

APPRO. NO. 1093

AN ORDINANCE 6798

APPROPRIATING \$75,051.78 (\$75,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$51.78 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY THREE (3) NOTES NOS. 49, 50 AND 51 INCL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$75,000.00, 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 Three (3) Notes, Nos. 49, 50 and 51 of the 1947 General Fund Series, maturing on or before May 31, 1948 and that the sum of \$51.78, 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 No. 49, 50 and 51 Incl., maturing on or before May 31, 1948.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1094

AN ORDINANCE 6799

APPROPRIATING \$33,802.37, OUT OF THE 1947 GENERAL FUND, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$33,802.37, be and the same is hereby appropriated out of the 1947 General Fund, for per diem payrolls for the period ending March 15, 1948, as follows:

|                                     |                    |
|-------------------------------------|--------------------|
| Public Affairs in General.....      | \$ 1,245.37        |
| Taxation Department                 | 1,568.50           |
| Parks, Sanitation & Public Property | 20,540.08          |
| Streets & Public Improvements       | 10,252.08          |
| Fire & Police Departments           | 196.34             |
| Total.....                          | <u>\$33,802.37</u> |

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1095

AN ORDINANCE 6800

APPROPRIATING \$1.32 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 \$1.32, 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 March 15, 1948, this to be deposited to a special fund called: "POLICE & FIREMEN'S WAGE RESERVE ACCOUNT" in the amount of .....\$1.32.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1096

AN ORDINANCE 6801

APPROPRIATING \$877.50 OUT OF THE PARK REVENUE BOND  
1945 FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$877.50, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for payroll for Willow Springs Golf Course for the period ending March 15, 1948, in the amount of...\$877.50.  
PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1097

AN ORDINANCE 6802

APPROPRIATING \$105.00 OUT OF THE STREET & BRIDGE C-45  
FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$105.00, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for regular semi-monthly payroll for the period ending March 15, 1948, in the amount of.....\$105.00.  
PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1098

AN ORDINANCE 6803

APPROPRIATING \$45,409.85 OUT OF THE 1947 GENERAL FUND,  
VARIOUS DEPARTMENTS, TO PAY FOR MATERIALS, EQUIPMENT,  
SUPPLIES AND MISCELLANEOUS EXPENDITURES, FOR THE MONTH  
OF FEBRUARY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$45,098.85, 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.....        | \$ 7,330.00        |
| Department of Taxation                | 369.39             |
| Sanitation, Perks and Public Property | 13,850.48          |
| Streets and Public Improvements       | 11,566.31          |
| Fire and Police                       | 5,730.75           |
| Storeroom                             | 6,562.92           |
|                                       | <u>\$45,409.85</u> |

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1099

AN ORDINANCE 6804

APPROPRIATING \$1,785.18 OUT OF THE 1947 GENERAL FUND,  
VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICE FOR  
THE MONTH OF FEBRUARY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,785.18, 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 February 1948, as per statements on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1100

AN ORDINANCE 6805

APPROPRIATING \$96.83 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY THE COLLECTOR OF INTERNAL REVENUE, GOVERNMENT TAX ON ADMISSIONS FOR THE MONTH OF FEBRUARY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$96.83, 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 February 1st, 1948 to February 29th, 1948, inclusive, as per statement on file in the City Auditor's Office as follows:

|                        |              |
|------------------------|--------------|
| Governor's Palace..... | \$50.80      |
| Witte Museum           | <u>46.03</u> |
|                        | \$96.83      |

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST: Alfred Callaghan  
 J. Frank Gallagher Mayor  
 City Clerk \* \* \*

APPRO. NO. 1101

AN ORDINANCE 6806

APPROPRIATING \$19,388.88 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY FOR THE MONTH OF FEBRUARY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$19,388.88, 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 February, 1948 as per approved statements in the City Auditor's office.

|   |                  |
|---|------------------|
| Dept. of Public Affairs in General..... | \$ 1,974.15      |
| Dept. of Sanitation, Parks & Pub. Prop. | 6,131.95         |
| Dept. of Streets & Pub. Imp.            | 912.14           |
| Dept. of Fire and Police                | <u>10,370.64</u> |
|   | \$19,388.88      |

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1102

AN ORDINANCE 6807

APPROPRIATING \$600.00 OUT OF IMPROVEMENT DISTRICT #4 SINKING FUND, TO PAY INTEREST ON BONDS 47 TO 76 INCLUSIVE, ON APRIL 1ST, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$600.00, be and the same is hereby appropriated out of Improvement District #4, Sinking Fund, to pay thirty interest coupons No. 21, Bond Nos. 47 to 76 inclusive at \$20.00 each, due April 1st, 1948, and payable to the National Bank of Commerce, San Antonio, Texas.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1103

AN ORDINANCE 6808

APPROPRIATING \$100.27 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT, TO CORRECT AN ERROR MADE IN DISTRIBUTION OF \$125.00 COLLECTION MADE ON DECEMBER 6, 1947, COVERING THE PROCEEDS OF SALE OF LOT 14, BK. 1, NCB-3730.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$100.27, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes Account, to correct an error made in the distribution of the \$125.00 collection made on December 6th, 1947 covering the proceeds of the sale of Lot 14, Block 1, NCB-3730, which was

bought in by the City of San Antonio on June 3rd, 1947, under order of sale in tax suit No. A-11579, City of San Antonio, et al, versus John and Jennette Wilson and deeded by the Sheriff of the City of San Antonio for the benefit of the City, San Antonio Independent School District, State of Texas and Bexar County, to be held and disposed of as prvided in Article 7345-b, Acts of 1947. The entire \$125.00 was deposited in the 1947 General Fund, Proceeds of Notes Account, when it should have been distributed as follows:

|   |                 |
|---|-----------------|
| City of San Antonio, 1947 General Fund, Proceeds of Notes Acct... | \$ 24.73        |
| San Antonio Independent School District                           | 14.44           |
| Bexar County Tax Collector (State and County)                     | 5.38            |
| Sheriff of Bexar County (to cover court costs and sheriff fees)   | 80.45           |
|   | <u>\$125.00</u> |

The City Auditor is hereby authorized to draw warrants against the 1947 General Fund, Proceeds of Notes Account, to cover refunds to the San Antonio Independent School District, Tax Collector of the County of Bexar and Owen W. Kilday, Sheriff of Bexar County, Texas, for the amounts due each.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1104 AN ORDINANCE 6809

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH FRIDEN CALCULATING MACHINE AGENCY, 605 N. ST. MATYS ST., SAN ANTONIO, TEXAS, PROPOSAL DATE: 2-8-48.

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

1. That this Ordinance evidences the acceptance of the attached Fidders 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 Friden Calculating Machine Agency, 605 N. St. Marys St., San Antonio, Texas.
2. An appropriation is made hereby in the amount of \$479.75 from the 1947 General Fund, Tax Collector's Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinances.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superceded expressly hereby and are null and void.
4. This insturment in writing constitutes the entire contract between the parties, there being not other written nor parole agreement with officer or employee of The City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached Proposal of Friden Calculating Machine Agency to furnish the City of San Antonio, Tax Collector's Department, with one new electrically operated 10-column Friden Calculator ST10-S&N8, at a ner price of \$654.75, less trade-in allowance of \$175.00 on one used Burroughs Electric Adding Machine and one used Monroe Electric Calculator, and appropriating the sum of \$479.75 out of the 1947 General Fund, Tax Collector's Department in payment of same.

PASSED AND APPROVED this 18th day of March, A.D. 1948.

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

APPRO. NO. 1105 AN ORDINANCE 6810

REPEALING A PORTION OF APPROPRIATION NO. 1075, DATED MARCH 11, 1948, OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, IN THE AMOUNT OF \$159.60.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$159.60, be and the same is hereby repealed, being an unused portion of Appropriation No. 1075, dated March 11, 1948, out of the 1947 General Fund, Sewage Plant Department, (being freight charged in error on 60,000 pounds instead of only 30,000 pounds) made payable to the Texas and New Orleans Railway Company, the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1106

AN ORDINANCE 6811

APPROPRIATING \$349.00 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 \$349.00, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams & Trucks for period of March 1st, 1948 to March 15th, 1948 Inclusive, as per approved Engineer's estimates on file in the City Auditor's Office, out of the following Departments.

|                        |               |
|------------------------|---------------|
| Parks and Plazas.....  | \$212.50      |
| Garbage and Sanitation | <u>136.50</u> |
|                        | \$349.00      |

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST: Alfred Callaghan  
M A Y O R

J. Frank Gallagher  
City Clerk \* \* \*

APPRO. NO. 1107

AN ORDINANCE 6812

APPROPRIATING \$20.00 OUT OF THE 1947 GENERAL FUND, SEWAGE TREATMENT PLANT, TO PAY E.J.M.BERG, 236 PECK AVENUE, FOR EXPENSES TO COLLEGE STATION, TO ATTEND THE WATER WORK'S AND SEWAGE PLANT OPERATOR'S SCHOOL FROM FEBRUARY 10TH, TO FEBRUARY 12TH, 1948, INCLUSIVE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.00, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Treatment Plant, to pay E. J. M. Berg, 236 Peck Avenue, for expenses incurred by him, when he attended the Water Work's and Sewage Plant Operator's School at College Station, Texas, from February, 10th to February 12th, 1948, inclusive...Expense account attached...Affidavit of Account attached.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST: Alfred Callaghan  
M A Y O R

J. Frank Gallagher  
City Clerk \* \* \*

APPRO. NO. 1108

AN ORDINANCE 6813

APPROPRIATING \$481.50 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY FOR HAULING GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$481.50, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay for hauling gravel in accordance with contract on file in the office of the City Clerk, dated February 19th, 1948, and as per approved statements on file in the office of the City Auditor:

|                                     |               |
|-------------------------------------|---------------|
| Alfred Guerra, 3209 So. Flores..... | \$159.75      |
| Antonio Carmona, 427 Hawthorne St.  | 162.00        |
| Silvestre Torres, 3206 Nogalitos    | <u>159.75</u> |
|                                     | \$481.50      |

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST: Alfred Callaghan  
M A Y O R

J. Frank Gallagher  
City Clerk \* \* \*

APPRO. NO. 1109

AN ORDINANCE 6814

APPROPRIATING \$151.00 OUT OF THE 1947 GENERAL FUND, SEWER MAINTENANCE, TO PAY FLEXIBLE SEWER-ROD EQUIPMENT COMPANY FOR PREPAID FREIGHT ON SEWER RODS AND POWER OPERATED BUCKET MACHINES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$151.00, be and the same is hereby appropriated out of the 1947 General Fund, Sewer Maintenance, to pay Flexible Sewer-Rod Equipment Company for prepaid freight on Sewer Rods and power operated Bucket Machines, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1110

AN ORDINANCE 6815

APPROPRIATING \$1,465.75 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY FRANK T. DROUGHT, CONSULTING ENGINEER, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,465.75, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Frank T. Drought, Consulting Engineer, for professional services in connection with making surveys and right-of-way maps for South Side Artery, as authorized by action of the City Council, and as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1111

AN ORDINANCE 6816

APPROPRIATING \$434.30 OUT OF THE STREET AND BRIDGE C-45 FUND, TO PAY KELLY CONSTRUCTION COMPANY FOR OPENING ANGELES STREET.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$434.30, be and the same is hereby appropriated out of the Street and Bridge C-45 Fund, to pay Kelly Construction Company, their first and final estimate, for opening Angeles Street, between Alamos and Edison Drive, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1112

AN ORDINANCE 6817

APPROPRIATING \$3,362.50 OUT OF THE INTERREGIONAL HIGHWAY A-45 FUND, TO PAY JOHN E. ZELLER, FIVE PER CENT FEE ON LAND AND IMPROVEMENTS PURCHASED FOR THE URBAN EXPRESSWAY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,362.50, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay John E. Zeller, five per cent fee on \$67,250.00, being amount paid by the City of San Antonio for land and improvements acquired for the Urban Expressway in accordance with contract and ordinance passed and approved on February 14th, 1947 and approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1113

AN ORDINANCE 6818

APPROPRIATING \$347.50 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY FRANK T. DROUGHT, CONSULTING ENGINEER, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$347.50, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Frank T. Drought, Consulting Engineer, for professional services in connection with making surveys of New City Limits, as authorized by action of the City Council, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1114

AN ORDINANCE 6819

APPROPRIATING \$33.50 OUT OF THE INTERREGIONAL HIGHWAY, A-45 FUND, TO PAY STEWART TITLE GUARANTY COMPANY, FOR GUARANTY FEE, TAX CERTIFICATE, AND RECORDING DEED. (J. C. WORCESTER PROPERTY)

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$33.50, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay Stewart Title Guaranty Co., for Guaranty Gee, Tax Certificate and Recording Deed, as per approved statement on file in the City Auditor's Office. (J. C. Worcester Property)

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1115

AN ORDINANCE 6820

APPROPRIATING \$13,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY ROSA LECCE MONACO, A WIDOW, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR INTERREGIONAL HIGHWAY (URBAN EXPRESSWAY).

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

1. That \$13,000.00 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 Rosa Lecce Monaco, a widow, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lots 13 and 14, New City Block 324, situated within the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1116

AN ORDINANCE 6821

APPROPRIATING \$2,750.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY G. L. BLAIR, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY IN CONNECTION WITH STREET AND BRIDGE IMPROVEMENTS.

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

1. That \$2,750.00 be and the same is appropriated hereby out of the Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by G. L. Blair, to the City of San Antonio, for right-of-way for street and bridge improvements, being parts of Lots 1 and 2, New City Block 876, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1117

AN ORDINANCE 6822

APPROPRIATING \$3,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY ALBERT C. REINEKE AND WIFE, ESTHER R. K. REINEKE, TO THE CITY OF SAN ANTONIO, FOR STREET WIDENING AND EXTENSION.

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

1. That \$3,000.00 be and the same is appropriated hereby out of Street and Bridge C-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Albert C. Reineke, and wife, Esther R. K. Reineke, to the City of San Antonio, for street widening and extension, being the West part of Lot 3, New City Block 3848, more fully described in Warranty Deed, situated in the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 1118

AN ORDINANCE 6823

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPEMNT WITH FLEXIBLE SEWER-ROD COMPANY, 9059 VENICE BLVD., LOS ANGELES, CALIFORNIA, PROPOSAL DATE: 3-6-48.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with Flexible Sewer-Rod Equipment Company, 9059 Venice Blvd., Los Angeles, California.
2. An Appropriation is made hereby in the amount of \$1,823.68 from the 1947 General Fund, Sewer Maintenance Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superceded expressly hereby and are null and void.
4. This insturment in writing constitutes the entire contract between the parties, there being no other written no parole agreement with officer or employee of The City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached Proposal of the Flecible Sewer-Rod Eaupunent Company, Los Angeles, California, to furnish the City of San Antonio, Sewer Maintenance Department, with Flexible Sewer Rods and Attachments as shown in attached Proposal, and appropriating the total sum of \$1,823.68 out of the 1947 General Fund, Sewer Maintenance Department, in payment of same.

