

APPRO. NO. 324

AN ORDINANCE 5792

APPROPRIATING \$932.75 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 \$932.75, be and the same is hereby appropriated out of the Park Revenue Bond, 1945 Fund, for payroll for the Willow Springs Golf Course for the period ending August 31, 1947, in the amount of \$932.75.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 325

AN ORDINANCE 5793

TRANSFERRING \$654.40 FROM THE 1947 GENERAL FUND, TAXES,
LICENSES, FINES ETC. ACCOUNT TO PARK REVENUE BOND, 1945
FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$654.40 be and the same is hereby ordered transferred from the 1947 General Fund, Taxes, Licenses, Fines, etc. Account, to the Park Revenue Bond, 1945 Fund. This being the pro rata of the 1946 fiscal year's Gas and Light bill refunded by the City Public Service Board.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 326

AN ORDINANCE 5794

TRANSFERRING \$2,099.10 OUT OF THE 1947 GENERAL FUND, TAXES,
LICENSES, FINES ETC. ACCOUNT, PAYABLE TO THE COMMERCE
BUILDING FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,099.10, be and the same is hereby ordered transferred from the 1947 General Fund, Taxes, Licenses, Fines etc. Account, to the Commerce Building Fund. This being the pro rata of the 1946 fiscal year's Gas and Light Bill refunded by the City Public Service Board.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 327

AN ORDINANCE 5795

APPROPRIATING \$75,014.37 OUT OF THE 1947 GENERAL FUND TO
PAY THREE NOTES, NOS. 15, 16 & 17 INCLUSIVE AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$75,014.37, 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 Notes, 15, 16 & 17, inclusive, of the 1947 General Fund Series, maturing on or before May 31, 1948;

and the sum of \$14.37, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, to pay interest on the 1947 General Fund Notes, 15, 16 & 17 inclusive.

PASSED AND APPROVED on the 4th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

City Clerk

M A Y O R

APPRO. NO. 328

AN ORDINANCE 5796

TRANSFERRING \$2,000.00 FROM THE 1946 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, TO THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,000.00 be and the same is hereby ordered transferred from the 1946 General Fund, Taxes, Licenses, Fines etc. Account, to the 1947 General Fund, Taxes, Licenses, Fines etc. Account.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 329

AN ORDINANCE 5797

APPROPRIATING \$50.00 OUT OF THE 1947 GENERAL FUND, REFUND ACCOUNT, TO REIMBURSE MR. & MRS. MARIANO P. GARZA FOR PERSONAL LOAN BUSINESS LICENSE ISSUED IN ERROR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the 1947 General Fund, Refund Account, to reimburse Mr. and Mrs. Mariano P. Garza for a Personal Loan Business License issued in error.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 330

AN ORDINANCE 5798

APPROPRIATING \$13,033.31, OUT OF THE POLICE & FIREMEN'S PENSION FUND FOR AUGUST PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13,033.31, be and the same is hereby appropriated out of the Police & Firemen's Pension Fund, for payroll for the period ending August 31, 1947, in the amount of\$13,033.31.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 331

AN ORDINANCE 5799

APPROPRIATING \$35,321.83, 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 \$35,321.83, be and the same is hereby appropriated out of the 1947 General Fund, for per diem payrolls for the period ending August 31, 1947, as follows:

Public Affairs in General.....	\$ 498.50
Taxation Department	252.00
Sanitation, Parks & Public Property	25,393.24
Streets & Public Improvements	8,708.43
Fire & Police Departments	469.66
Total.....	\$35,321.83

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPRO. NO. 332

AN ORDINANCE 5800

APPROPRIATING \$19,543.58 OUT OF THE U. S. GOVERNMENT TAX ACCOUNT TO PAY WITHHOLDING TAXES FOR THE MONTH OF AUGUST 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$19,543.58, be and the same is hereby appropriated out of the U. S. Government Tax Account, payable to the National Bank of Commerce, for credit to Account of Federal Reserve Bank of Dallas, Texas, Fiscal Agent of the United States, Withheld Taxes, being amount deducted from pay-rolls for the month of August, 1947.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 333

AN ORDINANCE 5801

APPROPRIATING \$633.87 OUT OF THE 1947 GENERAL FUND TO PAY INTEREST ON 1947 GENERAL FUND NOTES FOR AUGUST, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$633.87, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, payable to the National Bank of Commerce of San Antonio, Texas, to pay interest for the month of August 1947, on 1947 General Fund Notes Nos. 15 to 42 inclusive.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 334

