1) Location Map & Vicinity Map; (2) Topographic and Contour Map; (3) Layout Plan, with station numbers and angles of intersections of all runways; (4) Soil Borings and Soil Analysis Data, in connection with previous work; (5) Drainage Layout Map; (6) Lighting Plans for existing runways.

13. On Item (b), paragraph 7, the City will be credited with \$2500.00 paid to the Engineer under contract with the City, to prepare a report, entitled "San Antonio Metropolitan Area Air Facilities Report", which was a prerequisite to the submission of a Project Request for Federal Aid in improvement of San Antonio's air facilities.

14. The foregoing instrument in writing constitutes the entire agreement herein, 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 of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

15. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

16. ACCEPTED as the contract between the City of San Antonio and J. W. Berretta Engineers, Incorporated, this the 23rd day of October, A.D. 1947.

J. W. Berretta Engineers, Incorporated,

W. F. Greenslade, Jr.
Secy.

/s/ By: Chas. P. Reming, Executive Vice President.

* * *

AN ORDINANCE 6081

MAKING CONTRACT BETWEEN T.&N.O.RR CO., BELFAST SUPPLY COMPANY, W. J. BOYLE, SOLE OWNER AND CITY OF SAN ANTONIO, FOR LEASE OF TEAM TRACK.

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

1. That this ordinance, together with the attached documents which are made a part hereof for all intents and purposes, makes and manifests the contract between the City of San Antonio and the Texas and New Orleans R.R. Company and Belfast Supply Company, J. W. Doyle, sole owner, for the use of team track described in Exhibit A attached hereto.

2. The Mayor is hereby authorized to sign these documents.

3. PASSED AND APPROVED this 23rd October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6082

MAKING A CONTRACT BETWEEN SHELL OIL COMPANY, INCORPORATED,
AND CITY OF SAN ANTONIO FOR LEASE OF PRIVATE TRACKS OF
THE CITY, AT STINSON FIELD.

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

1. That this ordinance together with the attached document which is made a part hereof for all intents and purposes, makes and manifests the contract between the City of San Antonio and the Shell Oil Company, Incorporated, for the use of the private tracks of the City described in Exhibit A attached hereto, and the Mayor is hereby authorized to sign this document.

2. PASSED AND APPROVED THIS 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

A RESOLUTION

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND THE
WAR DEPARTMENT FOR THE USE OF BLOCK NO. 300 AT STINSON
FIELD FOR THE NATIONAL GUARD, AND RELIEVING WAR ASSETS
ADMINISTRATION OF THE TERMS OF LEASE W-359-eng-3686.

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

1. Whereas, on the 10th day of July, 1941, the City of San Antonio, Texas and the United States of America entered into Lease No. W-359-eng-3686 covering approximately 56 acres of land, located in the County of Bexar, State of Texas, which land was used by the Government for the construction of and use as an Army Airfield; and,

2. Whereas, on the 29th day of February, 1946, the said airport was declared surplus to the needs of the War Department; and,

3. Whereas, on the 8th of August, 1946, jurisdiction of the said airport was transferred by the War Department to the War Assets Administration of disposal; and,

4. Whereas, the War Department has directed that Block No. 300, with buildings thereon, together with the right of ingress and egress and necessary utilities, be withdrawn from surplus category and placed under the jurisdiction of the War Department for use by the Texas National Guard; and,

5. Whereas, the War Assets Administration has authorized the withdrawal of said buildings, land, and utilities for use by the Texas National Guard, provided the said War Assets Administrations, its successors and assigns, is relieved of its obligation of restoration insofar as the facilities occupied by the Texas National Guard are concerned; NOW, THEREFORE:

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

6. That the City hereby relieves the War Assets Administration, its successors and assigns, of all terms, and conditions of Lease No. W-359-eng-3686 insofar as said lease pertains to Block 300 with buildings thereon, together with right of ingress and egress and necessary utilities, as of the date right of entry is granted to the Texas National Guard and that the Mayor of the City of San Antonio is hereby authorized to execute such instrument as is necessary to relieve the War Assets Administration, its successors or assigns, of said restoration.

7. That the City authorizes the issuance of a lease to the War Department (Southwestern Division Engineer) providing for the use of Block Number 300, with buildings thereon, with right of ingress and egress, Stinson Field, for the use by the Texas National Guard at an annual rental of \$1.00 dating from the 25th of October, 1947, on such terms and conditions as appear to be advisable, for a period of 1 year, subject to renewal for such additional periods as may be mutually agreed upon and that the Mayor is authorized to execute such lease on behalf of the City.

8. That the said components of the armed forces are to be allowed the uninterrupted use of the utility systems serving the area and that the rates therefor shall not exceed those in effect and charged other users in the locality.

9. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

A RESOLUTION

DIRECTING THE CITY ATTORNEY TO PROCEED TO THE ABATEMENT
OF THE NUISANCE CREATED BY EPSTEIN BROTHERS BY HAVING
AN UNSAFE BUILDING AT 1816 NORTH SARZAMORA STREET.

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

1. That the City Attorney proceed by an action to abate the nuisance created by Meyer Epstein and Jerome Epstein by maintaining a building at 1816 North Zarzamora Street that is unsafe and not in conformity with the Building Code of the City of San Antonio.

2. Meyer Epstein and Jerome Epstein are directed to proceed to repair said building under the direction of the Building Inspector of the City of San Antonio to make this building safe and to conform with the Building Code of the City of San Antonio within 10 days from this date and to correct the nuisance created by said building.

3. If said work is not begun within the time specified and not prosecuted diligently until the result is accomplished, the City Attorney is directed to file such action in the District Courts of Bexar County, Texas, as will result in the removal of said building.

4. This building is declared to be a nuisance because it is unsafe and insecure on account of the defective construction, overloaded floors, unsafe roof trusses, weak framing and lack of water and sewage facilities.

5. The City Clerk is directed to send a certified copy of this Resolution to Epstein Borthers, 1411 South Laredo Street, San Antonio, 7, Texas.