PASSED AND APPROVED this 18th day of March, A:D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1119

AN ORDINANCE 6824

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

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

|                |                                |          |
|----------------|--------------------------------|----------|
| Temple Calhoun | - 2 days at 10.00 per day..... | \$ 20.00 |
| Walter Groce   | - 1 day at 10.00 per day.....  | 10.00    |
| Joe Olivares   | - 2 days at 10.00 per day..... | 20.00    |
| C. E. Smeltz   | - 2 days at 10.00 per day..... | 20.00    |
| James Tafolla  | - 2 days at 10.00 per day..... | 20.00    |
|                |                                | \$ 90.00 |

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1120

AN ORDINANCE 6825

APPROPRIATING \$2,041.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND FOR FIRE STATION, TO BE CONVEYED BY PHILIP L. KARRER AND NORMA KARRER.

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

1. That \$2,041.00 be and the same is appropriated hereby out of the Fire Station U-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Philip Karrer and Norma Karrer to the City of San Antonio, for site for Fire Station; being 75 by 150 feet of Lot 11, New City Block 8736, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

\* \* \*

APPRO. NO. 1121

AN ORDINANCE 6826

APPROPRIATING \$133.68 OUT OF THE 1947 GENERAL FUND, POLICE DEPARTMENT, TO REIMBURSE RAYMOND SOUTH, COMMISSIONER OF FIRE AND POLICE, FOR EXPENSES INCURRED FROM FEBRUARY 27TH, 1948 TO MARCH 8, 1948, BY VARIOUS MEMBERS OF THE POLICE DEPARTMENT ON OFFICIAL BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$133.68, be and the same is hereby appropriated out of the 1947 General Fund, Police Department, to reimburse Raymond South, Commissioner of Fire and Police, for expenses incurred on trips from February 27th, 1948 to March 8, 1948, by various members of the Police Department of the City of San Antonio, on official business, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1122

AN ORDINANCE 6827

APPROPRIATING \$924.71 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 \$924.71, be and the same is hereby appropriated out of the Commerce Building Fund to pay 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.

|                            |         |                                |                 |
|----------------------------|---------|--------------------------------|-----------------|
| Alamo Iron Works.....      | \$ 3.92 | San Antonio Rubber Stamp Co... | \$ 3.90         |
| David and Floyd            | 41.00   | Ray Shelton                    | 72.75           |
| Heusinger Hardware Co.     | 9.85    | Southern Electric Supply Co.   | 2.71            |
| R. P. Kincheloe Co.        | 275.60  | Noa Spears Co.                 | 34.00           |
| John C. Kirkwood           | 135.95  | Standard Printing Co.          | 6.80            |
| Martin Linen Supply Co.    | 10.80   | Stephens Fuel Oil Co.          | 173.69          |
| Ormond Plumbing Supply Co. | 19.39   | Washer Office Supply Co.       | 1.00            |
| Otis Elevator Co.          | 66.00   | Martin Wright Electric Co.     | 54.00           |
| San Antonio Drug Co.       | 13.35   |                                | <u>\$924.71</u> |

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1123

AN ORDINANCE 6828

APPROPRIATING \$10.00 OUT OF THE 1947 GENERAL FUND, REFUND ACCOUNT, TO REFUND TO WILLIAM R. SHORTER, FINE PAID IN ERROR.

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, Refund Account, to refund to William R. Shorter, 214 Brooks Parkway, fine paid in error. (Receipt No. 163721, Traffic Summons No. 78263, Receipt 163721).

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1124

AN ORDINANCE 6829

APPROPRIATING \$155.64 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 \$155.64, 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:

|                                |          |                                 |                 |
|--------------------------------|----------|---------------------------------|-----------------|
| Economy Feed & Seed Store..... | \$ 42.84 | Solcher's Salvage Place.....    | \$ 35.00        |
| R. M. Hughes & Co.             | 66.00    | Southwestern Bell Telephone Co. | 11.80           |
|                                |          |                                 | <u>\$155.64</u> |

PASSED AND APPROVED on the 18th day of March, 1948.

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

APPRO. NO. 1125

AN ORDINANCE 6830

APPROPRIATING \$86.13 OUT OF THE 1946 GENERAL FUND, STINSON FIELD, TO PAY A. MELLER MOTOR MACHINE CO. FOR VALVES, FITTINGS AND MAKING SPRAY BAR FOR ASPHALT DISTRIBUTOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$86.13, be and the same is hereby appropriated out of the 1946 General Fund, Stinson Field, to pay Meller Motor Machine Company, for Valves, Fittings and making spray bar for Asphalt Distributor, as per approved Purchase Order on file in the City Auditor's Office.

(Field. (TO BE PAID OUT OF APPR. #1111-ORD, #5207, DATED MAY, 29, 1947) 1946 General Fund, Stinson

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1126

AN ORDINANCE 6831

APPROPRIATING \$292.00 OUT OF THE 1947 GENERAL FUND, S.A. MUNICIPAL AIRPORT, TO PAY SAN ANTONIO MACHINE AND SUPPLY CO., FOR MATERIAL, LABOR AND EQUIPMENT FOR ADDING LENGTH TO PUMP COLUMN AND ADDITIONAL STAGES TO PUMP BOWL ON DEMING TURBINE WATER PUMP.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$292.00, be and the same is hereby appropriated out of the 1947 General Fund, S: A. Municipal Airport, to pay San Antonio Machine and Supply Company for necessary material, labor and equipment for adding 40 feet additional length to the pump Column and 2 additional stages to pump bowl on Deming Turbine Water Pump furnished on our Order No. 3449, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1127

AN ORDINANCE 6832

APPROPRIATING \$35.75 OUT OF THE ADVERTISING FUND, TO PAY BLUE AND BLUE, PRINTERS, FOR PRINTING 200 NEWS LETTERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$35.75, be and the same is hereby appropriated out of the Advertising Fund, to pay Blue and Blue, printers, for printing 200 News Letters (three sheets to set) as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1128

AN ORDINANCE 6833

APPROPRIATING \$34.05 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 FEBRUARY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$34.05, be and the same is hereby appropriated out of the Perk Revenue Bond, 1945 Fund, to pay City Public Service Board, for electricity and power for Willow Springs Golf Course, for the month of February, 1948, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1129

AN ORDINANCE 6834

APPROPRIATING \$197.60 OUT OF THE COMMERCE BUILDING FUND,  
TO PAY CITY PUBLIC SERVICE BOARD FOR GAS AND ELECTRICITY  
FOR THE MONTH OF FEBRUARY, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$197.60, be and the same is hereby appropriated out of the Commerce Building Fund, to pay City Public Service Board, for Gas and Electricity for the month of February, 1948, as per approved statement in City Auditor's Office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1130

AN ORDINANCE 6835

APPROPRIATING \$17.50 OUT OF THE 1947 GENERAL FUND, VARIOUS  
DEPARTMENTS, TO REIMBURSE J. FRANK GALLAGHER, CITY CLERK,  
AMOUNTS PAID TO FRED HUNTRESS, COUNTY CLERK, FOR FILING FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$17.50, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to J. Frank Gallagher, City Clerk, for filing fees paid to Fred Huntress, County Clerk, as per receipts on file in the City Auditor's office out of the following Departments.

|                         |                |
|-------------------------|----------------|
| Sewer Maintenance.....  | \$12.00        |
| Street Maintenance..... | 5.50           |
|                         | <u>\$17.50</u> |

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1131

AN ORDINANCE 6836

APPROPRIATING \$2.00 OUT OF THE INTERREGIONAL HIGHWAY A-45  
FUND, TO PAY J. FRANK GALLAGHER, CITY CLERK, AMOUNT PAID  
TO FRED HUNTRESS, COUNTY CLERK, FOR RECORDING T. AND N. O.  
R. R. EASEMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.00, be and the same is hereby appropriated out of the Interregional Highway A-45 Fund, to pay J. Frank Gallagher, City Clerk, amount paid to Fred Huntress, County Clerk, for recording T. and N. O. R. R. Easement, as per receipt on file in the City Auditor's office.

PASSED AND APPROVED on the 18th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1133

AN ORDINANCE 6838

APPROPRIATING \$93.45 TO THE BOND BUYER IN PAYMENT OF FEE  
FOR PUBLICATION OF INVITATION FOR BIDS ON \$6,000,000  
PUBLIC IMPROVEMENT GENERAL REVENUE BONDS, SERIES A-47.

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

1. That \$93.45 be and the same is appropriated hereby out of the 1947 General Fund, Elections, in payment to The Bond Buyer of fee for publication of invitation for bids to purchase \$6,000,000 Public Improvement General Revenue Bonds, Series A-47, of the City of San Antonio, as per itemized statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1132

AN ORDINANCE 6837

APPROPRIATING \$72.60 IN PAYMENT TO CHICAGO JOURNAL OF COMMERCE, FOR PUBLICATION OF INVITATION FOR BIDS TO PURCHASE \$6,000,000 CITY OF SAN ANTONIO SANITARY SEWER PLANT AND SYSTEM BONDS.

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

1. That \$72.60 be and the same is appropriated hereby out of the 1947 General Fund, Elections, in payment to Chicago Journal of Commerce, for publication of notice inviting bids for the purchase of \$6,000,000 Sanitary Sewer Plant and System bonds of the City of San Antonio, as per itemized statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6839

GRANTING THE PETITION OF HIGHLAND PARK EVANGELICAL LUTHERAN CHURCH, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1947 AND YEARS SUBSEQUENT THERETO, ON LOT 19 AND WEST 25 FT. OF LOT 20, BLOCK 24, NEW CITY BLOCK 3292, AT 625 HAMMOND AVENUE, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lot 19, and West 25 feet of Lot 20, Block 24, New City Block 3292, at 625 Hammond Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as residence of minister, and not subject to taxation, and the petition of Highland Park Evangelical Lutheran Church, dated February 26, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1947 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1947, beginning June 1, 1947, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely, residence of minister.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6840

ACCEPTING DEED OF UNITED STATES OF AMERICA TO CITY OF SAN ANTONIO FOR THE SOUTH SAN ANTONIO RECREATION PROPERTY, PROJECT 41-191-F.

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

1. That deed of the United States of America, dated the 15th day of March, A.D. 1948, to the City of San Antonio, conveying to the City of San Antonio the South San Antonio Recreation property, Project 41-191-F, being two tracts, Tract No. 1 comprising Lot 54 and part of Lot 55, South San Antonio Factory Sites, and Tract No. 2 comprising the southeast part of Lot 55 in what is known as Factory Sites in South San Antonio, Bexar County, Texas, together with all furniture and fixtures therein, as more fully described in said deed, for a consideration of \$15,393.75; be and the same is accepted hereby.

2. That the City Clerk is directed hereby to have said deed and a certified copy of this ordinance recorded in the Deed Records of Bexar County, Texas.

3. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

THE CITY OF SAN ANTONIO)

AN ORDINANCE 6841

COUNTY OF BEXAR )

GRANTING TO INCORPORATORS OF "ALAMO TENNIS CLUB, AN OPTION FOR SIX MONTHS TO LEASE A PARCEL OF LAND OWNED BY THE CITY IMMEDIATELY SUTH OF ALAMO STADIUM FOR USE OF A TENNIS CLUB, UNDER CERTAIN TERMS, DUTIES AND RESTRICTIONS.

WHEREAS, the City Council has received in due form a "Proposal to the Mayor and Council, City of San Antonio, by Sports and Athletic Committee of the San Antonio Chamber of Commerce", to lease for use as a tennis club a tract and parcel of land now owned by the City immediately south of Alamo Stadium, which said "Proposal" is attached hereto, marked Exhibit "A" and made a part of this Ordinance; and

WHEREAS, the City Council realizes the great benefit that will inure to the City if the proposal submitted can be fulfilled; however, the "Proposal" as submitted provides that

the Club will be owned and operated by "Alamo Tennis Club Corporation", a non-profit, non-stock, Texas Corporation, which is not yet in existence and said Corporation, under the "Proposal", will invite contributions from Tennis Patrons, to cover the cost of the club house and grandstand, in the sum of Fifty Thousand (\$50,000.00) Dollars, and in addition to this sum, the courts will cost around Three Thousand (\$3,000.00) Dollars each; and none of this money has yet been contributed;

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

Section 1. That O. E. Latimer, Marquis G. Eaton, and F. Paschal Walthall, incorporators of Alamo Tennis Club are hereby granted and awarded an option to lease for use as a tennis club that tract and parcel of land now owned by the City which is located immediately south of Alamo Stadium, and bounded on the west by Stadium Drive, on the east by a north and south line extending from the axis of the stadium, on the north by Alpine Drive, and extends south to the limits of the City's ownership, all as shown by the map attached hereto and marked Exhibit "B", for the period and under the terms and conditions stated in a "Proposal to the Mayor and Council, City of San Antonio, by Sports and Athletic Committee of the San Antonio Chamber of Commerce," dated August 4, 1947, which is attached hereto, made a part hereof, and marked Exhibit "A".

Section 2. The term of this option shall be for six months from this date.

Section 3. The option granted and awarded herein shall be assigned to the Alamo Tennis Club Corporation, a non-profit, non-stock Texas Corporation, within ten days after its Charter is approved and issued by the Secretary of the State of Texas.

Section 4. This option to lease is granted and awarded, however, subject to the following terms and conditions:

(a) The Corporate Charter of Alamo Tennis Club Corporation must be approved and issued by the Secretary of the State of Texas, on or before six months after this date; and

(b) The Alamo Tennis Club Corporation shall have received and raised from its members, contributors, and tennis patrons, at least \$50,000.00, which sum shall be deposited in a local National Banking Association in this city.

Should the requirements (a) and (b) or any other provided herein for any reason not be complied with by the grantees herein and Alamo Tennis Club Corporation, after its formation, within six months after this date, the option and rights hereby granted and given shall become void and shall be forfeited to the said city, and in all things terminated.

This the 18th day of March, A. D., 1948.

ATTEST:

/s/ J. Frank Gallagher /s/ Alfred Callaghan  
 Secretary of the City of San Antonio, Mayor of the City of San Antonio, Texas,  
 Texas. \* \* \*

AN ORDINANCE 6842

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF THE CITY, COMPRISING PARTS OF BLOCKS 9, 13, 14 AND 15, HIGHLAND HILLS SUBDIVISION, UNIT ONE, COUNTY BLOCK 5155.

*Read entire Ord 6842 & ord. Advertised - City Clerk*

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

1. That the bounds and limits of the City of San Antonio are hereby changed and fixed and the extension thereof provided for and additional territory lying adjacent to said City, being parts of Blocks 9, 13, 14 and 15, Highland Hills Subdivision, Unit One, County Block 5155, is annexed; and the present bounds and limits of said City are changed so as to include all of the territory described thereby, within the corporate limits of the City of San Antonio; which annexed territory is described and included as follows:

2. Beginning at a City Limit Line Monument No. 18-46, lying West 10 feet from the East line of Gevers Street, a corner of the City Limit Line and the Northwest corner of this tract; thence North 89° 57' 35" East, at 10 feet the East line of Gevers Street, a total distance of 166.38 feet to a point on the City Limit Line; thence North 89° 57' East along the City Limit Line at 62.26 feet a City Limit Line Monument No. 18-45 at 1033.08 feet a City Limit Line Monument No. 18-44 a total distance of 1090.79 feet to a point on a South alley line, the Northeast corner of this tract; thence along the said South alley line with a 425 foot radius curve to the left 7.92 feet to the point of a tangent, South 52° 14' 30" West 604.27 feet to the point of 691 foot radius curve to the right, with said curve to the right 454.17 feet to the point of a tangent, South 89° 54' West at 341.27 feet the East line of Gevers Street, a total distance of 351.27 feet to a point on the City Limit Line for the Southwest corner of this tract; thence along the said City Limit Line North 0° 01' East 519.10 feet to a City Limit Line Monument No. 18-46, the place of beginning, containing 10.84 acres, more or less

3. The aforesaid bounds and limits shall include the territory over which the City of San Antonio has jurisdiction.

4. That the City of San Antonio shall become liable and bound for payment of all legal indebtedness, or pro rata part thereof, owing by said area, territory or district for which the City is justly and legally liable upon annexation to the City.