AN ORDINANCE 5802

APPROPRIATING \$857.10 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 \$857.10, be and the same is hereby appropriated out of the 1947 General Fund, Sewage Plant Department, for Fifteen One Ton Drums of Liquid Chlorine, in drums at \$2.30 per cwt., FOB Corpus Christi, Texas, and payment of the freight thereon, the above amount payable as follows:

Southern Alkali Corp.....	\$683.10
Texas & New Orleans Railroad Co.....	<u>174.00</u>
	\$857.10

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 335

AN ORDINANCE 5803

APPROPRIATING \$401.25 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$401.25, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, to pay for Independent Hire of Teams and Trucks for period of August 15th, 1947 to August 31st, 1947 inclusive, as per approved estimates on file in the City Auditor's Office, out of the following Departments:

Parks & Plazas.....	\$199.75
Garbage & Sanitation	136.50
Rivers & Ditches	65.00
	<u>\$401.25</u>

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 336

AN ORDINANCE 5804

ACCEPTING BID OF DELBERT MARSHALL TO FURNISH AND INSTALL PLUMBING IN REST ROOM AT WASHINGTON PLAZA: AUTHORIZING MAYOR TO EXECUTE CONTRACT: AND APPROPRIATING \$530.00 IN PAYMENT THEREFOR.

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

1. That the bid of Delbert Marshall, dated August 20, 1947, attached hereto and made a part hereof, to furnish and install plumbing in rest room at Washington Plaza, for the sum of \$530.00, all in accordance with specifications on file in the Plumbing Inspector's office, be and the same is accepted hereby.
2. That the Mayor be and he is authorized hereby to execute contract with Delbert Marshall for this work, on standard City form Construction contract.
3. That all other bids are rejected hereby.
4. That \$530.00 be and the same is appropriated hereby out of the 1947 General Fund, Market House, in payment to said Delbert Marshall for said installation, when same is approved by the Plumbing Inspector.
5. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 337

AN ORDINANCE 5805

APPROPRIATING \$108.00 OUT OF THE 1947 GENERAL FUND, SEWAGE PLANT DEPARTMENT, TO PAY SCOBIEY FIREPROOF STORAGE CO. FOR DRAYAGE ON CHLORINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$108.00 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 Florine Sewage Plant and return of empty drums, as per approved Purchase Order on file in Auditor's Office.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 338

AN ORDINANCE 5806

APPROPRIATING \$1,872.50 OUT OF THE 1947 GENERAL FUND, LA VILLITA, TO PAY AMERICAN ROOFING AND METAL COMPANY, 830 WYOMING STREET, SAN ANTONIO, TEXAS, FOR RE-ROOFING BUILDINGS AT 506 AND 510 VILLITA STREET.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,872.50, be and the same is hereby appropriated out of the 1947 General Fund, La Villita, to pay American Roofing and Metal Company, 830 Wyoming Street, San Antonio, Texas for re-roofing buildings at 510 Villita Street and 506 Villita Street, according to contract.

- Item No. 1 -- Re-roofing building at 510 Villita St. --- \$ 824.50
- Item No. 2 -- Re-roofing building at 506 Villita St. --- \$1,048.00
- \$1,872.50

PASSED AND APPROVED on the 4th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher, City Clerk

M A Y O R

APPRO. NO. 339

AN ORDINANCE 5807

APPROPRIATING \$110.00 OUT OF THE CITY OF SAN ANTONIO
STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, thath, the sum of \$110.00, be; and the same is hereby appropriated out of the Street Excavation Trust Account for re-funds and repairs, as per City Engineer's letter of September 3, 1947, as follows:

Ralph F. Stephenson	Refund	\$ 9.00
Rouss Eastham	"	14.00
Juan T. Villarreal	"	4.00
Dora Scheide	"	15.00
C. O. Ratliff	"	14.00
E. J. Burke & Son	"	4.00
Maxmiano Aparicio	"	14.00
City of San Antonio	Repairs	<u>36.00</u>
		\$110.00

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 340

AN ORDINANCE 5808

APPROPRIATING \$5,480.00 IN PAYMENT TO JONES & GARRETT
FOR CONSTRUCTION OF STORM SEWER FROM SOUTH FLORES STREET
TO SAN PEDRO CREEK AT THE EXTENSION OF BIG FOOT STREET.