6. PASSED AND APPROVED this 23rd day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 540

AN ORDINANCE 6083

APPROPRIATING \$25,028.77 (\$25,000 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$28.77 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY ONE (1) NOTE, NO. 27 AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 27 of the 1947 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$28.77, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes, Interest Department, to pay interest on the 1947 General Fund Note No. 27.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 541

AN ORDINANCE 6084

TRANSFERRING \$10,000.00 OUT OF THE BACK TAX GENERAL FUND TO THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10,000.00, be and the same is hereby ordered transferred from the Back Tax General Fund to the 1947 General Fund, Taxes, Licenses, Fines etc. Account.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 542

AN ORDINANCE 6085

TRANSFERRING \$3,000.00 OUT OF THE 1945 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, TO THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,000.00, be and the same is hereby ordered transferred from the 1945 General Fund, Taxes, Licenses, Fines etc. Account to the 1947 General Fund, Taxes, Licenses, Fines etc. Account.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 543

AN ORDINANCE 6086

APPROPRIATING \$5,632.02, OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT, TO PAY POLICE, FIREMEN & FIRE ALARM OPERATORS SERVICE PAY, TO BE DEPOSITED TO THE POLICE & FIREMEN'S WAGE RESERVE ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,632.02, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes Account, for the service pay (In controversy) due on regular semi-monthly payrolls ending October 31, 1947, this to be deposited to a special fund called: "POLICE & FIREMEN'S WAGE RESERVE ACCOUNT," in the amount of\$5,632.02.

Police Service Pay.....	\$ 1,611.02
Firemen's Service Pay	3,976.00
Fire Alarm Op. Serv. Pay	<u>45.00</u>
Total Service Pay.....	\$ 5,632.02

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 544

AN ORDINANCE 6087

APPROPRIATING \$1,735.35 OUT OF THE COMMERCE BUILDING FUND, FOR REGULAR SEMI-MONTHLY HEALTH DEPARTMENT PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,735.35, be and the same is hereby appropriated out of the Commerce Building Fund, for semi-monthly Health Department payroll for the period ending October 31, 1947, in the amount of \$1,735.35.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 545

AN ORDINANCE 6088

APPROPRIATING \$325.00 OUT OF THE INTERREGIONAL HWY A-45 FUND, FOR REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$325.00, be and the same is hereby appropriated out of the Interregional Hwy A-45 Fund, for semi-monthly payroll for the Engineering Co-ordinator and the Negotiator, for the period ending October 31, 1947, in the amount of\$325.00.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 546

AN ORDINANCE 6089

APPROPRIATING \$700.00 OUT OF THE STREET & BRIDGE C-45 FUND, FOR REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$700.00, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for regular semi-monthly payroll for the Engineers for the period ending October 31, 1947, in the amount of \$700.00.

PASSED AND APPROVED on the 30th day of October, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 547

AN ORDINANCE 6090

APPROPRIATING \$210.80 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, PAYABLE TO DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$210.80, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to Dan Quill, Postmaster, for postage stamps, as per approved purchase orders on file in the City Auditor's office.

Mayor's Office.....	\$ 3.00
Street Maintenance Dept.	15.00
Commissioner of Parks	15.00
Witte Museum	27.50
Corporation Court	150.30
	<hr/>
	\$210.80

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 548

AN ORDINANCE 6091

APPROPRIATING \$210.34 OUT OF THE 1947 GENERAL FUND, ZOO DEPARTMENT, TO PAY L. F. GRUBE FOR 345 BALES OF JOHNSON GRASS HAY FOR FEEDING OF ZOO ANIMALS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$210.34, be and the same is hereby appropriated out of the 1947 General Fund, Zoo Department, to pay L. F. Grube for 345 bales of Johnson Grass Hay for feeding of zoo animals as per approved Purchase Orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 549

AN ORDINANCE 6092

APPROPRIATING \$450.00 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, TO PAY GENERAL ELECTRIC CO., FOR ONE HIGH SPEED PINION GENERAL ELECTRIC AIR COMPRESSOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$450.00, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, to pay General Electric Company for One highSpeed Pinion General Electric Air Compressor, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST: Alfred Callaghan
M A Y O R

J. Frank Gallagher
City Clerk * * *

APPRO. NO. 550

AN ORDINANCE 6093

APPROPRIATING \$291.56 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPTS., TO PAY THE COLLECTOR OF INTERNAL REVENUE, GOVERNMENT TAX ON ADMISSIONS FOR THE MONTH OF SEPTEMBER, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$291.56, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to the Collector of Internal Revenue, being Tax on Admissions from September 1st, 1947 to September 30th, 1947 inclusive, as per statement on file in the City Auditor's Office as follows:

Governor's Palace.....	\$41.52
Witte Museum	47.84
Swimming Pools	202.20
	<hr/>
	\$291.56

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 551 AN ORDINANCE 6094

APPROPRIATING \$118.60 OUT OF THE 1947 GENERAL FUND, GARBAGE AND SANITATION DEPARTMENT, TO PAY ELGIN SWEEPER COMPANY, FOR DLB-P POWER DRIVE COUPLING ASBLIES AND DLB-U POWER DRIVE SPROCKET ASBLIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$118.60, be and the same is hereby appropriated out of the 1947 General Fund, Garbage and Sanitation Department, to pay Elgin Sweeper Company of Elgin, Ill. for DLB-P Power Drive Coupling Asblies and DLB-U Power Drive Sprocket Asblies as per approved Purchase Order #5280 on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 552 AN ORDINANCE 6095

APPROPRIATING \$285.00 OUT OF THE 1947 GENERAL FUND, PUMPING STATIONS, TO PAY LOYD ELECTRIC COMPANY TO REWIND ONE 65 H.P., G.E. 3 PHASE MOTOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$285.00, be and the same is hereby appropriated out of the 1947 General Fund, Pumping Stations, to pay Loyd Electric Company to reqind one 65 H. P., G. E. 3 phas Motor, as per approved Purchase Order on file in City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 553 AN ORDINANCE 6096

APPROPRIATING \$420.85 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY KELLY CONSTRUCTION COMPANY FOR CITY'S PART OF PAVING THE 2100, 2200 AND 2300 BLOCKS OF MORALES STREET.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$420.85, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Kelly Construction Company, their first and final estimate for the City's part of paving the 2100, 2200, and 2300 blocks of Morales Street, in cooperation with the property owners, as per statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