5. That the additional territory and area so annexed, shall be a part of the City of San Antonio; and the inhabitants thereof shall be entitled to all the rights and privileges of all of the other citizens of the City of San Antonio; and shall be bound by the acts, ordinances and regulations of the City of San Antonio.

6. That the City Engineer shall change the records of his office to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

7. The City Tax Assessor shall change the records of his office to conform to the new bounds and limits, and shall proceed to assess taxes and collect taxes on the property included in the new bounds and limits for the next fiscal year, as now provided by the Charter and Ordinances of the City of San Antonio.

8. After the introduction of this ordinance, and after it has been amended as desired by the Commissioners of the City of San Antonio for final passage, it shall be published in the "COMMERCIAL RECORDER", in the City of San Antonio, one time; and shall not be passed finally thereafter, until at least thirty days have elapsed after said publication.

9. PASSED AND APPROVED this [redacted] day of [redacted], A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6843

MAKING A CONTRACT WITH T&NORR TO COVER DETOURS AT MISTLETOE AVENUE AND NEAR CINCINNATI AVENUE, IN CONNECTION WITH CONSTRUCTION OF EXPRESSWAY.

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

1. That this ordinance makes and manifests a contract with Texas and New Orleans Railroad Company, to cover detours at Mistletoe Avenue and near Cincinnati Avenue to serve both Fredericksburg Road and Cincinnati Avenue during the construction of bridges on each of the latter streets across the Expressway, in words and figures as set forth in the agreement attached hereto and made a part hereof.

2. The Mayor is authorized hereby to execute said contract on behalf of the City of San Antonio.

3. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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AN ORDINANCE 6844

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

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

1. That the petition of Ike Meader, 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 201 Canteberry Hill STREET, LOT 1, BLOCK 23, in Terrell Hills Co. Subdivision of Terrell Hills, Bexar Co., 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 the 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 18th DAY OF MARCH, A.D. 1948.

ATTEST:

Alfred Callaghan - M A Y O R

J. Frank Gallagher, City Clerk

/s/ Ike Meader

The foregoing permit and the conditions are accepted.

Frieda Meader

\* \* \*

Petitioner and Licensee

## AN ORDINANCE 6845

DIRECTING THE SALE OF PERSONAL PROPERTY IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

WHEREAS, under the provisions of an Ordinance passed and approved on the 12th day of January, 1925, the Chief of Police of the City of San Antonio has reported that there is in the possession of the Police Department, certain personal property not owned or claimed by the City, a schedule of which property is filed with the City Clerk, and with the Chief of Police, which property has been in the possession of the Police Department for more than sixty days, is unclaimed, and on which there are charges unpaid and due the City; NOW, THEREFORE:

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

1. That said property be and the same is hereby ordered to be sold at Public Auction after ten days notice by the publication of this ordinance in a daily newspaper in the City of San Antonio giving the day, hour and place of the sale.

2. Said notice shall be given by publication of this ordinance at least two times within the said ten days.

3. Said property shall be sold by the Chief of Police or by his representative under his direction, at the basement of Detectives Headquarters, within the City of San Antonio, Bexar County, Texas, on the 31st day of March, A.D. 1948, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M.;

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof, and the payment of the cost of the storage and care thereof, and all other expenses in connection therewith.

5. Within five days after said sale the Chief of Police shall make a report thereof under oath to the Auditor of the City of San Antonio, and shall account for the money received at said sale, in the same manner as is prescribed for him to account for all other moneys that may come into his custody as Chief of Police of the City of San Antonio.

6. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

/s/

J. Frank Gallagher  
J. Frank Gallagher  
City Clerk

/s/

Alfred Callaghan  
Alfred Callaghan

M A Y O R .

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## AN ORDINANCE 6846

AMENDING AN ORDINANCE PASSED AND APPROVED 3 NOVEMBER, 1938, ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND STRUCTURES; PER CENT OF LOT THAT MAY BE OCCUPIED; THE SIZE OF YARDS, COURTS AND OPEN SPACES; DENSITY OF POPULATION; LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS, REGULATING AND RESTRICTING THE ERECTION, CONSTRUCTION, RE-CONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICT; PROVIDING THE UNIFORM REGULATIONS FOR CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTED DISTRICT; ADOPTING ZONING MAP DISCLOSING VARIOUS DISTRICTS, USE, AREAS, RESTRICTIONS, LIMITATIONS AND PROVISIONS APPLICABLE TO DISTRICTS AND AREAS; PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS THEREOF; PROPOSITION 1, TO CHANGE THE USE IN "H" LOCAL RETAIL DISTRICT; PROPOSITION 2, ZONING OF UNIVERSITY PARK ADDITION; PROPOSITION 3, RE-ZONING OF CORNER OF MAGNOLIA AND MCCULLOUGH AVENUE; PROPOSITION 4, RE-ZONING OF A PORTION OF EAST HOUSTON STREET; PROPOSITION 5, ZONING OF NEWLY ANNEXED TERRITORY BOUNDED ON THE EAST BY THE OLD CITY LIMITS, ON THE NORTH BY CULEBRA ROAD AND ON THE WEST AND SOUTH BY THE NEW CITY LIMITS; PROPOSITION 6, ZONING OF NEWLY ANNEXED TERRITORY BOUNDED ON THE NORTH BY OLD CITY LIMITS, ON THE EAST BY MISSION ROAD AND HIGHWAY 66 SOUTH, ON THE SOUTH BY NEW CITY LIMITS AND SOUTHWEST MILITARY DRIVE AND ON THE WEST BY SOUTH FLORES STREET; PROPOSITION 7, ZONING OF NEWLY ANNEXED TERRITORY BOUNDED BY SOUTH GEVERS STREET, EXPOSITION AVENUE AND SOUTH PRESA STREET; PROPOSITION 8, ZONING OF NEWLY ANNEXED TERRITORY BOUNDED BY PLEASANTON ROAD, SOUTHWEST MILITARY DRIVE AND NOGALITOS STREET AND SOMERSET ROAD; PROPOSITION 9, RE-ZONING OF A PORTION OF WEST COMMERCE STREET; PROPOSITION 10, RE-ZONING OF A PORTION OF WEST ASHBY PLACE; PROPOSITION 11, RE-ZONING OF A PORTION OF CULEBRA ROAD; PROPOSITION 12, RE-ZONING OF 2900 BLOCK OF EAST HOUSTON STREET; PROPOSITION 13, RE-ZONING OF A PORTION OF BURLESON AND ROGERS STREET; PROPOSITION 14, RE-ZONING OF A PORTION OF WEST MYRTLE STREET; PROPOSITION 15, RE-ZONING OF SOUTH WALTERS STREET BETWEEN MITTMAN AND DENVER BOULEVARD; PROPOSITION 16, RE-ZONING OF A PORTION OF AUSTIN HIGHWAY. ANY PERSON WHO VIOLATES THIS ORDINANCE OR THE OWNER OF ANY BUILDING OR PREMISES OR PART THEREOF WHERE ANYTHING IN VIOLATION OF THIS ORDINANCE SHALL BE PLACED OR SHALL EXIST, AND ANY ARCHITECT, BUILDER, CONTRACTOR, AGENT, PERSON OR CORPORATION EMPLOYED IN CONNECTION THEREWITH, WHO MAY HAVE ASSISTED IN THE COMMISSION OF ANY SUCH VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE AND UPON CONVICTION MAY BE FINED NOT MORE THAN \$100.00 AND EACH DAY SUCH VIOLATION EXISTS SHALL CONSTITUTE A SEPARATE OFFENSE. PASSED AND APPROVED 18 MARCH, 1948.

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

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

2. PROPOSITION 1:

To change the use in "H" Local Retail District as now specified in Section 6, paragraph 8, sub-division (9) of said ordinance, so that hereafter said Section shall read as follows:

" "H" LOCAL RETAIL DISTRICT

(9) In the "H" Local Retail District, public garages shall be permitted provided that repair work and storage facilities for automobiles shall be purely incidental to an automobile sales room where major business is the display and sales of new automobiles by an authorized dealer. Building materials, storage yards and lumber yards shall be permitted provided that these yards shall be purely incidental to a hardware, or building materials retail store, where the major business is the display and sales of new building materials; and provided further that the area allowed for the repair and storage of cars, building material yards, lumber yards shall not be nearer than thirty feet from the front line of the building. Public garages, building material storage yards and lumber yards shall not be permitted in the "F" and "G" Local Retail District."

3. PROPOSITION 2:

"To zone newly annexed territory as "B" RESIDENTIAL DISTRICT, as follows:

All that property bounded on the east by Bandera Road, on the north by Cincinnati Avenue, on west by St. Louis Avenue, and on south Culebra Road; except what is zoned for business, known as University Park Addition."

4. PROPOSITION 3:

The recommendation of the Zoning Commission that Lot 5, in Block 1, New City Block 6085, at the corner of Magnolia and McCullough Avenues, remain as zoned at present, "D" APARTMENT DISTRICT, was adopted, and said property shall remain as "D" APARTMENT DISTRICT.

5. PROPOSITION 4:

The recommendation of the Zoning Commission that the portion of East Houston Street, between North Olive Street and North New Braunfels Avenue, remain as "H" LOCAL RETAIL DISTRICT, was rejected.

6. PROPOSITION 5:

"To zone newly annexed territory as "C" RESIDENTIAL DISTRICT, as follows:

All that property bounded on the east by the Old City Limits, on the north by Culebra Road, on the west and south by the new City Limits, which is not zoned for business."

7. PROPOSITION 6:

"To zone newly annexed territory as "D" APARTMENT DISTRICT, as follows:

All that property bounded on the north by the Old City Limits, on the east by Mission Road and Highway 66 South business district, on the south by new City Limits and Southwest Military Drive business district, on the west by business district of South Flores Street."

8. PROPOSITION 7:

"To zone newly annexed territory, as "D" APARTMENT DISTRICT, as follows:

All that property bounded on the north by the Old City Limits, on the east by South Gevers Street, on the south by Exposition Avenue and on the west by South Presa Street, which is not zoned for business."

9. PROPOSITION 8:

"To zone newly annexed territory as "E" APARTMENT DISTRICT, as follows:

All that property bounded on the north by the Old City Limits, on the east by the Pleasanton Road, on the south by Southwest Military Drive business district, and on the west by Nogalitos Street and Somerset Road, which is not zoned for business."

10. PROPOSITION 9:

"To re-zone a portion of West Commerce Street as "JJ" COMMERCIAL DISTRICT, as follows:

300 feet on the south side of West Commerce Street from St. Louis Street to Wood Avenue, and 300 feet beyond,

300 feet on the north side of West Commerce Street from San Joaquin Avenue to Wood Avenue, and 300 feet beyond, not including properties now zoned as "F" LOCAL RETAIL or "H" LOCAL RETAIL."

11. PROPOSITION 10:

"To re-zone a portion of West Ashby Place as "D" APARTMENT DISTRICT, as follows:

Lots 9 thru 12, Block 41, New City Block 2014"

12. PROPOSITION 11:

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

Lots 1 thru 9, New City Block 1021"

## 13. PROPOSITION 12:

The recommendation of the Zoning Commission that the 2900 block of East Houston Street remain as "JJ" COMMERCIAL DISTRICT, was adopted, and said property shall remain as "JJ" COMMERCIAL DISTRICT.

## 14. PROPOSITION 13:

"To re-zone a portion of Burleson and Rogers Streets as "J" COMMERCIAL DISTRICT, as follows:

Lot 33, New City Block 1008; Lot 35, New City Block 1008; Lot 37 New City Block 1008; Lot 39, New City Block 1008.

## 15. PROPOSITION 14:

The recommendation of the Zoning Commission that Lots 13 and 18, New City Block 1912, on West Myrtle Street, remain as "E" APARTMENT DISTRICT, was adopted, and said property shall remain as "E" APARTMENT DISTRICT.

## 16. PROPOSITION 15:

"To re-zone a portion of South Walters Street, between Mittman and Denver Boulevard, as "F" LOCAL RETAIL DISTRICT, as follows:

All of lots in New City Block 1639; All of lots in New City Block 1640."

## 17. PROPOSITION 16:

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

Tracts D and F, New City Block 8696."

18. All ordinances and parts of ordinances in conflict herewith are repealed, and the present classification of said area is discontinued, except as provided herein.

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

20. 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.

21. 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.

22. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

/s/ J. Frank Gallagher  
J. Frank Gallagher  
City Clerk

/s/ Alfred Callaghan  
Alfred Callaghan

M A Y O R .

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## AN ORDINANCE 6847

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE INDENTURE OF LEASE WITH CONTINENTAL AIR LINES, INC. FOR THE USE OF THE SAN ANTONIO MUNICIPAL AIRPORT AND FACILITIES AND FOR THE LEASING OF CERTAIN OFFICE, SHOP AND HANGAR SPACE AT SAID AIRPORT FOR EXCLUSIVE USE.

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 hereby is authorized and directed to execute Indenture of Lease by and between the Continental Air Lines, Inc. and the City of San Antonio, for the use of the San Antonio Municipal Airport and facilities and for the leasing of certain office, shop and hangar space at said airport, for a period of ten years beginning on the 1st day of October, 1947 and ending on the 30th day of September, 1957, at rentals, fees and charges and upon terms and conditions specified in said Indenture of Lease, a copy of which is attached hereto and made a part hereof.

2. PASSED AND APPROVED THIS 18th day of March, A.D. 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

INDENTURE OF LEASE, made this 1st day of October, 1947, by and between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas (hereinafter referred to as "Lessor"), and CONTINENTAL AIR LINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as "Lessee"),

## W I T N E S S E T H:

WHEREAS, Lessor is the owner and operator of San Antonio Municipal Airport in Bexar County, Texas, located in County Block 5013 Antonio Perez Survey No. 10 Abstract 571 (hereinafter called the "Airport"), and

WHEREAS, Lessee is engaged in the business of transporting persons, property, cargo and mail by air and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon,

NOW THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

#### ARTICLE I - PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the San Antonio Municipal Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use by Lessee, its employees, passengers, guests, patrons and invitees (in common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided for common use at or in connection with said Airport.