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

1. That \$5,480.00 be and the same is appropriated hereby out of the 1947 General Fund, Sewer Maintenance, to pay Jones & Garrett for the construction of storm sewer from South Flores Street east to San Pedro Creek at the extension of Big Foot Street, in accordance with contract of January 9, 1947.

2. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 341

AN ORDINANCE 5809

APPROPRIATING \$50.00 OUT OF THE 1947 GENERAL FUND,
STREET MAINTENANCE, TO PAY PAUL ADAMS FOR APPRAISAL
FOR THE CITH OF SAN ANTONIO OF THE MUELLER PROPERTY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Paul Adams for appraisal for the City of San Antonio of the Mueller property known as Lot 19, NCB 412, Auditorium Circle and Fourth Street, as per approved statement in Auditor's Office.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 342

AN ORDINANCE 5810

ACCEPTING PROPOSAL OR WAHRMUND-LOGAN COMPANY TO CONSTRUCT
8 INCH SANITARY SEWER MAIN ON MERIDA STREET AND ON SOUTH
NAVIDAD STREET: AUTHORIZING THE MAYOR TO EXECUTE CONTRACT:
AND MAKING APPROPRIATION OF \$3,309.75 IN PAYMENT FOR SAME.

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

1. That the proposal of Wahrmond-Logan Co., dated August 7, 1947, attached hereto and made a part hereof, to construct 8 inch sanitary sewer main on Merido Street from South Trinity Street to South Navidad Street and on South Navidad Street from Merida Street to Kemper Street, be and the same is accepted hereby.

2. That the Mayor is authorized hereby to execute contract with Wahrmond-Logan Co., on the standard City form of Construction contract.

3. That all other bids are rejected hereby.

4. That \$3,309.75 be and the same is appropriated hereby out of the 1947 General Fund, Merida Street Sewer Construction Project, in payment to Wahrmond-Logan Co. for this construction.

5. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 343

AN ORDINANCE 5811

APPROPRIATING \$249.99 OUT OF THE 1947 GENERAL FUND, STINSON FIELD DEPARTMENT, TO PAY W. U. PAUL, SEPTEMBER 1947 INSTALLMENTS (9) DUE ON HANGAR DOORS AT STINSON FIELD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$249.99, be and the same is hereby appropriated out of the 1946 General Fund. Stinson Field Department, to pay W. U. Paul, September 1947 Installments (No.9) due for doors on Hangar No. 602 at Stinson Field in accordance with the ordinances passed and approved on November 14th and 31st, 1946. (To be paid out of Appro. No. 1142, dated May 31st, 1947.)

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 344

AN ORDINANCE 5812

APPROPRIATING \$195.82 OUT OF THE 1947 GENERAL FUND, VARIOUS DEPARTMENTS, PAYABLE TO DAN QUILL, POSTMASTER, FOR POSTAGE STAMPS AND POSTAL CARDS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$195.82 be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to Dan Quill, Postmaster, for postage stamps and Postal Cards, as per approved purchase orders on file in the City Auditor's Office, out of the following Departments:

La Villita.....	\$ 7.00
Electrical Inspection Dept.	15.00
Mayor's Office	3.64
Health Department	50.00
Fire Department	30.00
Corporation Court	75.15
Back Tax Attorney	<u>15.03</u>
	\$195.82

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 345

AN ORDINANCE 5813

APPROPRIATING \$357.00 OUT OF THE 1947 GENERAL FUND, PAUPER INTERMENT, FOR BURIAL OF PAUPERS DURING THE MONTH OF AUGUST, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$357.00 be and the same is hereby appropriated out of the 1947 General Fund, Pauper Interment, payable to Castillo Funeral Home, for burial of paupers during the month of August, 1947, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 346

AN ORDINANCE 5814

APPROPRIATING \$2.05 OUT OF THE 1947 GENERAL FUND,
CORPORATION COURT, TO PAY FRED HUNTRESS, COUNTY CLERK,
FOR QUALIFYING FEES FOR NOTARY PUBLIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.05, be and the same is hereby appropriated out of the 1947 General Fund, Corporation Court, to pay Fred Huntress, County Clerk, for qualifying fees for Notary Public in Bexar County,

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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APPRO. NO. 347

AN ORDINANCE 5815

APPROPRIATING \$5,125.00 OUT OF THE 1947 GENERAL FUND,
TO PAY HANGAR SIX, INC. VENDOR'S LIEN NOTE AND INTEREST
FOR SIX MONTHS, DUE SEPTEMBER 20TH, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Stinson Field Department, payable to Hangar Six, Inc., Vendor's Lien Note, due September 20th, 1947.