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

* * *

APPRO. NO. 554

AN ORDINANCE 6097

APPROPRIATING \$42.96 OUT OF THE 1947 GENERAL FUND, ENGINEERING DEPARTMENT, TO PAY BRANIFF AIRWAYS, INC., FOR TRANSPORTATION OF JAMES W. KNIGHT AND THOS H. COGHILL, ATTENDING MEETING IN FT. WORTH ON OFFICIAL BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$42.96, be and the same is hereby appropriated out of the 1947 General Fund, Engineering Department, to pay Braniff Airways, Inc., for transportation of James W. Knight and Thos. H. Coghill attending meeting in Fort Worth, Texas on official business, as per statement on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 555

AN ORDINANCE 6098

APPROPRIATING \$200.00 TO SLATS-O-WOOD AWNING COMPANY, INC., IN PAYMENT FOR PERMANENT EASEMENT OF RIGHT-OF-WAY FOR A FILL ON, OVER AND ACROSS LAND, FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$200.00 be and the same is appropriated hereby out of Interregional Highway A-45 Fund, to Slats-o-Wood Awning Company, Inc., in payment for permanent easement or right-of-way for Urban Expressway (Interregional Highway) to construct a fill on, over and across part of Lot 8, New City Block 207, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 556

AN ORDINANCE 6099

APPROPRIATING \$7,000.00 TO COMMERCIAL ABSTRACT AND TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MARY KRAML SCHROEDER, A WIDOW, 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 \$7,000.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Commercial Abstract and Title Company, in payment for land to be conveyed by Mary Kraml Schroeder, a widow, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being the West 40 feet of Lot 13, New City Block 194, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 557

AN ORDINANCE 6100

APPROPRIATING \$750.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY HENRY H. A. ADAMS, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

1. That \$750.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Henry H. A. Adams to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being part of Lot 12, New City Block 1038, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 558

AN ORDINANCE 6101

APPROPRIATING \$12,500.00 TO TEXAS TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MARY E. LILLEY AND B. L. LILLEY, 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 \$12,500.00 be and the same is appropriated hereby out of Interregional Highway A-45 Fund, to Texas Title Guaranty Company, in payment for land to be conveyed by Mary E. Lilley and B. L. Lilley, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot B, New City Block 323, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 559

AN ORDINANCE 6102

APPROPRIATING \$4,250.00 TO TEXAS TITLE COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY JESUS RAMONES AND ISABEL RAMONES, 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 \$4,250.00 be and the same is appropriated hereby out of Interregional Highway A-45 Fund, to Texas Title Company, in payment for land to be conveyed by Jesus Ramones and Isabel Ramones, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lot A-15, Block 2, New City Block 294, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 560

AN ORDINANCE 6103

APPROPRIATING \$129,199.57 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, FOR REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$129,199.57 be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes Account, for regular semi-monthly payrolls for the period ending October 31, 1947 as follows:

Public Affairs in General.....	\$ 21,101.13
Taxation Department	5,980.00
Parks, Sanitation & Public Property	14,458.58
Streets & Public Improvements	11,714.24
Fire & Police Department	75,945.62
Total.....	<u>\$129,199.57</u>

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 561

AN ORDINANCE 6104

APPROPRIATING \$250.00 OUT OF THE 1946 GENERAL FUND, STINSON FIELD DEPARTMENT, TO PAY CATTO & PUTTY, OCTOBER INSTALLMENT NO. 5, DUE OCTOBER 19TH, 1947 ON HANGAR DOORS AT STINSON FIELD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.00, be and the same is hereby appropriated out of the 1946 General Fund, Stinson Field Department, to pay Catto & Putty, October installment, No. 5, due for doors on Hangars 601 and 602 at Stinson Field in accordance with the ordinances passed and approved on November 14th, and 21st, 1946. (this being the 5th payment on \$3,000.00 Note dated May 19th, 1947)

ATTEST:

J. Frank Gallagher
City Clerk

(To be paid out of Appro. No. 1142, dated May 31, 1947)
PASSED AND APPROVED on the 30th day of October, 1947.

Alfred Callaghan
M A Y O R

APPRO. NO. 562

AN ORDINANCE 6105

APPROPRIATING \$376.23 OUT OF THE PARK REVENUE BOND, 1945 FUND, TO PAY VARIOUS MERCHANTS FOR SUPPLIES AND MISCELLANEOUS MATERIALS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$376.23, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for supplies and miscellaneous materials payable to the person, persons or firms, as per approved purchase orders on file in the City Auditor's Office, as shown below:

Carpenter Paper Co.....	\$ 81.73
Commercial Recorder	67.60
Golden West Oil Co.	6.80
Magnolia Petroleum Co.	96.60
Peaslee-Gaulbert Corp.	22.00
San Antonio Armature Works, Inc.	21.20
San Antonio Radiator Co.	68.50
Southwestern Bell Telephone Co.	11.80
	<hr/>
	\$376.23

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 563

AN ORDINANCE 6106

APPROPRIATING \$408.11 OUT OF THE COMMERCE BUILDING FUND, TO PAY VARIOUS MERCHANTS FOR SUPPLIES AND MISCELLANEOUS MATERIALS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$408.11, be and the same is hereby appropriated out of the Commerce Building Fund for supplies and miscellaneous materials payable to the person, persons or firms, as per approved purchase orders on file in the City Auditor's Office as shown below:

Blue and Blue, Printers.....	\$ 33.65
Heusinger Hardware Co.	4.76
R. P. Kincheloe Co.	137.80
Martin Linen Supply Co.	4.49
Monarch Radio & Appliance Co.	8.32
Otis Elevator Co.	66.00
Shiner-Sien Paper Co., Inc.	76.94
Standard Printing Co.	2.40
Star Chemical Co., Inc.	73.75
	<hr/>
	\$408.11

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 564

AN ORDINANCE 6107

APPROPRIATING \$120.00 OUT OF HOSPITAL BUILDING FUND OF 1927, TO PAY MARTIN WRIGHT ELECTRIC COMPANY FOR LIGHTING FIXTURES IN T. B. CLINIC DIVISION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$120.00, be and the same is hereby appropriated out of the Hospital Building Fund of 1927, to pay Martin Wright Electric Company for M-3032 Shielded Fluorescent Fixtures with Stem suspension and canopy with lamps for T. B. Chest Clinic, as per approved purchase order on file in City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