(B) Specific Rights at Airport. In addition to all rights elsewhere granted in this agreement, the Lessee shall have the right to use the Airport for the following specific purposes:

(1) The operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail, including all activities reasonable necessary to such operation (hereinafter referred to as "air transportation");

(2) The landing, taking off, loading, unloading, repairing, maintaining, conditioning, servicing, parking or storing of aircraft or other equipment;

(3) The training at the Airport of personnel in the employ of or to be employed by Lessee and the testing of aircraft and other equipment; it being understood that such training and testing shall be incident to use of the Airport in the operation by Lessee of its air transportation system;

(4) The sale, disposal or exchange of Lessee's aircraft, engines, accessories, gasoline, oil, greases, lubricants and other equipment, fuel and supplies; provided that this subsection shall not be construed as authorizing the conduct of a separate regular business by Lessee, but as permitting Lessee to enter into such transactions as incidents of its operation of an air transportation system, and specifically as permitting the sale or disposal of any article or goods used by, or bought for use by, the Lessee in connection with its operation of an air transportation system;

(5) The servicing by Lessee or its suppliers, at convenient locations, of aircraft and other equipment, by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee; such right to include, without limiting the generality hereof, the right to erect or install and maintain on said Airport adequate storage facilities for such gasoline, oil greases and other fuel or supplies at convenient locations, in accordance with insurance underwriters' standards, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof; such structures and appurtenances to be and remain the severable property of Lessee;

(6) The loading and unloading of persons, property, cargo and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier or carriers who shall or may regularly transport Lessee's passengers and cargo to and from the Airport;

(7) The purchase at said Airport of Lessee's requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of Lessee's choice, and the making of agreements with any person or company of Lessee's choice for work to be done for Lessee;

(8) The installation and operation of identifying signs on the leased premises, the general type and design of such signs to be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(9) The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased at said Airport as may be necessary or convenient in the opinion of the Lessee for its operations; provided that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(10) The rights and privileges granted the Lessee under this Article I with respect to the performance of ground services and activities in connection with its air transportation operations at the Airport, may be exercised by the Lessee for and on behalf of any other air transportation company or companies authorized by the Lessor to use the Airport, or for and on behalf of the Lessee by such other company or companies or an airport terminal corporation. Without limitation, such rights and privileges shall be deemed to include all activities incidental to the handling of reservations, the ticketing of Passengers, the receipt, dispatch, loading unloading and storage of passengers and their baggage, property, cargo and mail, and all ramp, repair, maintenance, storage, fueling and dispatching services incidental to the operation of aircraft at the Airport.

(c) Exclusive Space. The exclusive use of the following described premises:

(1) Office Space: 594 square feet of space located in Hangar No. 1 (the present Administration Building) said space being bounded as follows: Beginning at a point 21 feet west and 51½ feet south of the inside northeast corner of said Hangar No. 1, thence south 27 feet, thence east 22 feet, thence north 27 feet and thence west 22 feet to the point of beginning;

(2) Shop Space: 848 square feet of space in the west leanto of Hangar No. 2 consisting of Sections A and B as follows:

Section A: 621 square feet of space bounded as follows: Beginning at a point 39½ feet south of the outside northwest corner of said leanto of said Hangar No. 2, thence south 33 feet, thence east 19 feet, thence north 33 feet and thence west 19 feet to the point of beginning;

Section B: 227 square feet of space bounded as follows: Beginning at a point 73 feet south of the outside northwest corner of said leanto of said Hangar No. 2, thence south 21 feet, thence east 7½ feet, thence north 15 feet, thence east 11½ feet, thence north 6 feet and thence west 19 feet to the point of beginning;

(3) Hangar Space: 11,025 square feet of space located in Hangar No. 2, said space being bounded as follows: Beginning at a point 15 feet east of the northwest inside corner of said Hangar No. 2, thence south 20 feet, thence west 15 feet to the face of the west wall of said Hangar No. 2, thence south 56 feet, thence east 142½ feet, thence north 20½ feet, thence east 4½ feet, thence north 5 feet, thence east 5 feet, thence north 50½ feet to inside northeast corner of said Hangar No. 2, thence west 137 feet to point of beginning:

All of the spaces described in Subparagraphs (1), (2) and (3) above, to be used for such uses as Lessee may desire to make thereof in connection with or incidental to its operation of an air transportation system. The Lessee shall have the right and option at any time and from time to time during the term hereof and of any extension or renewal, to lease, for the exclusive use of itself or of any air transport company subsidiary to or affiliated with it, any additional space at the Airport necessary to the Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, together with any or all rights, facilities, licenses and privileges appurtenant to such space and to the Airport, upon the same general terms and conditions as are herein established.

(D) Parking Space. The use by Lessee, its employees and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their employees and passengers, of adequate vehicular parking space located as near as possible to said Administration Building, or any new Administration Building, without charge to Lessee or to said employees or passengers.

(E) Right of Access, Ingress and Egress. The full and unrestricted rights of access, ingress and egress with respect to the premises outlined in (A) to (D), above, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials, and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

#### ARTICLE II - TERM

Lessee shall have and hold said premises, facilities, rights, licenses, and privileges set forth in Paragraphs (A) to (E), inclusive, of Article I for a term commencing on the 1st day of October, 1947, and terminating at the end of the 30th day of September, 1957, unless sooner terminated as hereinafter provided.

#### ARTICLE III - QUIET ENJOYMENT

Lessor represents that it has the right to lease said property and appurtenances together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof; and covenants that upon performance of the agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy said premises, appurtenances, facilities, rights, licenses and privileges.

#### ARTICLE IV - DEVELOPMENT MAINTENANCE AND OPERATION OF AIRPORT

Lessor agrees that it will develop and improve, and at all times maintain and operate with adequate and efficient personnel and keep in good repair said Airport and Hangars Nos. 1 and 2 and leantos, and the appurtenances, facilities and services now or hereafter connected therewith, and keep said Airport and its approaches free from obstruction, congestion and interference for the safe, convenient and proper use thereof by Lessee, and will maintain and operate said Airport so as to entitle it to the approved rating by the Civil Aeronautics Authority and all other appropriate regulatory authorities in respect to all present and future operations of Lessee.

It is expressly understood that the Lessor will keep the public space in the Administration Building attractively furnished, and will provide and supply adequate light, electricity and water for the public space in the Administration Building; heat during cold weather sufficient to keep all parts of the building at a reasonable temperature; such personnel as may be necessary to facilitate the use of the Airport and Hangar No. 1 and leantos and the appurtenances, facilities and services as aforesaid by any one hereunder entitled to use the same; Lessee to pay for electric current and gas used in its own exclusive spaces, and to furnish janitor service in respect to its exclusive spaces in the Administration Building.

#### ARTICLE V - SPACE FOR GOVERNMENT AGENCIES

The Lessor covenants and agrees that if it should furnish space and facilities for the use of the Civil Aeronautics Authority, or other governmental agencies requiring space at said Airport, such space and facilities shall be furnished without charge to the Lessee; and Lessor agrees that if the Post Office Department should require space and facilities at the Airport such space and facilities will be furnished without charge to the Lessee.

#### ARTICLE VI - RULES AND REGULATIONS

Lessee agrees to pay Lessor for the use of all the premises, facilities, rights, licenses and privileges granted hereunder, the following rentals, fees and charges:

1. A monthly charge computed on the number of Lessee's Scheduled Trip Arrivals at said Airport during the month for which the charge is made, as follows:

For each of the first two Scheduled Trip Arrivals.....\$100.00 per month.  
 For each Scheduled Trip Arrival from the third to and including the fifth \$75.00 per month.  
 For each Scheduled Trip Arrival from the sixth to and including the eighth \$50.00 per month.  
 For each Scheduled Trip Arrival from the ninth to and including the eleventh \$35. per month.  
 For the twelfth and each additional Scheduled Trip Arrival.....\$25.00 per month.

For purposes of this computation a "Scheduled Trip Arrival" shall consist of one scheduled landing and one scheduled take-off per day throughout the month. The scheduled trip arrival at said Airport during each month as shown by Lessee's time-table in effect on the first business day of such month shall be conclusive in determining the total amount of the charge for that month, irrespective of the actual number of arrivals or airplane landings occurring during such month, schedule changes made during such month, extra sections flown, or courtesy, test, inspection, instruction, training, charter, sight-seeing, ferry or other flights, except freight cargo. Scheduled flights operated to, on or from said Airport by any air transport company subsidiary to or affiliated with the Lessee shall be charged for by the Lessor as if operated by Lessee.

The above fees shall apply to all aircraft having an approved maximum landing weight not in excess of 25,000 pounds. With respect to any Scheduled Trip Arrival on which Lessee operates a type of aircraft having an approved maximum landing weight in excess of 25,000 pounds the monthly fee for that Scheduled Trip Arrival shall be the same as set forth in the foregoing table, increased by one dollar (\$1.00) for each 1,000 pounds of approved maximum landing weight in excess of 25,000 pounds. The term "approved maximum weight" of any aircraft shall be the maximum landing weight approved by the Civil Aeronautics Authority for landing such aircraft at the Airport.

2. Non-scheduled cargo flights will be charged for at the rate of five cents (5¢) per 1,000 pounds of approved maximum landing weight with a minimum of three dollars (\$3.00) per landing.

3. A charge of eight cents (8¢) per square foot per month for Lessee's exclusive floor space, as described in Sub paragraph (1) of Paragraph (C) of ARTICLE I hereof. (594 square feet at 8¢ - \$47.52).

4. A charge of three cents (3¢) per square foot per month for Lessee's exclusive shop space, as described in Subparagraph (2) of Paragraph (C) of ARTICLE I hereof. (848 square feet at 3¢ - \$25.44).

5. A charge of two cents (2¢) per square foot per month for Lessee's exclusive hangar space, as described in Subparagraph (3) of Paragraph (C) of ARTICLE I hereof. (11,025 square feet at 2¢ - \$220.50).

The foregoing payments shall be made on or before the 15th day of calendar month next succeeding that for which payment is being made; provided that in no case will said amount be payable until ten (10) days after receipt by the Lessee of a written bill therefor from the Lessor; and provided that the Lessee shall not be required to pay in respect to any time or times during which the facilities and privileges of said Airport and premises do not measure up or conform to the standard set in this agreement, or are not for other reasons useable by the Lessee in all its said operations and business.

#### ARTICLE VIII - NO FURTHER CHARGES, FEES OR TOLLS

No rentals, fees, license, or operating tolls or other charges, except those herein expressly provided, shall be charged against or collected from, directly or indirectly, the Lessee or any other persons for the privileges, in connection with Lessee's business, of buying, selling, using, storing, withdrawing, handling, consuming or transporting materials or other supplies to, from or on the Airport; of making or performing agreements for work, materials or services at the Airport; of transporting, loading, unloading or handling persons, property or mail to, from or on said Airport; or for any other of the premises, facilities, rights, licenses and privileges granted in this lease; provided that Lessor reserves the right to impose on any carrier or carriers designated by Lessee to transport its passengers to an from the Airport a charge of not more than ten per cent of the gross receipts of such carrier or carriers received from or in connection with the transportation to or from the Airport of Lessee's passengers to be carried or which have been carried on Lessee's aircraft, or ten cents for each such passenger so transported, whichever is greater, no such charge, however, to be imposed by Lessor with respect to the transportation of any persons the charge for which is paid by Lessee; and provided further that Lessor reserves the right to impose on any catering service performing catering for Lessee, but located off the premises of the Airport, a charge of not more than five per cent of the gross receipts from such catering service, but in no event to exceed the percentage of gross receipts paid to Lessor by any catering service located on the premises of the Airport.

This provision shall not limit Lessor's rights to impose general and non-discriminatory ad-valorem taxation on personal or real property having a taxable situs within the corporate limits of Lessor.

#### ARTICLE IX - DAMAGE OR DESTRUCTION OF LEASED PREMISES

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render part or all of such premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease as to the untenable premises until such time as they shall be in order; and in case such property or any part thereof is completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, at the option of the Lessee either (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable hereunder for the destroyed premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel the por-

tion of this lease relating to such property, in which case this lease, as to the portion thereof relating to such property, shall forthwith cease and determine.

ARTICLE X - CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State authority from conducting and operating, its transportation system for the carriage of persons, property, cargo and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said thirty (30) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver or any right on the part of Lessor to cancel this lease for such default. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept or observed by Lessee shall be construed to be or act as a waiver of any subsequent default.

ARTICLE XI - CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other right herein given to Lessee, may at its option either cancel this lease in its entirety or terminate all or any of its obligations hereunder, or suspend the operation of this lease, or first suspend and later cancel this lease, by thirty (30) days' written notice, upon or after the happening of any one of the following events:

(A) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through San Antonio, Texas:

(B) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for San Antonio, Texas, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by any such governmental agency;

(C) Any failure or refusal by the Civil Aeronautics Authority to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonable desire so to operate;

(D) The breach by Lessor of any of the covenants or agreements herein contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice from Lessee of the existence of such breach;

(E) The inability of Lessee to use said premises and facilities continuing for a longer period than thirty (30) days whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the premises or the operations of Lessee or due to war, earthquake or other casualty.

In the event of suspension of this lease without its later cancellation, this lease shall again become effective upon written notice by either party to the other that the condition which caused such suspension has been eliminated, if such condition has in fact been eliminated.

Lessee's continuing to perform under this agreement for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor shall not be deemed a waiver of any right on the part of Lessee to cancel or suspend this lease for such default. No waiver of default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept or observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default.

Any hold-over after termination of this lease shall be a tenancy from month to month.

ARTICLE XII - SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty, and Lessee shall have the right at any time during said term, or any renewal or extension hereof, and for ninety (90) days after termination hereof, to remove any buildings, structures, or facilities it may erect or install on the premises and to remove all fixtures and equipment and other property installed or placed by it at its expense in, on or about the premises herein leased; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees, provided, that Lessee shall offer reasonable compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal.

ARTICLE XIII - ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof without consent in writing of Lessor, provided, however, that without such consent Lessee may assign this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business of the Lessee.

ARTICLE XIV - INDEMNIFICATION

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same. However, it is expressly understood and agreed by and between the parties hereto that the Lessee is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the Lessor shall in no way be responsible therefor. It is further agreed that in its use and enjoyment of the field, premises and facilities herein referred to, the Lessee will indemnify and save harmless the Lessor from any and all claims or losses that may proximately result to the Lessor from any negligence on the part of the Lessee, its duly authorized agents or representatives, and shall in all ways hold the Lessor harmless from same, provided the Lessor shall give to the Lessee prompt notice of any claim, damage or loss, or action in respect thereto, and an opportunity seasonably to investigate and defend against any claim or action based upon alleged negligent conduct of the Lessee or its duly authorized agents or representatives.

ARTICLE XV - NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Airport Director, San Antonio Municipal Airport, Route 10, Box 288, San Antonio, Texas, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to Lessee at Stapleton Airfield, Denver 7, Colorado; or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE XVI - COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Excepting air transport operators who are operating aircraft with a gross landing weight of less than 16,000 pounds into the Airport, Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, conducting a business similar to Lessee's, with respect to the Airport, containing more favorable terms than this lease or to grant to any other scheduled air transport operator rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

ARTICLE XVII - CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority" is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

ARTICLE XVIII - VENUE

This contract is performable exclusively in Bexar County, Texas, and venue for any suits shall be in any of the courts of Bexar County, Texas.

ARTICLE XIX - HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this lease.

ARTICLE XX - INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions or provision of this lease.

ARTICLE XXI - NEW ADMINISTRATION BUILDING

Lessor contemplates erecting a modern permanent terminal building at said Airport and, if and when it is completed and ready for occupancy, suitable space therein will be assigned to Lessee for the above use, at a rental then to be agreed upon. Upon occupancy by Lessee of space in said modern permanent terminal building, all the rights and provisions set forth in this agreement shall apply to such occupancy. Upon occupancy of space in said modern permanent terminal building by Lessee, Lessee shall be relieved from paying rental on the exclusive space described in Subparagraph (1) of Paragraph (C) of Article I hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ATTEST:

/s/ J. Frank Gallagher  
City Clerk

CITY OF SAN ANTONIO

/s/By: Alfred Callaghan  
Mayor - LESSOR

ATTEST:

/s/ Dorothy V. Rylander  
Asst. Secretary

CONTINENTAL AIR LINES, INC.

/s/By: C. C. West, Jr.  
Vice President - LESSEE

\* \* \*

## AN ORDINANCE 6848

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE INDENTURE OF LEASE WITH BRANIFF AIRWAYS, INCORPORATED, FOR THE USE OF THE SAN ANTONIO MUNICIPAL AIRPORT AND FACILITIES AND FOR THE LEASING OF CERTAIN OFFICE, SHOP AND HANGAR SPACE AT SAID AIRPORT FOR EXCLUSIVE USE.

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 Indenture of Lease by and between Braniff Airways, Incorporated, and the City of San Antonio, for the use of the San Antonio Municipal Airport and facilities and for the leasing of certain office, shop and hangar space at said airport, for a period of ten years beginning on the 1st day of October, 1947 and ending on the 30th day of September, 1947, at rentals, fees and charges and upon terms and conditions specified in said Indenture of Lease, a copy of which is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 18th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

INDENTURE OF LEASE, mad this 1st day of October, 1947, by and between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas (hereinafter referred to as "Lessor"), and BRANIFF AIRWAYS, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma (hereinafter referred to as "Lessee"),

W I T N E S S E T H:

WHEREAS Lessor is the owner and operator of San Antonio Municipal Airport in Bexar County, Texas, located in County Block 5013 Antonio Perez Survey, No. 10 Abstract 571 (hereinafter called the "Airport"), and

WHEREAS Lessee is engaged in the business of transporting persons, property, cargo and mail by air and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon,

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

ARTICLE I - PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the San Antonio Municipal Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use by Lessee, its employees, passengers, guests, patrons and invitees (in common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided for common use at or in connection with said Airport.

(B) Specific Rights at Airport. In addition to all rights elsewhere granted in this agreement, the Lessee shall have the right to use the Airport for the following specific purposes:

(1) The operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail, including all activities reasonably necessary to such operation (hereinafter referred to as "air transportation");

(2) The landing, taking off, loading, unloading, repairing, maintaining, conditioning, servicing, parking or storing of aircraft or other equipment;

(3) The training at the Airport of personnel in the employ of or to be employed by Lessee and the testing of aircraft and other equipment; it being understood that such training and testing shall be incident to use of the Airport in the operation by Lessee of its air transportation system;

(4) The sale, disposal or exchange of Lessee's aircraft, engines, accessories, gasoline, oil, grease, lubricants and other equipment, fuel and supplies; provided that this subsection shall not be construed as authorizing the conduct of a separate regular business by Lessee, but as permitting Lessee to enter into such transactions as incidents of its operation of an air transportation system, and specifically as permitting the sale or disposal of any article or goods used by, or bought for use by, the Lessee in connection with its operation of an air transportation system;

(5) The servicing by Lessee or its suppliers, at convenient locations, of aircraft and other equipment, by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee; such right to include, without limiting the generality hereof, the right to erect or install and maintain on said Airport adequate storage facilities for such gasoline, oil, greases and other fuel or supplies, at convenient locations, in accordance with insurance underwriters' standards, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof; such structures and appurtenances to be and remain the severable property of Lessee;

(6) The loading and unloading of persons, property, cargo and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier or carriers who shall or may be regularly transport Lessee's passengers and cargo to and from the Airport;

(7) The purchase at said Airport of Lessee's requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of Lessee's choice, and the making of agreements with any person or company of Lessee's choice for work to be done for Lessee;

(8) The installation and operation of identifying signs on the leased premises, the general type and design of such signs to be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(9) The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased and said Airport as may be necessary or convenient in the opinion of the Lessee for its operations; provided that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(10) The rights and privileges granted the Lessee under this Article I with respect to the performance of ground services and activities in connection with its air transportation operations at the Airport, may be exercised by the Lessee for and on behalf of any other air transportation company or companies authorized by the Lessor to sue the Airport, or for and on behalf of the Lessee by such other company or companies or an airport terminal corporation. Without limitation, such rights and privileges shall be deemed to include all activities incidental to the handling of reservations, the ticketing of passengers, the receipt, dispatch, loading, unloading and storage of passengers and their baggage, property, cargo and mail, and all ramp, repair, maintenance, storage, fueling and dispatching services incidental to the operation of aircraft at the Airport.

(C) Exclusive Space. The exclusive use of 540 square feet of space in the north end of the east leanto of Hangar No. 1 (the present Administration Building), the same being the ticket counter and space north thereof and office presently occupied by Lessee's Station Manager; the exclusive use of 1245 square feet of space in the north end and 104 square feet in the southwest corner of the west leanto of Hangar No. 1; and the exclusive use of the north half of Hangar No. 1, consisting of 10,539 square feet of space; all for such uses as Lessee may desire to make thereof in connection with or incidental to its operation of an air transportation system. The Lessee shall have the right and option at any time and from time to time during the term hereof and of any extension or renewal, to lease, for the exclusive use of itself or of any air transport company subsidiary to or affiliated with it, and additional space at the Airport not necessary to the Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, together with any or all rights, facilities, licenses and privileges appurtenant to such space and to the Airport, upon the same general terms and conditions as are herein established.

(D) Parking Space. The use by Lessee, its employees and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their employees and passengers, of adequate vehicular parking space located as near as possible to said Administration Building, or any new Administration Building, without charge to Lessee or to said employees or passengers.

(E) Right of Access, Ingress and Egress. The full and unrestricted rights of access, ingress and egress with respect to the premises outlined in (A) to (D), above, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

#### ARTICLE II - TERM

Lessee shall have and hold said premises, facilities, rights, licenses, and privileges set forth in Paragraphs (A) to (E), inclusive, of Article I for a term commencing on the 1st day of October, 1947, and terminating at the end of the 30th day of September, 1957, unless sooner terminated as hereinafter provided.

#### ARTICLE III - QUIET ENJOYMENT

Lessor represents that it has the right to lease said property and appurtenances together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof; and covenants that upon performance of the agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy said premises, appurtenances, facilities, rights, licenses and privileges.

#### ARTICLE IV - DEVELOPMENT MAINTENANCE AND OPERATION OF AIRPORT

Lessor agrees that it will develop and improve, and at all times maintain and operate with adequate and efficient personnel and keep in good repair said Airport and Hangar No. 1 and leantos, and the appurtenances, facilities and services now or hereafter connected therewith, and keep said Airport and its approaches free from obstruction, congestion and interference for the safe, convenient and proper use thereof by Lessee, and will maintain and operate said Airport so as to entitle it to the approved rating by the Civil Aeronautics Authority and all other appropriate regulatory authorities in respect to all present and future operations of Lessee.

It is expressly understood that the Lessor will keep the public space in the Administration Building attractively furnished, and will provide and supply adequate light, electricity and water for the public space in the Administration Building; heat during cold weather sufficient to keep all parts of the building at a reasonable temperature; such personnel as may be necessary to facilitate the use of the Airport and Hangar No. 1 and leantos and the appurtenances, facilities and services as aforesaid by any one hereunder entitled to use the same; Lessee to pay for electric current and gas used in its own exclusive spaces in the Administration Building.

ARTICLE V - SPACE FOR GOVERNMENT AGENCIES

The Lessor covenants and agrees that if it should furnish space and facilities for the use of the Civil Aeronautics Authority, or to other governmental agencies requiring space at said Airport, such space and facilities shall be furnished without charge to the Lessee; and Lessor agrees that if the Post Office Department should require space and facilities at the Airport such space and facilities will be furnished without charge to the Lessee.

ARTICLE VI - RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated and enforced by Lessor for operation at said Airport.

ARTICLE VII - RENTALS AND FEES

Lessee agrees to pay Lessor for the use of all the premises, facilities, rights, licenses and privileges granted hereunder, the following rentals, fees and charges:

1. A monthly charge computed on the number of Lessee's Scheduled Trip Arrivals at said Airport during the month for which the charge is made, as follows:

For each of the first two Scheduled Trip Arrivals.....\$100.00 per month.  
 For each Scheduled Trip Arrival from the third to and including the fifth \$ 75.00 per month.  
 For each Scheduled Trip Arrival from the sixth to and including the eighth \$ 50.00 per month.  
 For each Scheduled Trip Arrival from the ninth to and including the eleventh 35.00 per month.  
 For the twelfth and each additional Scheduled Trip Arrival.....\$ 25.00 per month.

For purposes of this computation a "Scheduled Trip Arrival" shall consist of one scheduled landing and one scheduled take-off per day throughout the month. The scheduled trip arrivals at said Airport during each month as shown by Lessee's timetable in effect on the first business day of such month shall be conclusive in determining the total amount of the charge for that month, irrespective of the actual number of arrivals or airplane landings occurring during such month, schedule changes made during such month, extra sections flown, or courtesy, test, inspection, instruction, training, charter, sight-seeing, ferry or other flights, except freight cargo, Scheduled flights operated to, on or from said Airport by any air transport company subsidiary to or affiliated with the Lessee shall be charged for by the Lessor as if operated by Lessee.

The above fees shall apply to all aircraft having an approved maximum landing weight not in excess of 25,000 pounds. With respect to any Scheduled Trip Arrival on which Lessee operates a type of aircraft having an approved maximum landing weight in excess of 25,000 pounds the monthly fee for that Scheduled Trip Arrival shall be the same as set forth in the foregoing table, increased by one dollar (\$1.00) for each 1,000 pounds or approved maximum landing weight in excess of 25,000 pounds. The term "approved maximum weight" of any aircraft shall be the maximum landing weight approved by the Civil Aeronautics Authority for landing such aircraft at the Airport.

2. Non-scheduled cargo flights will be charged for at the rate of five cents (5¢) per 1,000 pounds of approved maximum landing weight with a minimum of three dollars (\$3.00) per landing.

3. A charge of eight cents (8¢) per square foot per month for Lessee's exclusive floor space in the north end of the east leanto of Hangar No. 1 (the present Administration Building). (540 square feet at 8¢ - \$43.20 per month).

4. A charge of three cents (3¢) per square foot per month for Lessee's exclusive floor space in the north end and southwest corner of the west leanto of Hangar No. 1. (1349 square feet at 3¢ - \$40.47 per month).

5. A charge of two cents (2¢) per square foot per month for Lessee's exclusive floor space in the north half of Hangar No. 1 (apart from the leantos). (10,539 square feet at 2¢ - \$210.78 per month).

The foregoing payments shall be made on or before the 15th day of the calendar month next succeeding that for which payment is being made; provided that in no case will said amount be payable until ten (10) days after receipt by the Lessee of a written bill therefor from the Lessor; and provided that the Lessee shall not be required to pay in respect to any time or times during which the facilities and privileges of said Airport and premises do not measure up or conform to the standard set in this agreement, or are not for other reasons usable by the Lessee in all its said operations and business.

ARTICLE VIII - NO FURTHER CHARGES, FEES OR TOLLS

No rentals, fees, license, or operating tolls or other charges, except those herein expressly provided, shall be charged against or collected from, directly or indirectly, the Lessee or any other persons for the privileges, in connection with Lessee's business, of buying, selling, using, storing, withdrawing, handling, consuming or transporting materials or other supplies to, from or on the Airport; of making or performing agreements for work, materials or services at the Airport; of transporting, loading, unloading or handling persons, property or mail to, from or on said Airport; or for any other of the premises, facilities, rights, licenses and privileges granted in this lease; provided that Lessor reserves the right to impose on any carrier or carriers designated by Lessee to transport its passengers to and from the Airport a charge of not more than ten percent of the gross receipts of such carrier or carriers received from or in connection with the transportation to or from the Airport of Lessee's passengers to be carried or which have been carried on Lessee's aircraft, or ten cents for each such passenger so transported, whichever is greater, no such charge, however, to be imposed by Lessor with respect to the transportation of any persons the charge for which is paid by Lessee; and provided further that Lessor reserves the right to impose on any catering service performing catering for Lessee, but located off the premises of the Airport, a charge of not more than five per cent of the gross receipts from such catering service, but in no event to exceed the percentage of gross receipts paid to Lessor by any catering service located on the premises of the Airport.

This provision shall not limit Lessor's rights to impose general and non-discriminatory ad-valorem taxation on personal or real property having a taxable situs within the corporate limits of Lessor.

ARTICLE IX - DAMAGE OR  
DESTRUCTION OF LEASED PREMISES

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render part or all of such premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease as to the untenable premises until such time as they shall be in order; and in case such property or any part thereof is completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, at the option of the Lessee either (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable hereunder for the destroyed premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel the portion of this lease relating to such property, in which case this lease, as to the portion thereof relating to such property, shall forthwith cease and determine.

ARTICLE X - CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State authority from conducting and operating, its transportation system for the carriage of persons, property, cargo and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessor may, after a lapse of said thirty (30) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the Part of Lessor to cancel this lease for such default. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default.

ARTICLE XI - CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other right herein given to Lessee, may at its option either cancel this lease in its entirety or terminate all or any of its obligations hereunder, or suspend the operation of this lease, or first suspend and later cancel this lease, by thirty (30) days' written notice, upon or after the happening of any of the following events:

- (A) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through San Antonio, Texas.
- (B) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for San Antonio, Texas, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by any such governmental agency;
- (C) Any failure or refusal by the Civil Aeronautics Authority to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire so to operate.
- (D) The breach by Lessor of any of the covenants or agreements herein contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice from Lessee of the existence of such breach;
- (E) The inability of Lessee to use said premises and facilities continuing for a longer period than thirty (30) days whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the premises or the operations of Lessee or due to war, earthquake or other casualty.

In the event of suspension of this lease without its later cancellation, this lease shall again become effective upon written notice by either party to the other that the condition which caused such suspension has been eliminated, if such condition has in fact been eliminated.

Lessee's continuing to perform under this agreement for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor shall not be deemed a waiver of any right on the part of Lessee to cancel or suspend this lease for such default. No waiver of default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default.

Any hold-over after termination of this lease shall be a tenancy from month to month.

ARTICLE XII - SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty, and Lessee shall have the right at any time during said term, or any renewal or extension hereof, and for ninety (90) days after the termination hereof, to remove any buildings, structures, or facilities it may erect or install on the premises and to remove all fixtures and equipment and other property installed or placed by it at its expense in, on or about the premises herein leased; subject however, to any valid lien which Lessor may have thereon for unpaid rents or fees; provided that Lessee shall offer reasonable compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal.

ARTICLE XIII- ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof without the consent in writing of Lessor; provided, however, that without such consent Lessee may assign this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business of the Lessee.

ARTICLE XIV - INDEMNIFICATION

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same. However, it is expressly understood and agreed by and between the parties hereto that the Lessee is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the Lessor shall in no way be responsible therefor. It is further agreed that in its use and enjoyment of the filed, premises and facilities herein referred to, the Lessee will indemnify and save harmless the Lessor from any and all claims or losses that may proximately result to the Lessor from any negligence on the part of the Lessee, its duly authorized agents or representatives, and shall in all ways hold the Lessor harmless from same, provided the Lessor shall give to the Lessee prompt notice of any claim, damage or loss, or action in respect thereto, and an opportunity seasonable to investigate and defend against any claim or action based upon alleged negligent conduct of the Lessee or its duly authorized agents or representatives.

ARTICLE XV-- NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Airport Director, San Antonio Municipal Airport, Route 10, Box 288, San Antonio, Texas, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to Lessee at Love Field, Dallas 9, Texas; or to such other respective address as the parties may designate in writing from time to time.