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

APPRO. NO. 565

AN ORDINANCE 6108

APPROPRIATING \$12.09 OUT OF THE 1947 GENERAL FUND, AIRPORT DEPARTMENT, TO DEFRAID EXPENSES OF HAROLD I. CLARK, ASSISTANT AIRPORT DIRECTOR, ON TRIP TO AND FROM AUSTIN ON OFFICIAL AIRPORT BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$12.09, be and the same is hereby appropriated out of the 1947 General Fund, Airport Department, to pay Harold I. Clark, Assistant Airport Director, of the City of San Antonio, Texas, to reimburse amount expended by him for necessary expenses on trip to and from Austin, Texas as per sworn statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 566

AN ORDINANCE 6109

APPROPRIATING \$12.00 OUT OF THE COMMERCE BUILDING FUND, TO PAY A. B. SAMUELS FOR CLEANING CHIMNEYS IN THE HEALTH BUILDING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$12.00, be and the same is hereby appropriated out of the Commerce Building Fund to pay A. B. Samuels for cleaning chimneys in the Health Building, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 567

AN ORDINANCE 6110

APPROPRIATING \$54.05 OUT OF THE 1946 GENERAL FUND, STINSON FIELD DEPT., TO PAY BELFAST SUPPLY COMPANY FOR 26 #6RK ASPHALT SPRAY NOZZLES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$54.05, be and the same is hereby appropriated out of the 1946 General Fund, Stinson Field Department, to pay Belfast Supply Company for 26 #6rk spray nozzles as per approved Purchase Order on file in the City Auditor's Office.

(Out of Appropriation No. 1111, dated May 29, 1947)

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 568

AN ORDINANCE 6111

AUTHORIZING THE MAYOR TO CONTRACT, ON BEHALF OF THE CITY OF SAN ANTONIO, FOR THE MAINTENANCE OF THE TWO-WAY RADIO EQUIPMENT BELONGING TO THE CITY OF SAN ANTONIO AND LOCATED ON STINSON FIELD, AND APPROPRIATING THE SUM OF \$600.00 IN PAYMENT THEREOF.

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

1. The Mayor is authorized to execute, on behalf of the City of San Antonio, a contract with the Blue Bonnet Service Company, for the maintenance of the two-way radio equipment located on Stinson Field as set forth in Contract attached.

2. That \$600.00 be and the same is hereby appropriated out of the 1947 General Fund, Stinson Field Department in payment for the above mentioned maintenance as set forth in Contract attached.

3. PASSED AND APPROVED this 30th day of October, A.D. 1947.

APPROVED AS TO FORM

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

COBBS, JR.
City Attorney

APPRO. NO. 569

AN ORDINANCE 6112

APPROPRIATING \$44.00 OUT OF THE 1947 GENERAL FUND, SAN JOSE BURIAL PARK, TO PAY JULES FONTAINE, 833 EAST MAGNOLIA, FOR EXPENSES TO FORT WORTH, TEXAS TO SECURE NEW PARTS FOR POWER MOWER, FROM OCTOBER 17TH TO OCTOBER 20TH, 1947, INCLUSIVE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$44.00, be and the same is hereby appropriated out of the 1947 General Fund, San Jose Burial Park, to pay Jules Fontaine, 833 East Magnolia Avenue, for expenses incurred by him, when he went to Fort Worth to secure new parts for Toro Power Mower. Trip was made from October 17th, to October 20th, 1947, inclusive. Expense account attached. Affidavit of account attached.

PASSED AND APPROVED on the 30th day of October, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6113

AMENDING A LEASE MADE WITH L. H. HILL FOR LAND IN OLMOS BASIN, ON THE 6 OF SEPTEMBER, 1945, TO ABATE RENT.

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

1. That the lease made by an ordinance with L. H. Hill for land in Olmos Basis, on the 6 of September 1945, is hereby amended to change the acreage specified in paragraph 3 from 75 acres to 42 acres, and the License and Dues Collector is directed to calculate the rental on the basis of 42 acres at the rate of \$4.00 per acre oer year.

2. Otherwise, said lease is to remain in full force and effect as made.

3. PASSED AND APPROVED this 30th day of October, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6114

GRANTING SINCLAIR REFINING COMPANY AN EASEMENT FOR THE USE OF CERTAIN STREETS AND OTHER CITY PROPERTY TO LAY, MAINTAIN, OPERATE, ETC., A PIPE LINE FOR THE TRANSPORTATION OF THE PRODUCTS OR BY-PRODUCTS OF CRUDE PETROLEUM, OIL AND/OR GAS AND OTHER SUBSTANCES.

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

1. That the written proposal of Sinclair Refining Company, dated October 29, 1947, bidding \$2,500.00 and other additional consideration for a grant to it of the use of certain streets, sidewalks, and other city property, be and the same is hereby accepted, it having been found by the City Commissioners that such easement will not interfere with the public use of the streets and other property of the City of San Antonio, nor will it create any hazardous or dangerous condition thereon.

2. And that this ordinance makes and manifests the grant of an easement by the City of San Antonio, a municipal corporation situated in Bexar County, State of Texas, acting by and through Alfred Callaghan, its Mayor.

3. For and in consideration of the sum of \$2,500.00, cash in hand paid by Sinclair Refining Company, receipt of which is hereby acknowledged, and for additional consideration as hereinafter set forth, the City of San Antonio hereby grants unto Sinclair Refining Company, a Maine corporation, the use of a portion of the hereinafter named streets, sidewalks, etc., of the City of San Antonio for the following private purposes, to-wit:

4. The permanent right and easement to lay, maintain, inspect, operate, alter, repair, replace, remove, and re-lay a pipe line for the transportation of the products or by-products of crude petroleum, oil and/or gas and other substances of like or different nature, and such other equipment and appurtenances as may be necessary or convenient for such operations over, through, upon, under and across the following named streets, water courses, and other property belonging to the City of San Antonio, to-wit:

Terrell Street	South Flores Street	Westfall Street	South Laredo Street
Yucca Street	Applewhite Street	Alazan Creek	San Antonio River
Twohig Street	Probandt Street	St. Mary's Street	South Presa Street
Hoefgen Avenue	Nogalitos Street	and Underpass	

and any and all other streets and alleys not specifically named herein, but which are delineated on the map or plat attached hereto and made a part hereof for all purposes, which discloses the route to be followed by said pipe line running from its entry into the City of San Antonio at the city limits at a point on Terrel Street north of the intersection of Goldsmith and Terrel Streets, and then in a continuous line traversing both the streets of the City of San Antonio, private property, railroad rights-of-way, and city property, to the

terminal thereof on the property belonging to Sinclair Refining Company on Lot A-20, New City Block 2551, adjacent to Tampico Street. At any location, as shown by the attached map, at which said pipe line is shown to be laid on private property, the same may be laid in lieu thereof on the adjacent street or streets of the City of San Antonio, and such right is hereby granted, provided that this grant is limited to the right to lay, maintain, inspect, operate, alter, repair, replace, remove, and re-lay such pipe line in and across the above described streets, alleys, water courses, and other property belonging to or under the control of the City of San Antonio for an aggregate distance in and across such streets and property of the City of San Antonio of not to exceed 1,100 rods. Should the total aggregate length of such easement over city property exceed 800 rods by virtue of the right granted in the preceding sentence, then the additional consideration for the grant of this easement shall be \$3.00 per rod for each and every rod in excess of 800 rods. Such additional consideration, if any, shall be payable forth with by Sinclair Refining Company upon certification by the City Engineer of the true aggregate distance traversed by such pipe line over, through and under city property.

5. Together with at all times all rights of ingress and egress to, over, upon, through, and from said land, streets, alleys, water courses necessary or convenient for the full and complete use by Sinclair Refining Company of said right-of-way easement; the City of San Antonio does hereby reserve unto itself and for its citizens and except form this grant and easement the right to fully use and enjoy said premises except as same may be necessary for the purposes granted to Sinclair Refining Company.

6. Grantee herein, Sinclair Refining Company, shall lay its pipe line in accordance with the best practices of the industry and in accordance with the standards and specifications approved by the City Engineer.

7. Sinclair Refining Company shall be liable for all damages to city property which may arise from its operation in laying, maintaining, operating, repairing, replacing, or removing said pipe line.

8. The terms, conditions and provisions of the grant of this easement shall extend to and be binding upon the successors and assigns of the respective parties hereto.

PASSED, APPROVED AND EXECUTED this 30th day of October, 1947.

ATTEST:	APPROVED AS TO FORM	Alfred Callaghan
J. Frank Gallagher	<u>COBBS, JR.</u>	M A Y O R
City Clerk	City Attorney	
	* * *	

AN ORDINANCE 6115

AUTHORIZING THE MAYOR TO EXECUTE DEED TO AMALIE FORSTER, A WIDOW, AND OTHERS.

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 and directed to execute special warranty deed of the City of San Antonio conveying to Amalie Forster, a widow, a life estate, with the remainder to Louise Norwood, wife of Clifford S. Norwood, for her sole and separate use and for the benefit of her separate estate, for a consideration of \$10.00 and other valuable consideration paid by the grantees named, the following described property, to-wit:

2. Being the Northeast part of Lot 15, New City Block 8338, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, more fully described by metes and bounds as follows: Beginning at the northeast corner of Lot 15, New City Block 8338, for the northeast corner of this tract; thence south 6 deg. 29' west, along the east line of said Lot 15, 69.63 feet to a point in the new northeast line of Bandera Road for the southeast corner of this tract; thence north 48 deg. 55' west, along the said new northeast line of the Bandera Road, 122.62 feet to a point in the north line of said Lot 15, for the northwest corner of this tract; thence south 83 deg. 31' east, along the north line of said lot 15, 100.94 feet to the place of beginning.

3. PASSED AND APPROVED this 30th day of October, A.D. 1947.

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

AN ORDINANCE 6116

AUTHORIZING MILTON A, FRIEDRICH TO BUILD A SEWER ON LAMANDA BOULEVARD.

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

1. WHEREAS, Milton A. Friedrich has heretofore requested permit for the installation of an extension to the sanitary sewer system of the City of San Antonio, on Lamanda Boulevard; and

2. WHEREAS, this sewer line will serve Lots 2, 3, 4, 5 and 6 in New City Block 7253, and Lots 4 and 5, New City Block 7254, sewer connections to be made in sewer line located in the first alley west of San Pedro Avenue and connect into the sewer line on Lamanda Boulevard, as indicated on plan on file in the office of the City Sewer Engineer; and will be constructed according to the plat, line and grade established and approved by the City Engineer and in accordance with the agreement with the Commissioner of Streets and Public Improvements, and the final cost of said sewer shall be filed with the City Engineer of the City of San Antonio; NOW, THEREFORE:

3. Milton A. Friedrich is granted a permit to connect sanitary sewers built in accordance with said agreement, with the sewerage system of the City of San Antonio.

4. Said sewer line when completed and connected with the City sewer system, shall become the property of the City of San Antonio and a part of its public sewer system.

5. The permittee shall have the right until the first day of January 1953, to charge and collect a fee of \$50.00 for each connection to each housing unit or each commercial unit for the distance specified, going into said sewer system, but the City of San Antonio shall not be responsible for the collection or payment thereof. The City of San Antonio will not issue a permit for a connection into the sewer system described herein without the written order of the permittee.

6. The permit hereby granted is temporary and the City reserves the right to revoke the same at any time, with or without notice, for any reason that may in the judgment of the City be sufficient, and to stop taking the sewage, or any part thereof.

7. This permit hereby granted shall be for sanitary sewage, and no use shall be made thereof, in the opinion of the City Sewer Engineer, is detrimental to the sewerage system of the City of San Antonio, or which might impair the function of its sewage treatment plant.

8. Individual service connections and house piping shall be made in conformity with the ordinances of the City of San Antonio, but same shall not be made until said sewer lines have been completed and properly connected to the City's main sewer line, duly approved by the City Sewer Inspector, and duly accepted by the City of San Antonio.

9. Each individual user shall make application for the service connection and the house piping to the City Plumbing Inspector, and shall pay the City for all fees stipulated in the City ordinances.

10. The City of San Antonio shall never be liable to any user for any pecuniary damages for failure to take sewage, and the right for such action is waived as a part of the consideration for this permit.

11. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6117

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

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

1. That the petition of John J. Corrigan, 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 1833 Lamanda STREET, LOT 18, BLOCK 199, Los Angeles Heights, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage 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 30th DAY OF OCTOBER, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ John J. Corrigan & Gladys Corrigan, Petitioner and Licensee.

AN ORDINANCE 6118

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF CLARKSON GROOS.

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

1. That the petition of Clarkson Groos, 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 810 Elizabeth Road, LOT 3, BLOCK 5526, Terrell Hills, and not other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay 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 madw 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 expenses incurres by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage in the City Sewerage System when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, asnd said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED THIS 30th DAY OF OCTOBER, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Clarkson Groos

Mrs. Clarkson Groos
Petitioner and Licensee

* * *

AN ORDINANCE 6119

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF C. F. SCHULTZ &
LUANNIE SCHULTZ.

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

1. That the petition of C. F. Schultz & Luannie Schultz, 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 1802 San Angelo Street, rear, LOT E. $\frac{1}{2}$ of Lot 9, and Lot No. 10, BLOCK 186, Los Angeles Heights Subd. Bexar County, Texas, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

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

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

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

PASSED AND APPROVED THIS 30th DAY OF OCTOBER, A.D 1947.

ATTEST

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ C. F. Schultz

Luannie Schultz
Petitioner and Licensee

* * *

AN ORDINANCE 6120

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF ALBERT TALERICO.

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

1. That the petition of Albert Talerico, 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 MUNBER 1732 Venice STREET, LOT 3, BLOCK 200, of Los Angeles Hts., 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 30th DAY OF OCTOBER, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

/s/ Albert Talerico
Petitioner and Licensee.

AN ORDINANCE 6121

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF STELLA CHAPUT.

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

1. That the petition of Stella Chaput, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is not situated on said premises at NUMBER 904 Austin Hwy., LOT 19-20-2, BLOCK 22, 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 30th DAY OF OCTOBER, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Stella Chaput

By: John Hagy, Agent
Petitioner and Licensee

* * *

AN ORDINANCE 6122

ACCEPTING THE PROPOSAL OF, AND CREATING CONTRACT WITH
C. L. WORTHY, SR., FOR GRAVEL.

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

1. That this Ordinance evidences 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 C. L. Worthy, Sr., of San Antonio, Texas, for gravel from the pit located on the Callahan Road, known as the Worthy Gravel Pit, payment for such gravel to be made upon estimates and statements approved by the City Engineer,

2. PASSED AND APPROVED this 30th day of October, A.D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 6123

AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN: REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES: PER CENT OF LOT THAT MAY BE OCCUPIED: THE SIZE OF YARDS, COURTS AND OPEN SPACES: DENSITY OF POPULATION: LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES: DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICTS: PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT: ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USES, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS: PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF: TO ZONE - PROPOSITION A, A PORTION OF CASTROVILLE ROAD: PROPOSITION B, A PORTION OF CASTROVILLE ROAD: PROPOSITION C, A PORTION OF CASTROVILLE ROAD: PROPOSITION D, A PORTION OF CASTROVILLE ROAD: PROPOSITION E, LINCOLNSHIRE SUBDIVISION: AND PROPOSITION F, A PORTION OF GUADALUPE STREET. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED IN NOT MORE THEN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED 30 OCTOBER, 1947.

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:

PROPOSITION A.

2. "To zone a portion of Castroville Road as "J-J" COMMERCIAL DISTRICT:

Lots 178 thru 184, New City Block 8124, Block 3; Lots 145 thru 151, New City Block 8125, Block 2; Lots 110 thru 114, New City Block 8126, Block 1; Depth of 200 feet north of Castroville Road in New City Block 8133 and 8134; Lot 15 thru 17, New City Block 8096, Block 16; Lots 28 thru 31 and Lots 57 thru 60, New City Block 8096, Block 15; Lots 32 thru 35 and Lots 65 thru 68, New City Block 8096, Block 14; Lots 34 thru 37, New City Block 8096, Block 13; Depth of 150 feet north of Castroville Road in New City Block 8981; Lots 1 thru 10, New City Block 8540, Block 1; Lots 1 thru 10, New City Block 8540, Block 2; Lots 1 thru 5, New City Block 8540, Block 3; Depth of 150 feet north of Castroville Road in New City Block 8987; Lots 19 thru 23, New City Block 8977, Block 6; Lots 23 thru 33, New City Block 8987, Block 1; Depth of 150 feet north of Castroville Road between Harrison Avenue and McKinley Avenue: Lots 1 thru 25, New City Block 8993, Block 22; Lots 1 thru 25, New City Block 8993, Block 21;

PROPOSITION B.

3. "To zone a portion of Castroville Road as "J-J" COMMERCIAL DISTRICT:

Depth of 150 feet south of Castroville Road between Stephenson Road and Juanita Avenue: Lots 1 thru 10, New City Block 8541, Block 1; Lots 1 thru 10, New City Block 8541, Block 2; Lots 1 thru 5, New City Block 8541, Block 3; Lots 1 thru 3, New City Block 8542, Block 2; Lots 1 thru 3, New City Block 8542, Block 1; Lot 1 thru 4, New City Block 8543, Block 21; Lots 1 thru 4, New City Block 8543, Block 22; Depth of 150 south Castroville Road from New City Block 8543, Block 22 to Acme Road.

PROPOSITION C.

4. "To zone a portion of Castroville Road as "F" LOCAL RETAIL DISTRICT:

Depth 150 feet north of Castroville Road from New City Block 7001 west to S. W. 21st Street: Lots 19 thru 36, New City Block 7004; Depth of 150 feet north of Castroville Road in New City Block 7003; Depth of 150 feet south of Castroville Road from S. W. 19th Street west to S. W. 24th Street.

PROPOSITION D.

5. "To zone a portion of Castroville Road as "F" LOCAL RETAIL DISTRICT:

Lots 13 thru 18 and Lots 20 thru 22, New City Block 8177; Lots 49 and 50, New City Block 8176; 150 feet south of Castroville Road in New City Block 3685, Block 20.

PROPOSITION E.

6. "To zone Lincolnshire Subdivision as follows: "A" SINGLE FAMILY RESIDENTIAL DISTRICT:

Lots 4 thru 21, New City Block 9551, Block 1; All of New City Block 9554, Block 4; All of New City Block 9555, Block 5.