ARTICLE XVI - COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Excepting air transport operators who are operating aircraft with a gross landing weight of less than 16,000 pounds into the Airport, Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, conducting a business similar to Lessee's, with respect to the Airport, containing more favorable terms than this lease or to grant to any other scheduled air transport operator rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

ARTICLE XVII - CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority" is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

ARTICLE XVIII - VENUE

This contract is performable exclusively in Bexar County, Texas, and venue for any suits shall be in any of the courts of Bexar County, Texas.

ARTICLE XIX - HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this lease.

ARTICLE XX - INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

ARTICLE XXI - NEW ADMINISTRATION BUILDING

Lessor contemplates erecting a modern permanent terminal building at said Airport and, if and when it is completed and ready for occupancy, suitable space therein will be assigned to Lessee for the above uses, at a rental then to be agreed upon. Upon occupancy by Lessee of space in said modern permanent terminal building, all the rights and provisions set forth in this agreement shall apply to such occupancy. Upon occupancy of space in said modern permanent terminal building by Lessee, Lessee shall be relieved from paying rental on exclusive space presently occupied by it in the north end of the east leanto of Hangar No. 1 as set forth in Article I (C) hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ATTEST:  
/s/By: J. Frank Gallagher  
City Clerk

CITY OF SAN ANTONIO

/s/By: Alfred Callaghan  
Mayor LESSOR

ATTEST:  
/s/By: C. G. Adams  
Secretary

BRANIFF AIRWAYS, INCORPORATED

/s/By: Chas. A. Beard  
Exec. Vice President LESSEE

APPROVED AS TO FORM: J.M.J. 2/17/48

\* \* \*

APPRO. NO. 1133-A

AN ORDINANCE 6849

APPROPRIATING \$936.60 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, TO PAY FOR LIQUID CHLORINE AND FREIGHT CHARGES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$936.60, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, to pay 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 (and return of empty drums). The above payable as follows:

|  |                 |
|--|-----------------|
| Southern Alkali Corp.....              | \$765.00        |
| Texas and New Orleans Railroad Co..... | 171.60          |
|  | <u>\$936.60</u> |

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:  
J. Frank Gallagher  
City Clerk

Alfred Callaghan  
M A Y O R

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APPRO. NO. 1134

AN ORDINANCE 6850

APPROPRIATING \$131.63 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, TO PAY SCOBIEY FIREPROOF STORAGE COMPANY FOR DRAYAGE ON CHLORINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$131.63, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, to pay Scobey Fireproof Storage Company for drayage on Chlorine from Berg's Mill to our storage and return of empty drums, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:  
J. Frank Gallagher  
City Clerk

Alfred Callaghan  
M A Y O R

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APPRO. NO. 1135

AN ORDINANCE 6851

APPROPRIATING \$1,791.00 OUT OF THE SOUTH ALAMO STREET IMPROVEMENT FUND, TO THE ALAMO TITLE COMPANY, TO PAY THE ESTATE OF LOUISE SIMMANG, DECEASED, FOR LAND TO BE CONVEYED TO THE CITY OF SAN ANTONIO FOR SOUTH ALAMO STREET EXTENSION.

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

1. That \$1,971.00 be and the same is appropriated hereby out of the South Alamo Street Improvement Fund, to Alamo Title Company, for land to be conveyed by the Estate of Louise Simmang, Deceased, to the City of San Antonio, for South Alamo Street Extension, being the North 9-7/10 feet of Lots 1-3-4-5-6-7-8-10 and 11, New City Block 920, beginning at the intersection of Herff and South Laredo Streets and extending in an Easterly direction along the South side of Herff Street to the San Pedro Creek, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 25th day of March, A.D. 1948.

ATTEST:  
J. Frank Gallagher  
City Clerk

Alfred Callaghan  
M A Y O R

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APPRO. NO. 1136

AN ORDINANCE 6852

APPROPRIATING \$25.00 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY JACK SKELTON FOR USE OF LOW-BOY MOVING HEAVY EQUIPMENT IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Jack Skelton, his first and final estimate, for use of Low-Boy moving heavy equipment in accordance with contract on file in the office of the City Clerk dated September 25, 1947, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 25th day of March, 1948.

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

APPRO. NO. 1137

AN ORDINANCE 6853

APPROPRIATING \$575.00 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY JAMES DONALDSON, INC., FOR 1000 BAGS OF CEMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$575.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay James Donaldson, Inc., for 1000 bags of cement as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 25th day of March, 1948.

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

APPRO. NO. 1138

AN ORDINANCE 6854

APPROPRIATING \$2,059.00 TO THE ESTATE OF LOUISE SIMMANG, DECEASED, FOR DAMAGES RESULTING TO REMAINDER OF PROPERTY ON ACCOUNT OF SOUTH ALAMO STREET IMPROVEMENT.

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

1. That \$2,059.00 is appropriated out of the South Alamo Street Improvement Fund, to pay the Estate of Louise Simmang, Deceased, in full accord, satisfaction and compensation for all demands and damages to the remaining property of the payee, in Lots 1-3-4-5-6-7-8-10 and 11, New City Block 920, in the City of San Antonio, Bexar County, Texas, resulting directly or indirectly from the taking of property described in the deed and contract between the City of San Antonio, and the payee herein, for the improvement of South Alamo Street and the extension thereof between South Flores and South Laredo Streets.

2. PASSED AND APPROVED this 25th day of March, A.D. 1948.

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

APPRO. NO. 1139

AN ORDINANCE 6855

APPROPRIATING \$114.48 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO REIMBURSE WM. M. SESSIONS, LOUIS W, LIPSCOMB AND WALTER W. TOXEY FOR EXPENSES INCURRED ON OFFICIAL BUSINESS IN FORT WORTH, TEXAS FROM MARCH 17TH TO 20TH, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$114.48, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to reimburse those listed below for expenses incurred on official business in Fort Worth, Texas, from March 17th, 1948 to March 20th, 1948 inclusive.

Wm. M. Sessions.....\$ 38.50  
Louis W. Lipscomb..... 34.00  
Walter W. Toxey..... 41.98  
\$114.48

PASSED AND APPROVED on the 25th day of March, 1948.

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

APPRO. NO. 1140

AN ORDINANCE 6856

APPROPRIATING \$495.19 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY THE CITY'S SHARE OF GROUP INSURANCE FOR THE MONTH OF FEBRUARY, 1948, COVERING VARIOUS EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$495.19, be and the same is hereby appropriated out of the 1947 General Fund, to pay Aetna Life Insurance Company, the City's Share of Group Insurance for the month of February, 1948, covering various employees in the following departments:

|                             |             |
|-----------------------------|-------------|
| Comm. of Police & Fire..... | \$ 6.36     |
| Police Department.....      | 328.21      |
| Fire Department.....        | 157.98      |
| Fire Alarm.....             | <u>2.64</u> |
|                             | \$495.19    |

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1141

AN ORDINANCE 6857

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Parking Meter Account, payable to the Magee Hale Park-O-Meter Company, Oklahoma City \$1,000.00 to cover installment No. 14 on 500 Meters, as per contract ordinance of August 22nd, 1946 and \$2,000.00 to cover installment No. 13 on 1000 Meters, as per contract ordinance of January 18th, 1947.

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1142

AN ORDINANCE 6858

APPROPRIATING \$18.00 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR STAMPS AND BOX RENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$18.00, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay Dan Quill, Postmaster, for stamps and rental of Post Office Box No. 1508 for three months, from April 1st, through June 30th, 1948, as per approved Purchase Order on file in the City Auditor's Office, as listed below.

|                        |             |
|------------------------|-------------|
| Witte Museum.....      | \$14.00     |
| Police Department..... | <u>4.00</u> |
|                        | \$18.00     |

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 1143

AN ORDINANCE 6859

APPROPRIATING \$1,774.74 OUT OF THE AIRPORT ADMINISTRATION BLDG. B-45 FUND, TO PAY J.W.BERETTA, ENGINEERS, INC., FOR PROFESSIONAL SERVICES IN CONNECTION WITH IMPROVEMENTS AT THE S.A.MUNICIPAL AIRPORT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,774.74, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay J. W. Beretta, Engineers, Inc., for professional services in connection with improvements at the San Antonio Municipal Airport as per contract dated October 23, 1947, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 25th day of March, 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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## AN ORDINANCE 6860

GRANTING THE PETITION OF TRUSTEES OF BROOKS MEMORIAL METHODIST CHURCH, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1945 AND YEARS SUBSEQUENT THERETO, ON LOTS 14, 15, AND 16, BLOCK 21, NEW CITY BLOCK 8917 AT 931 ATHENS AVENUE, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lots 14, 15, and 16, Block 21, New City Block 8917, at 931 Athens Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as actual place of religious worship, and not subject to taxation, and the petition of Trustees of Brooks Memorial Methodist Church, dated February 25, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1945 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1945, beginning June 1, 1945, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purpose for which exempted, namely, actual place of religious worship.

2. PASSED AND APPROVED this 25th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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## AN ORDINANCE 6861

GRANTING THE PETITION OF TRUSTEES OF BROOKS MEMORIAL METHODIST CHURCH, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1945 AND YEARS SUBSEQUENT THERETO ON LOT 18-B, BLOCK 8, NEW CITY BLOCK 8739, AT 134 WILCOX STREET, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lot 18-B, Block 8, New City Block 8739, at 134 Wilcox Street, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of and exempt character as residence of minister, and not subject to taxation, and the petition of Trustees of Brooks Memorial Methodist Church, dated February 25, 1948, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1945 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1945, beginning June 1, 1945, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used solely for the purposes for which exempted, namely, residence of minister.

2. PASSED AND APPROVED this 25th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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## AN ORDINANCE 6862

MAKING BILL OF SALE TO BEN F. FRIEDMAN FOR HOUSE ON MCKAY STREET.

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

1. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio to Ben F. Friedman, as follows:

2. That the City of San Antonio, a municipal corporation situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, its Mayor, who is duly authorized by this ordinance, for and in consideration of \$411.00 cas, the receipt of which is hereby acknowledged.

3. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Ben F. Friedman, of the County of Bexar and State of Texas, the following described property as is, to-wit:

4. All improvements located on Lots 44, 45 and 46, New City Block 6487, numbered 338 McKay Street, to be removed therefrom at the expense of the purchaser.

5. All other bids are rejected hereby.

6. The receipts from the sale of the foregoing property shall be credited to the Street and Bridge C-45 Fund.

7. PASSED, APPROVED AND EXECUTED this 25th day of March, A.D. 1948.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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## AN ORDINANCE 6863

MAKING A BILL OF SALE TO FRANK H. SILCOCK FOR IMPROVEMENTS ON TIPTON STREET AND EAST THEO AVENUE.

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

1. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio to Frank H. Silcock, as follows:
2. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, its Mayor, who is duly authorized by this ordinance, for and in consideration of \$3,000.00 cash, the receipt of which is hereby acknowledged;
3. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Frank H. Silcock, of the County of Bexar and State of Texas, the following described property as is, to-wit:
4. All improvements located on Lots 20 and 21, New City Block 6714, numbered 203 Tipton Street; and all improvements located on Lot 2, New City Block 3848, numbered 301 East Theo Avenue; to be removed therefrom at the expense of the purchaser.
5. All other bids are rejected hereby.
6. The receipts from the sale of the foregoing property shall be credited to the Street and Bridge C-45 Fund.
7. PASSED, APPROVED AND EXECUTED this 25th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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## AN ORDINANCE 6864

MAKING BILL OF SALE TO JOSEPH MARSHALL FOR HOUSES ON TIPTON, ODIS AND BRYAN STREETS.

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

1. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio to Joseph Marshall, as follows:
2. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting herein by and through Alfred Callaghan, its Mayor, who is duly authorized by this ordinance, for and in consideration of \$4,111.00 cash, the receipt of which is hereby acknowledged;
3. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Joseph Marshall, of the County of Bexar and State of Texas, the following described property as is, to-wit:
4. All improvements located on Lots 1 and 2, New City Block 6716, numbered 202 Tipton Street; all improvements located on Lots 21 and 22, New City Block 6716, numbered 203 Odis Street; and, all improvements located on Lots 48 and 49, New City Block 6488, numbered 125 Bryan Street; all to be removed at the expense of the purchaser.
5. All other bids are rejected hereby.
6. The receipts from the sale of the foregoing property shall be credited to the Street and Bridge C-45 Fund.
7. PASSED, APPROVED AND EXECUTED this 25th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

## AN ORDINANCE 6865

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF UPHAM ENGINEERING CO.

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

1. That the petition of Upham Engineering Co., 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 211 Tuttle Rd., LOT E. 26' Lot 16, W. 54' Lot 16, BLOCK 1, Terrell Hills, out of Tracts 64 & 65, County Block 5526, 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 25th DAY of MARCH, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

UPHAM ENGINEERING CO.

The foregoing permit and the conditions are accepted. /s/ Victor Jaeggli

Mrs. Victor Jaeggli  
Petitioner and Licensee

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AN ORDINANCE 6866

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

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

1. That the petition of Colton A. Dunagan, 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 condormity 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 517 Hot Wells Blvd., LOT 9, BLOCK 5, County Block 5638, 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 connections 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 the 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 25th DAY OF MARCH, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

The foregoing permit and the conditions are accepted. /s/ Colton A. Dunagan

Frances Dunagan  
Petitioner and Licensee

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AN ORDINANCE 6867

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF NAYLOR CONST, CO.

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

1. That the petition of Naylor Const. Co., 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 305 Tuttle Rd.; LOT E. 50' of Lot 20, & W. 25' of Lot 21, BLOCK 2, Terrell Hills, out of Tracts 64 & 65, County Block 5526, 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 25th DAY OF MARCH, A.D. 1948.

ATTEST: Alfred Callaghan  
M A Y O R  
NAYLOR CONSTRUCTION CO.  
/s/ P. C. Naylor  
Petitioner and Licensee

J. Frank Gallagher  
City Clerk  
The foregoing permit and the conditions are accepted.

AN ORDINANCE 6868

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE THE CITY LIMITS, ON THE PETITION OF UPHAM ENGINEERING CO.

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

1. That the petition of Upham Eng. Co., 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 202 Tuttle Rd., LOT 2, BLOCK 3, Terrell Hills, out of Tracts 64 & 65, County Block 5526, 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 sewer; 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 25th DAY OF MARCH, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher  
City Clerk

M A Y O R

The foregoing permit and the conditions are accepted.

UPHAM ENG. CO.

/s/ Victor Jaeggli

Mrs. Victor Jaeggli  
Petitioner & Licensee

\* \* \*

AN ORDINANCE 6869

AMENDING AND ORDINANCE ENTITLED "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF", PASSED AND APPROVED THE 13TH DAY OF JANUARY, A.D. 1913, BY AMENDING SECTIONS 110 AND 112 THEREOF.

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

1. That Section 110 of an ordinance entitled "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF", passed and approved the 13th day of January, A.D. 1913, as amended, is amended hereby so as to read as follows:

2. " FIRE DISTRICTS.