"F" LOCAL RETAIL DISTRICT:

Lots 1 thru 9, New City Block 9552, Block 2; Lots 1 thru 3, New City Block 9551, Block 1.

"B" RESIDENTIAL DISTRICT:

Block 2, New City Block 9552 less Lots 1 thru 9; Block 3, New City Block 9553; Block 6, New City Block 9556; Block 7, New City Block 9557; Block 8, New City Block 9558:

PROPOSITION F.

7. "To zone a portion of Guadalupe Street as "G" LOCAL RETAIL DISTRICT:

Lots 33 thru 52, New City Block 6494; Lots 1 thru 32, New City Block 6495; Depth of 100 feet north of Guadalupe Street in New City Block A34; Lots 10 thru 15, New City Block 6110; Lots 9 thru 16, New City Block 6109; Lots 9 thru 16, New City Block 6108; Lots 12 thru 16, New City Block 6107; Lots 6 thru 8 and Lots 33 thru 37, New City Block 2883; Lots 1 thru 12, New City Block 2884; Lots 1 thru 6, New City Block 2885; Lots 6 thru 12, New City Block 2886; Lots 6 thru 19, New City Block 6590; Lots 1 thru 3 $\frac{1}{2}$, New City Block 6594; Lots 1 thru 15, New City Block 6130; Lots 1 thru 8, New City Block 6126.

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

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

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

11. 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.

12. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 6124

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

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

1. That this ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Aviation Services of Texas, Inc., Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated 14th of August 1947, WITNESSETH:

Said lease as authorized and given by said Ordinance of 14th of August 1947, is hereby amended and changed as follows, to-wit:

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

3. Office space of approximately 530 square feet in the Southeast corner of Hangar 2, and a small building 50 feet from the Southwest corner of Hangar 2, and approximately 300 square feet of office space in the Southwest corner of Hangar 2, said structures located on San Antonio Municipal Airport, San Antonio, Texas, and to be used for sales of aircraft, aircraft accessories and supplies, aircraft engines and parts, student instruction, and sale of any other items related to or used in conjunction with the operation of the business.

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

4. The amount of rent for this space is \$87.50 per month, payable monthly in advance at the office of the License and Dues Collector, City Hall, San Antonio, Texas, at the rate of \$87.50 per month each month for the term hereof, and in addition to the charges specified herein.

Said lease as executed by virtue of said Ordinance of 14th of August 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPROVED AND ACCEPTED this 30th day of October, A.D. 1947.

APPROVED AS TO FORM

/s/ Daniel B. Depmore

Lessee Vice. Pres.

COBBS, JR.

City Attorney

* * *

AN ORDINANCE 6125

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
HOWARD AREO SERVICE.

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

1. That this ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Howard Areo Service, Lessee, of the County of Bexar and State of Texas as given and granted by virtue of and Ordinance passed by the Commissioners of the City of San Antonio and dated 4th of September 1947, WITNESSETH:

Said lease as authorized and given by said Ordinance of 4th of September 1947, is hereby amended and changed as follows, to-wit:

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

3. Approximately 1,000 square feet of ground area just south of the ramp between Hangar No. 2 and Hangar No. 3 and approximately 200 square feet of shop space in the south end of the temporary garage building and 1,000 square feet of ground area adjacent to the south end of the garage building. Said premises located on the San Antonio Municipal Airport and to be used for an Auto and Aircraft repair shop and for sales of parts in connection therewith and for the storage and sale of commercial gasoline and other petroleum products. To facilitate the latter, the Lessor consents to the installation and use of necessary equipment by a third party under the direction of the Lessee, on the premises of the Lessor, location to be approved by the Airport Management, and agrees that said equipment shall be and remain the property of said third party, exempt from levy, sale and distress for rent due or to become due on said premises.

Paragraph 6 is hereby amended and changed so than same shall hereafter reas as follows:

6. Lessee will pay the Lessor one (1) per cent of the amount of all gross sales, except fasoline, and either \$10.00 per month or $\frac{1}{2}\text{¢}$ per gallon, whichever is greated, on all commercial gasoline used or sold on the premises, on the 15th of the month subsequent to the month in which the sales were made, during the term of this lease.

Said lease as executed by virtue of said Ordinance of 4th of September 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

APPROVED AND ACCEPTED this 30th day of October, A.D. 1947

APPROVED AS TO FORM

/s/ D. U. Howard

Lessee Owner

COBBS, JR.

City Attorney

* * *

AN ORDINANCE 6126

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
ALAMO AIR LINE SERVICES.

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

1. That this ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Alamo Air Line Services, Lessee, of the County of Bexar and State of Texas as given and granted by wirtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated 3rd of July, 1947, WITNESSETH:

Said lease as authorized and given by said Ordinance of 3rd of July 1947, is hereby amended and changed as follows effective 1st of Nov. 1947, to-wit:

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

3. 11,483 square feet of hangar space in Hangar No. 2, 130 square feet of Office space in center of lean-to on the east side of Hangar No. 2, building No. 15 adjacent to and east of Hangar No. 2., 19,064 square feet of hangar space in Hangar No. 3, 142 square feet of office space in north west corner of Hangar No. 3, 304 square feet of shop space in northwest corner of Hangar No. 3, and 40 square feet of storage space in center of west lean-to of Hangar No. 3.

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

4. The amount of rent for this property is \$666.46 payable monthly in advance at the office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas at the rate of \$666.46 each month for the term hereof and in addition to the charges specified herein.

Said lease as executed by virtue of said Ordinance of 3rd of July 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

APPROVED AND ACCEPTED this 30th day of October, A.D. 1947.

APPROVED AS TO FORM

/s/ Jack C. Neal

Lessee - President

COBBS, JR.

City Attorney

AN ORDINANCE 6127

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
ALAMO FLYERS.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Alamo Flyers, Lessee, of the County of Bexar and State of Texas, WITNESSETH: :
2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of November 1947, and ending on the 31st day of May 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:
3. Office in the northeast corner of Building 600, said office located on Stinson Field, San Antonio, Texas and is to be used as an office for the operation of a flying school.
4. The amount of the rent for this property is \$25.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas, at the rate of \$25.00 each month for the term hereof, and in addition to the charges specified herein.
5. The Lessee is authorized to sell aviation gasoline and petroleum products on the Municipal Airport and will pay the Lessor, 1 cent per gallon of gasoline sold or used by him on the premises, payable on the 1st of each month following the sale during the term of the lease.
6. The Lessee will pay the Lessor the following fees for aircraft used for training purposes, payable on the 1st of the month prior to operation to-wit: 1st Airplane operated, \$35.00 per month; 2nd Airplane operated, \$35.00 per month; 3rd Airplane operated, \$25.00 per month; 4th Airplane operated, \$20.00 per month; 5th Airplane operated, \$15.00 per month; 6th Airplane operated and each thereafter \$10.00 per month.
7. Lessee agrees that he and all his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees. In this connection it is specifically understood and agreed that no living quarters of any nature whatsoever shall be maintained by the Lessee or his employees on the premises described herein.
8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshall shall have control of such designations.
9. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.
10. The Lessee shall pay the telephone rates imposed on the leased premises by arrangement with representatives of this utility.
11. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit "A", and they are safe and suitable for the purpose of the Lessee and in good condition with the exception as noted in the attached Exhibit "B".
12. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
13. No additions or alterations shall be made to the premises without the consent of the Lessor in writing and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
14. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor this lease shall terminate and the rent be paid to the time of the fire.
15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary and Police departments and Fire department, for the correction, prevention and abatement of nuisances, in, upon or connected with said lease during the said term of this lease, at his own expense.
16. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for the account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

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

18. Lessee shall hold and save the City harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted hereunder, whether such claims 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.

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

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

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

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

23. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

24. APPROVED AND ACCEPTED this 30th day of October, A.D. 1947.

APPROVED AS TO FORM

/s/ By: Ernest W. Pilkerton

Ernest W. Pilkerton, Owner
Lessee

COBBS, JR.
City Attorney

* * *

AN ORDINANCE 6128

MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
DONALD E. LENT, AN INDIVIDUAL.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st day of November, 1947, and ending on the 31st day of October, 1948, the following described property situated in the City of San Antonio, in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 644. Said structure located at Stinson Field, San Antonio, Texas and to be used as a garage for automobile repair.

4. The amount of the rent for this property is \$30.00 per month payable monthly in advance on or before the 10th of the month at the Office of the License and Dues Collector of the Lessor in San Antonio, Bexar County, Texas at the rate of \$30.00 each month for the term hereof, and in addition to the charges specified herein.

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

21. PASSED AND APPROVED this 30th day of October, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

22. APPROVED AND ACCEPTED this 30th day of October, A.D. 1947.

APPROVED AS TO FORM

/s/ By Donald E. Lent

COBBS, JR.
City Attorney

Donald E. Lent, an Individual
LESSEE

* * *

APPRO. NO. 570

AN ORDINANCE 6129

APPROPRIATING \$290.88 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICE FOR THE MONTH OF OCTOBER, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$290.88, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of October 1947, for the following Departments:

	Department of Public Affairs in General.....	\$ 57.11
	Department of Sanitation, Parks & Public Property	100.74
	Department of Streets & Public Improvements	31.85
	Department of Fire & Police	101.18
		<u>\$290.88</u>

ATTEST: J. Frank Gallagher
City Clerk PASSED AND APPROVED this 3rd day of November, 1947. Alfred Callaghan, M A Y O R

APPRO. NO. 571

AN ORDINANCE 6130

APPROPRIATING \$1,013.00, OUT OF THE PARK REVENUE BOND,
1945 FUND FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1013.00, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for payroll for the Willow Springs Golf Course for the period ending October 31, 1947, in the amount of \$1,013.00.

PASSED AND APPROVED on the 3rd day of November, 1947.

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

APPRO. NO. 572

AN ORDINANCE 6131

APPROPRIATING \$1,222.74 , OUT OF THE 1947 GENERAL FUND-
INTEREST DEPARTMENT PAYABLE TO THE NATIONAL BANK OF
COMMERCE OF SAN ANTONIO, TEXAS FOR INTEREST FOR THE MONTH
OF OCTOBER, 1947 on 1947 GENERAL FUND NOTES.

BE IT ORDAINED by the commissioners of the city of San Antonio, that, the sum of \$ 1,222.74, be and the same is hereby appropriated out of the General Fund- Interest Department, payable to the National Bank of Commerce of San Antonio, Texas, to pay interest for the month of October, 1947 on 1947 General Fund Notes, Nos. 28 to 75 inclusive.

PASSED AND APPROVED on the 3rd day of November 1947.

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

APPRO. NO. 573

AN ORDINANCE 6132

APPROPRIATING \$ 35,647.91, OUT OF THE 1947 GENRAL FUND
FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the commissioners of the city of San Antonio, that, the sum of \$35,647.91, be and the same is hereby appropriated out of the 1947 GENERAL FUND, for per diem payrolls for the period ending October 31, 1947, as follows:

PUBLIC AFFAIRS IN GENERAL.....	\$	455.60
TAXATION DEPARTMENT.....		140.00
SANITATION, PARKS & PUBLIC PROPERTY		23,980.50
STREETS & PUBLIC IMPROVEMENTS.....		10,626.81
FIRE & POLICE DEPARTMENTS.....		445.00
TOTAL		<u>\$35,647.91</u>

PASSED AND APPROVED on the 3rd day of November 1947.

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

APPRO. NO. 574

AN ORDINANCE 6133

APPROPRIATING \$409.00 OUT OF THE 1947 GENERAL FUND-
VARIOUS DEPARTMENTS- to PAY FOR INDEPENDENT HIRE OF
TEAMS & TRUCKS.

BE IT ORDAINED by the commissioners of the city of San Antonio, that, the sum of \$409.00, be and the same is hereby appropriated out of the General Fund-VariouS Departments to pay for Independent Hire of Teams & Trucks for period of October 16th, 1947 to October 31st, 1947 inclusive, as per approved Engineer's estimates on file in the City Auditors's Office, out of the following Departments:

Parks & Plazas.....	\$	229.50
Garbage & Sanitation.....		147.00
Rivers & Ditches.....		32.50
		<u>\$409.00</u>

PASSED AND APPROVED on the 3rd day of November 1947.

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