110. The City of San Antonio is divided into Fire Districts as follows:

District "A" known as the "Fireproof District";  
District "B" known as the "Inner Fire District";  
District "C" known as the "Outer Fire District";

and each of the above described Districts shall be bounded as follows:

Boundary Lines of District "A" known as the "Fireproof District";

110-A. Beginning at corner of South San Marcos and Monterrey Street going North on San Marcos to West Martin Street, then going East down center of West Martin Street to San Saba Street, then North down center of San Saba Street to Camaron and West Romana, then East on West Romana to North Flores Street, then Northwest down center of North Flores Street to West Elmira Street, then East down center of Elmira Street to Richmond Avenue, then Southeast on Richmond to Dallas, then Northeast on Dallas to Brooklyn, then Southeast on Brooklyn to Seventh Street, then Southeast on Seventh Street to Avenue "B", then North on Avenue "B" to Jones Avenue, then Southeast on Jones Avenue to Sherman Street, then East on Sherman to North Cherry Street, then South on North Cherry to Montana, then West on Montana to Hoefgen and LaFitte Street, then Northwest on LaFitte Street to Matagorda Street, then Southwest on Matagorda Street to Camargo Street, then East on Camargo Street to a point 300 feet East of Center of South Presa Street, then South along a line 300 feet East of and parallel to South Presa Street to Leigh Street, then West along a line from a point 300 feet East of South Presa Street on Leigh Street to the intersection of South Presa and Pereida Street, then West down center of Pereida Street to Cedar Street, then North on Cedar Street to Beauregard Street, then West on Beauregard Street to Arsenal Street, then West on Arsenal Street to South Laredo Street, then North on South Laredo Street to San Fernando, then West on San Fernando to Concho Street, then North on Concho Street to Monterrey, then West down center of Monterrey to South San Marcos,

Boundary Lines of District "B", known as the "Inner Fire District":

110-B. Beginning at a point 300 feet North of intersection of Fredericksburg Road and Grant Avenue going Northwest along a line 300 feet Northeast of and parallel to Fredericksburg Road to Spencer Lane, then West on Spencer Lane to Fredericksburg Road, then Southwest on Balconies Heights Road to point 300 feet Southwest of Fredericksburg Road, then Southeast along a line 300 feet Southwest of and parallel to Fredericksburg Road to a point 300 feet Southwest of intersection of Grant Avenue and Fredericksburg Road, then Northeast along a line to the intersection of Grant Avenue and Fredericksburg Road, then North down center of Grant Avenue to a point 300 feet North of Fredericksburg Road;

Beginning 300 feet North of the Fredericksburg Road and 300 feet East and West of the center of West Avenue and going North at a depth of 300 feet East and West of West Avenue to the intersection of Greenlawn Drive;

Beginning in the center of Grant Avenue and 300 feet north of the center of Fredericksburg Road going southeast along a line 300 feet from the center of the Fredericksburg Road to a point 300 feet west of the center of the Blanco Road, then north along a line 300 feet west of the center of the Blanco Road to Clandora Street, then east to the center of the Blanco Road, then north down the center of the Blanco Road to the Basse Road, then east on the Basse Road to a point 300 feet east of the center of the Blanco Road, then south along a line 300 feet east of the center of Blanco Road to West Ashby Place, then east on West Ashby Place to a point 300 feet west of the center of San Pedro Avenue, then north along a line 300 feet west of the center of San Pedro Avenue to the Basse Road, then east on the Basse Road to a point 300 feet east of the center of San Pedro Avenue, then south along a line 300 feet from the center of San Pedro Avenue to Odell Street, then east down the center of Odell Street to Howard Street, then south down the center of Howard Street to Melrose Street, then west down the center of Melrose Street to the center of Belknap Place, then south on Belknap Place to the center of Norwood Court, then west on Norwood Court to a point 300 feet from the center of San Pedro Avenue, then south along a line 300 feet east from the center of San Pedro Avenue to West Dewey Place, then east on West Dewey Place to a point 300 feet west of the center of McCullough Avenue, then north along a line 300 feet west of the center of McCullough Avenue to Annie Avenue, then east on Annie Avenue to a point 300 feet east of McCullough Avenue, then south along a line 300 feet east of the center of McCullough Avenue to East Ashby Place, then east on East Ashby Place to Terry Court, then east on Terry Court to Valero Street and Schooman Alley, then east on Valero Street and Schooman Alley to River Road, then east along a line 500 feet north of the center of East Josephine Street to a point 300 feet west of the center of Broadway, then north along a line 300 feet west of the center of Broadway, then north along a line 300 feet west of the center of Broadway to the Burr Road, then east on the Burr Road to a point 300 feet east of Broadway, then south along a line 300 feet east of the center of Broadway to Cunningham Avenue, then east on Cunningham Avenue to a point 300 feet east of North Alamo Street, then south along a line 300 feet east of the center of North Alamo Street to East Josephine Street, then east down the center of East Josephine Street to North Pine Street, then south down the center of North Pine Street to the center of Grayson Street, then east down the center of Grayson Street to the center of North New Braunfels Avenue, then south down the center of North New Braunfels Avenue to the center of East Carson Street, then east down the center of East Carson Street to the center of Benton Street, then south down the center of Benton Street to the center of Stafford Street, then east on Stafford Street to a point 300 feet north of the old Seguin Road, then east along a line 300 feet north of the old Seguin Road to the Missouri Kansas Texas Railroad, then south along main line of the Missouri Kansas Texas Railroad to a point 300 feet south of Stevens Road, then west along a line parallel to and 300 feet south of the Stevens Road to Sherman Street, then west on Sherman Street to a point 300 feet east of North New Braunfels Avenue, then south along a line parallel to and 300 feet east of North New Braunfels Avenue to a point 300 feet north of East Houston Street, then east along a line parallel to and 300 feet north of East Houston Street to the main line of the Missouri Kansas Texas Railroad, then south along the main line of the Missouri Texas Kansas Railroad to a point 300 feet south of East Houston Street, then west along a line parallel to and 300 feet south of East Houston Street to a point 300 feet east of North New Braunfels Avenue, then south along a line parallel to and 300 feet east of North New Braunfels Avenue to a point 300 feet north of East Commerce Street, then east along a line parallel to and 300 feet north of East Commerce Street to the main line of the Missouri Kansas Texas Railroad, then south along the main line of the Missouri Kansas Texas Railroad to a point 300 feet south of East Commerce Street, then west along a line parallel to and 300 feet south of East Commerce Street to a point 300 feet east of South New Braunfels Avenue, then south along a line parallel to and 300 feet east of South New Braunfels Avenue to the center of Diklworth Street, then west down the center of Diklworth Street to the center of South New Braunfels Avenue, then north down the center of South New Braunfels Avenue to a point 300 feet south of East Commerce Street, then west along a line parallel to and 300 feet south of East Commerce Street to the center of South Pine Street, then south down the center of South Pine Street to the center of Nevada Street, then west down the center of Nevada Street to a point 300 feet east of South Hackberry Street, then south along a line parallel to and 300 feet east of South Hackberry Street to the center of Vanderbilt Street, then west down the center of Vanderbilt Street and along a line down the center of Vanderbilt Street to a point 300 feet west of South Hackberry Street, then north along a line parallel to and 300 feet west of South Hackberry Street to East Whittier Street, then west down the center of East Whittier Street to a point 300 feet east of South Presa Street, then south along a line parallel to and 300 feet east of South Presa Street to the center of Exposition Street, then west down the center of Exposition Street to the S.A.A.P. Railroad, then north along the S.A.A.P. Railroad to Caldwell Street, then east down the center of Caldwell Street to a point 300 feet west of South Presa Street, then north along a line parallel to and 300 feet west of South Presa Street to the center of Lowell Street, then west on Lowell Street to a point 300 feet east of Roosevelt Avenue, then south along a line parallel to and 300 feet east of Roosevelt Avenue to the old City Limits, then west on the old City Limits line to a point 150 feet east of Roosevelt Avenue, then south along a line parallel to and 150 feet east of the center of Roosevelt Avenue to Southwest Military Drive, then west on Southwest Military Drive to a point 300 feet west of Roosevelt Avenue or State Highway 66 South, then north along a line to and 300 feet west of Roosevelt Avenue to the center of East Mitchell Street, then west on East Mitchell Street to the center of Probandt Street, then north on Probandt Street to the center of Helena Street, then west down the center of Helena Street to a point 300 feet east of South Flores Street, then south along a line parallel to and 300 feet east of the center of South Flores Street to a point 300 feet north of Southwest Military Drive, then west along a line 300 feet north of Southwest Military Drive to 300 feet west of South Flores Street, then north along a line parallel to and 300 feet west of South Flores Street to Neal Avenue, then west on Neal Avenue to a point 300 feet east of the Pleasanton Road, then south along a line 300 feet east of and parallel to the Pleasanton Road to a point 300 feet north of Southwest Military Drive, then along a line 300 feet north of Southwest Military Drive to a point 300 feet west of the Pleasanton Road, then north along a line parallel to and 300 feet west of the Pleasanton Road and South Flores Street from the thru intersection to Furnish Avenue, then west down the center of Furnish Avenue to a point 300 feet east of Nogalitos Street, then south along a line 300 feet east of and parallel to Nogalitos Street and Somerset Road to Glendale Avenue, then east on Glendale Avenue to the center of Ward Street, then south on Ward Street to the center of West Pyron Street, then east on West Pyron Street to South Zarzamora Street, then south on South Zarzamora Street to Southwest Military Drive, then west down the center of Southwest Military Drive to a point 300 feet west of the New Laredo Highway, then northeast along a line parallel to and 300 feet west of the New Laredo Highway and Nogalitos Street to Powell Street then northwest down the center of Powell Street and South San Marcos Street to Pendleton Avenue, then west on Pendleton Avenue to a point 300 feet east of the Frio City Road,

then southwest along a line 300 feet east of and parallel to the Frio City Road to Humble Avenue, then south down the center of Humble Avenue to Hosack Avenue, then west down the center of Hosack Avenue to a point 300 feet west of the Missouri Pacific Railroad, then north along a line parallel to and 300 feet west of the Missouri Pacific Railroad to West Malone Avenue, then west on West Malone Avenue to the center of the Frio City Road, then northeast from West Malone Avenue and the Frio City Road to a point 300 feet west of the Frio City Road and Industrial Avenue, then northeast along a line parallel to and 300 feet west of the Frio City Road to a point 300 feet west of South Zarzamora Street, then north along a line parallel to and 300 feet west of South Zarzamora Street to a point 300 feet south of West Commerce Street, then west along a line parallel to and 300 feet south of West Commerce Street and Highway 90 to the Acme Road, then north on the Acme Road to a point 300 feet north of Highway 90, then east along a line parallel to and 300 feet north of Highway 90 and West Commerce Street to a point 300 feet west of North Zarzamora Street, then north along a line 300 feet west of and parallel to North Zarzamora Street to a point 300 feet south of Fredericksburg Road, then southeast along a line 300 feet south of Fredericksburg Road to a point 300 feet east of North Zarzamora Street, then south along a line 300 feet east of and parallel to North Zarzamora Street to a point 300 feet west of the Frio City Road, then northeast along a line parallel to and 300 feet west of the Frio City Road to South Brazos Street, then north down the center of Brazos Street to the Fredericksburg Road, then across the Fredericksburg Road to Grant Avenue, then north on Grant Avenue to a point 300 feet north of the center of Fredericksburg Road.

Beginning at a point 300 feet south of West Commerce Street in the center of South Brazos Street going west along a line 300 feet west of and parallel to West Commerce Street to a point 300 feet east of South Zarzamora Street, then north along a line 300 feet east of Zarzamora Street to a point 300 feet north of West Commerce Street, then east along a line 300 feet north of West Commerce Street to a point in the center of North Brazos Street to a point 300 feet north of West Commerce Street, then south in the center of Brazos Street to a point 300 feet of West Commerce Street.

Beginning in the center of Quintana Road at Centennial Avenue going southwest down the center of Quintana Road to Southwest Military Drive, then east on Southwest Military Drive to a point 300 feet east of the center of the Quintana Road, then northeast along a line parallel to and 300 feet east of the Quintana Road to a point in the center of Wilcox Avenue, then east down the center of Wilcox Avenue to the center of Pierian Street, then north down the center of Pierian Avenue to the center of Hollenbeck Avenue, then west down the center of Hollenbeck Avenue to a point 300 feet east of the Quintana Road, then northeast along a line parallel to and 300 feet east of the Quintana Road to Centennial Avenue, then west down the center of Centennial Avenue to the center of the Quintana Road.

Beginning 300 feet north of Southwest Military Drive in the center of South Zarzamora Street and going east along a line parallel to and 300 feet north of Southwest Military Drive to a point 300 feet west of Highway 66 South (or Roosevelt Avenue) then south along a line 300 feet west of Roosevelt Avenue to a point 500 feet south of the center of Southwest Military Drive, then west along a line parallel to and 500 feet south of Southwest Military Drive to a point 300 feet east of South Flores Street, then south along a line 300 feet east of and parallel to South Flores Street to the south city limits line, then west along the south city limits line to a point 300 feet west of South Flores Street, then north along a line parallel to and 300 feet west of South Flores Street to a point 500 feet south of Southwest Military Drive, then west along a line parallel to and 500 feet south of Southwest Military Drive to a point 300 feet east of the Pleasanton Road, then south along a line 300 feet east of and parallel to the Pleasanton Road to the new city limits, then west on the new city limits to a point 300 feet west of the Pleasanton Road, then north along a line 300 feet west of and parallel to the Pleasanton Road to a point 300 feet south of Southwest Military Drive, then west along a line 300 feet south of Southwest Military Drive to a point 300 feet south of the intersection of South Zarzamora Street and Southwest Military Drive, then north to a point 300 feet north of Southwest Military Drive and South Zarzamora Street.

Beginning in the center of Meadow Lane Avenue west at a point 300 feet north of the center of the Austin Highway and going northeast along a line parallel to and 300 feet north of the Austin Highway to the City Limits, then south to a point in the center of the Austin Highway, then northeast down the center of the Austin Highway to the Wurzbach Road, then south to a point 600 feet south of the Austin Highway, then southwest along a line 600 feet south of and parallel to the Austin Highway to the center of the Rittman Road, then west down the center of the Rittman Road to the intersection of Austin Highway, then northwest across the Austin Highway to Meadow Lane west, then north on Meadow Lane west to a point 300 feet north of the Austin Highway.

EXCEPT "C" FIRE DISTRICT, included therein as follows:

Beginning in the center of East Commerce Street at North Pine Street and going north on North Pine Street to a point 300 feet south of East Houston Street, then east along a line 300 feet south of and parallel to East Houston Street to a point 300 feet west of North New Braunfels Avenue, then south along a line 300 feet west of North New Braunfels Avenue to a point in the center of East Commerce Street, then west down the center of East Commerce Street to North Pine Street.

Beginning in the center of Dawson Street at North Pine Street and going down the center of North Pine Street to the center of Sherman Street, then east down the center of Sherman Street to a point 300 feet west of North New Braunfels Avenue, then south along a line parallel to and 300 feet west of North New Braunfels Avenue to the center of Dawson Street, then west down the center of Dawson Street to North Pine Street.

Boundary Lines of District "C" known as the "Outer Fire District".

110-C. All other areas located within the corporate limits of the City of San Antonio, Texas, which are not a part of "A" or "B" Fire District will be known as the "Outer Fire District".

110-D. Any building constructed in such a manner as to be partly in any two districts, shall conform to the ordinance applying to the more restricted district of the two.

3. That Section 112 of an ordinance entitled "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF", passed and approved the 13th day of January, A.D. 1913, as amended, is amended hereby by adding to said Section 112 the following:

4. "All-steel buildings not over 5000 square feet in area and not over 30 feet in height or one story may be erected in this District, provided the structural steel frame complies with Section 18. Walls and roofing must be at least 26 gauge sheet-iron or steel, welded, bolted or attached by special nails and washer locked in a nailing groove provided in structural member of such steel framing.

"All-steel buildings must be located at least 7 feet from any adjoining property line, 3 feet off any street property line and 10 feet from any other steel or frame building located on the same lot.

"All-steel buildings equipped with an approved automatic sprinkler system may be increased to 20,000 square feet without a separating firewall.

"No wood shall be used in walls, floors or roofs.

"Aluminum sided buildings are not permitted in this District."

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

6. 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.

6. PASSED AND APPROVED this 25th day of March, A.D. 1948.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

\* \* \*

AN ORDINANCE 6870

*Copy 1144*  
 MAKING A CONTRACT WITH AIKMAN, TUCKER & PADGETT TO MAKE A SURVEY AND STUDY OF THE RATES AND FINANCES OF THE SAN ANTONIO TRANSIT COMPANY, AND APPROPRIATING \$2500.00.

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, as Party of the First Part, and Aikman, Tucker & Padgett, a partnership, as Party of the Second Part, in words and figures as follows, WITNESSETH:

2. That the parties to these presents, each in consideration of the agreements on the part of the other, do hereby mutually covenant and agree, the City for itself and its successors, and the Contractor for itself, its successors and assigns, as follows, to-wit:

3. The Contractor at its own cost and expense shall make a survey and study of the finances of the San Antonio Transit Company and report its findings, opinions and recommendations with respect to the financial structure of the Transit Company, the operations of said Company as reflecting profits and losses, together with such statistical and other pertinent information, to the City of San Antonio, as will best aid and assist in the determination of the rates and fares which should be charged by the Transit Company.

4. The Contractor will select, employ and direct accountants and assistants authorized to perform the required duties and who shall be qualified therefor, and be acceptable to the Board of Commissioners of the City of San Antonio. The City agrees to obtain permission for access to and inspection of the books of the Company which may be useful to the Contractor in supplying its services.

5. At the completion of the work, the Contractor shall deliver to the City six separate, detailed, written reports thereof, together with such recommendations as the Contractor may deem useful to the City, and all other information necessarily and properly included in a complete and comprehensive audit.

6. The Contractor acknowledges that he accepts the above specifications of the work to be performed by him, and admits that the same is sufficient for its intended purpose, and that the work can be executed successfully and completed in accord therewith without any additional work other than such as is necessarily implied and included, and to be inferred therefrom, and that any details that may have been omitted in the description shall be done as if the same were specifically stated and without additional charge.

7. Should any dispute arise between the Contractor and the City, or any officer thereof, as to the manner of the performance of the whole, or any part of the work, the decision of the Auditor of the City of San Antonio shall be final and conclusive in such matter; and any doubt as to the meaning of any part of this contract shall be explained and decided conclusively by the City Attorney.

8. The Contractor shall not assign, transfer, convey or sublet this contract, or any part thereof, and the Contractor shall not assign any of the moneys, or any other consideration, to become due and payable by the City under this contract.

9. The work under this contract shall be begun immediately after the execution, and shall be continued with dispatch and without interruption, and be completed as soon as practicable. Seven hours shall constitute a day's work under the per diem term for services rendered.

10. W. M. Aikman shall be paid a minimum fee of \$500.00 for his consultation services, which fee shall not exceed \$1,000.00, unless the development and circumstances arising in the course of this engagement seem, in the judgment of the Honorable Mayor and Commissioners to warrant a greater compensation, in which event the Commission shall determine the amount to be paid in addition to the latter sum.

11. T. N. Tucker and/or Sidney Padgett, partners in said firm, shall be paid \$50.00 per day for such accounting services as may be necessarily required, Each senior accountant shall be paid \$35.00 per day, and each junior accountant shall be paid \$25.00 per day for services necessarily required in this engagement.

12. It is understood that the entire amount to be paid to the said firm of Aikman, Tucker & Padgett shall not exceed \$2,500.00 unless the development and circumstances arising in the course of this engagement seem, in the judgment of the Commissioners, to warrant a greater compensation, in which event the Commissioners shall determine the amount to be paid in excess of this mentioned sum.

13. The Contractor shall render a progress report on the 12th and 28th day of each month during the course of the work showing their nature and extent of the work done, the accounts examined in the work, the rate, the time and amount for each man, and the total amount due for that period; and, on receipt of it, confirmed by the certificate of the City Auditor, the Contractor shall be paid an amount equal to eighty-five per cent of the compensation earned during such period, computed on the per diem basis specified.

14. The Contractor shall not be paid any money in excess of the amount paid upon such estimate, unless and until each and all of the stipulations and requirements of this contract shall have been faithfully performed by the Contractor, and the final report delivered to the City, and accepted by the City, in accord with this contract and such completion, delivery and acceptance, evidenced by a resolution of the Commissioners of the City of San Antonio.

15. Thirty days after the date of the acceptance of such work, the final estimate for final settlement upon this contract shall be prepared by the Auditor and the same having been first approved by the signature of the Mayor and the Auditor, the City shall pay to the Contractor the amount of the final estimate; taking into consideration all amounts previously retained from the estimate remaining payable to the Contractor, and deduction from the amount of such final estimate and retaining, any and all sums which are to be deducted by the City, or due by Contractor to the City, or claimed for labor furnished by any person, or which should be retained and held by the City for any reason.

16. Should the work or any part thereof, prescribed by this contract, be abandoned by the City, this contract shall terminate to the extent thereof, but the Contractor shall be paid in full for the services performed prior to the abandonment, but not otherwise; and such payments shall amount to full satisfaction and accord for any debt or demand caused thereby.

17. In consideration of the faithful performance of this contract by the Contractor and the completion of the work herein stipulated, \$2,500.00 is appropriated to pay the Contractor as herein stipulated and the City Auditor is directed to issue warrants of the City of San Antonio for partial payments and for the final estimate chargeable to this appropriation as herein provided not in excess of the principal amount herein specified. The appropriation shall be made out of the 1947 General Fund, Contingencies Department.

18. PASSED AND APPROVED this 25th day of March, A.D. 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

19. Acceptance and execution of the foregoing contract is evidenced by the signature of the Contractor by one of the partners duly authorized, on this the 25th day of March, A.D. 1948.

AIKMAN, TUCKER & PADGETT

/s/By: W. M. Aikman, A Partner

\* \* \*

AN ORDINANCE 6871

ADOPTING A BUDGET FOR THE EXPENDITURES FOR OPERATING EXPENSES OUT OF THE 1947 GENERAL FUND OF THE CITY OF SAN ANTONIO DURING THE CURRENT FISCAL YEAR 1947.

Passed and Approved on the 27th day of March, 1948.  
( Full text in Minute Book W, pages 120-21 )

\* \* \*

APPRO. NO. 1145

AN ORDINANCE 6872

APPROPRIATING \$641.30 OUT OF THE 1947 GENERAL FUND, TAX ASSESSOR'S DEPT., TO PAY STANDARD PRINTING CO., FOR BINDING 121 TAX RECEIPT BOOKS AT \$5.30 EACH.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$641.30, be and the same is hereby appropriated out of the 1947 General Fund, Tax Assessor's Department, to pay Standard Printing Company, for binding 121 Tax Receipt Books at \$5.30 each, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of March, 1948.

ATTEST:

J. Frank Gallagher  
City Clerk

Alfred Callaghan

M A Y O R

\* \* \*

APPRO. NO. 1146

AN ORDINANCE 6873

APPROPRIATING \$641.30 OUT OF THE 1947 GENERAL FUND, TAX ASSESSOR'S DEPARTMENT, TO PAY NATIONAL PRINTING & STATIONARY COMPANY FOR BINDING 121 TAX RECEIPT BOOKS AT \$5.30 EACH.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$641.30, be and the same is hereby appropriated out of the 1947 General Fund, Tax Assessor's Department, to pay National Printing and Stationary Company for binding 121 Tax Receipt Books at \$5.30 each, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1147

AN ORDINANCE 6874

APPROPRIATING \$130,629.27, OUT OF THE 1947 GENERAL FUND, FOR REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$130,629.27, be and the same is hereby appropriated out of the 1947 General Fund, for regular semi-monthly payrolls for the period ending March 31, 1948m as follows:

Table with 2 columns: Department Name and Amount. Rows include PUBLIC AFFAIRS IN GENERAL, TAXATION DEPARTMENT, PARKS, SANITATION & PUBLIC PROPERTY, STREETS & PUBLIC IMPROVEMENTS, FIRE & POLICE DEPARTMENTS, and TOTAL.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1148

AN ORDINANCE 6875

APPROPRIATING \$5,806.62, 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 \$5,806.62, 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 March 31, 1948, this to be deposited to a special fund called: "POLICE & FIREMEN'S WAVE RESERVE ACCOUNT" in the amount of \$5,806.62.

Table with 2 columns: Department Name and Amount. Rows include Police Dept., Fire Dept., Fire Alarm Dept., and Total.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1149

AN ORDINANCE 6876

TRANSFERRING \$1,068.50 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ECT. ACCOUNT -- \$425.00 TO THE COMMERCE BUILDING FUND AND \$643.50 TO THE 1947 GENERAL FUND, PROCEEDS OF NOTES - HEALTH DEPARTMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,068.50, be and the same is hereby ordered transferred from the 1947 General Fund, Taxes, Licenses, Fines Etc. Account -- \$425.00 to the Commerce Building Fund and \$643.50 to the 1947 General Fund, Proceeds of Notes, Health Department.

TRANSFERRED FROM:  
1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.....\$1,068.50

TRANSFERRED TO.  
COMMERCE BUILDING FUND .....\$ 425.00  
1947 GENERAL FUND, PROCEEDS OF NOTES, HEALTH DEPARTMENT..... 643.50  
\$1,068.50

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1150

AN ORDINANCE 6877

APPROPRIATING \$283.16 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR TELEPHONE SERVICES FOR THE MONTH OF MARCH, 1948.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$283.16, 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 March, 1948, for the following Departments.

Department of Public Affairs in General.....\$ 49.21  
Department of Sanitation, Parks and Public Property 99.07  
Department of Streets & Public Imp..... 22.75  
Department of Fire & Police..... 112.13  
\$283.16

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1151

AN ORDINANCE 6878

APPROPRIATING \$57.50 OUT OF THE 1947 GENERAL FUND, POLICE DEPARTMENT, TO PAY LAZARO ALVARADO FOR 50 BALES OF JOHNSON GRASS AT \$1.15 PER BALE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$57.50, be and the same is hereby appropriated out of the 1947 General Fund, Police Department, to pay Lazaro Alvarado for 50 bales of Johnson Grass at \$1.15 per bale, as per approved Purchase Order on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1152

AN ORDINANCE 6879

APPROPRIATING \$506.62, OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES ACCT., TO PAY ACCUMULATED SICK LEAVE TO POLICEMEN, FIREMEN & FIRE ALARM OPERATORS WHO HAVE RESIGNED, THIS TO BE DEPOSITED TO A SPECIAL ACCOUNT KNOWN AS "POLICE & FIREMEN'S ACCUMULATED SICK LEAVE ACCOUNT".

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$506.62, be and the same is hereby appropriated out of the 1947 General Fund, Proceeds of Notes account, to pay Accumulated Sick Leave Pay to Policemen, Firemen & Fire Alarm Operators who have resigned. This to be deposited to a special account to be known as "POLICE & FIREMEN'S ACCUMULATED SICK LEAVE ACCOUNT" (until the Supreme Court of the State of Texas rules on the legal- it of the State Civil Service Law pertaining to Policemen & Firemen), in the amount of..... \$506.62.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1153

AN ORDINANCE 6880

APPROPRIATING \$1,672.63 OUT OF THE COMMERCE BUILDING FUND,  
FOR SEMI-MONTHLY HEALTH DEPARTMENT PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,672.63, be and the same is hereby appropriated out of the Commerce Building Fund, for semi-monthly Health Department payroll for the period ending March 31, 1948, in the amount of \$1,672.63.  
PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1154

AN ORDINANCE 6881

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$175.00, be and the same is hereby appropriated out of the Airport Admin. Bldg., B-45 Fund, to pay payroll for Asst. Airport Director, for period ending March 31, 1948, in the amount of \$175.00.  
PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1155

AN ORDINANCE 6882

APPROPRIATING \$1,192.50 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 \$1,192.50, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for regular semi-monthly payroll for the period ending March 31, 1948, in the amount of .....\$1,192.50.  
PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1156

AN ORDINANCE 6883

APPROPRIATING \$50.20 OUT OF THE 1947 GENERAL FUND, STREET  
MAINTENANCE, TO PAY TRINITY TESTING LABORATORIES, INC.,  
FOR TESTING AND INSPECTION OF CONCRETE PIPE AND FLEXIBLE  
BASE MATERIALS AND FOR SAMPLING AND TESTING PRE-MIX ROCK  
ASPHALT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.20, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Trinity Testing Laboratories, Inc., for testing and inspection of concrete pipe and flexible base materials and for sampling and testing Pre-Mix Rock Asphalt, as per approved statements on file in the City Auditor's Office.

PASSED AND APPROVED on the 30th day of March, 1948.

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

APPRO. NO. 1157

AN ORDINANCE 6884

APPROPRIATING \$50,061.36 (\$50,000.00 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT AND \$61.36 OUT OF THE 1947 GENERAL FUND, PROCEEDS OF NOTES, INTEREST DEPARTMENT) TO PAY TWO (2) NOTES, NOS. 52 AND 53.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, 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. 52 and 53 of the 1947 General Fund Series, maturing on or before May 31, 1948.

And that the sum of \$61.36, 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. 52 and 53, maturing on or before May 31, 1948.

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

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

APPRO. NO. 1158

AN ORDINANCE 6885

TRANSFERRING \$15,000.00 FROM 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 \$15,000.00, be and the same is hereby ordered transferred from the Back Tax General Fund to the 1947 General Fund, Taxes, Licenses, Fines, etc. Account.

TRANSFERRED FROM:  
BACK TAX GENERAL FUND.....\$15,000.00

TRANSFERRED TO:  
1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCT.

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

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

APPRO. NO. 1159

AN ORDINANCE 6886

APPROPRIATING \$565.50 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY DAN QUILL, POSTMASTER, FOR STAMPS AND FOR ADDITIONAL AMOUNT ADDED TO PITNEY-BOWES POSTAGE METER.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$565.50, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay Dan Quill, Postmaster, for postage stamps and for additional amount added to Pitney-Bowes Postage Meter #134816, as per approved Purchase Orders on file in the City Auditor's Office.

Stinson Field.....\$ 5.50  
Fire Department..... 30.00  
Tax Assessor's Department..... 500.00  
Engineer's Department..... 30.00  
\$565.50

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

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

APPRO. NO. 1160

AN ORDINANCE 6887

APPROPRIATING \$327.00 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY NATIONALS BUS AND MANUFACTURING CORP., FOR USED TIRES AND TUBES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$327.00, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay National Bus and Manufacturing Corp., for 64 used tires and 4 tubes, as per approved Purchase Orders on file in the City Auditor's Office out of the following Departments.

Garbage and Sanitation...\$297.00  
Stinson Field..... 30.00

PASSED AND APPROVED on the 1st day of April, 1948. \$327.00

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