And that the sum of \$125.00, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, to pay interest on the Vendor's Lien Note for six months, due September 20th, 1947.

PASSED AND APPROVED on the 4th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 5816

ACCEPTING PROPOSAL AND CREATING A CONTRACT FOR MATERIALS
WITH ACME GRAVEL COMPANY, INC., 1343 WEST LAUREL, P. O.
BOX 2020, SAN ANTONIO, TEXAS, PROPOSAL DATE: 8-27-47.

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 Acme Gravel Co., Inc., 1343 West Laurel, P. O. Box 2020, San Antonio, Texas.

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

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

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

5. Accepting the attached Proposal of Acme Gravel Co. Inc., 1343 W. Laurel, San Antonio, Texas, to furnish the City of San Antonio with the requirements of Crushed Stone for paving purposes, at a price of \$1.60 per ton, f.o.b. Acme Gravel Spur; less 10¢ per ton within fifteen days from date of invoice. Delivery at Stinson Field 50¢ per ton additional. Contract to be effective from date of acceptance, and terminate May 31st, 1948.

PASSED AND APPROVED this 4th day of September, A. D., 1947.

Alfred Callaghan

ATTEST;

M A Y O R

J. Frank Gallagher

City Clerk

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AN ORDINANCE 5817

MAKING A LEASE WITH O. R. MITCHELL FOR LAND IN THE OLMO
BASIN.

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

1. That this ordinance makes and manifests a lease between the City of San Antonio, a municipal corporation, of the County of Bexar and State of Texas, hereinafter styled Lessor, and O. R. Mitchell, of the County of Bexar and State of Texas, hereinafter styled Lessee, WITNESSETH:-

2. That the Lessor leases to the Lessee and the Lessee takes from the Lessor for a term of 2 years commencing on the 15th day of November, A.D. 1947 and ending on the 15th day of November, A.D. 1949, the following tract or parcel of land situated in the County of Bexar and State of Texas, more particularly described by metes and bounds as follows, to-wit:

3. 7½ acres - Bounded on the north by Olmos Dam; on the south by a fence on South line of City property; on the west by property line of Don Danvers; and on the east by bluff.

4. The rental to be paid by the Lessee to the Lessor shall be at the rate of \$10.00 per acre per year. The rental shall be paid annually in advance by the Lessee at the office of the License and Dues Collector of the City of San Antonio, in the City Hall, Bexar County, Texas. This lease is not subject to renewal by holdover by the Lessee, voluntarily or involuntarily, and this lease will terminate on the 15th day of November, A.D. 1949. Any occupancy of this land after the termination date shall create a tenancy from month to month at a rental triple the rental specified herein subject to all other conditions imposed in this contract upon the Lessee.

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

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

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

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

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

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

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

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

13. PASSED, APPROVED AND SIGNED this 4th day of September, A.D. 1947

ATTEST:

J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

14. ACCEPTED by the Lessor as the contract of lease, this 4th day of September, A.D. 1947

/s/ O. R. Mitchell
Lessor

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AN ORDINANCE 5818

ABANDONING AND CLOSING AN ALLEY IN NEW CITY BLOCK 1912,
AND MAKING A CONVEYANCE OF A PART THEREOF TO ARTHUR
SOCKLER AND SAM SOCKLER AND A PART TO THE SERVICE
PRINTING COMPANY, A PARTNERSHIP COMPOSED OF BERT E.
SCOTT, C. W. HORNSBY AND E. R. CRUMRINE.

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

1. That the alley in New City Block 1912, bounded on the north by West Locust Street and on the south by West Myrtle Street, is abolished and closed hereby.
2. That for and in consideration of \$500.00 paid to the City of San Antonio, by Bert E. Scott, C. W. Hornsby, E. R. Crumrine, Arthur Sockler and Sam Sockler, the City of San Antonio a municipal corporation, acting by and through Alfred Callaghan, its Mayor, duly authorized by this ordinance, does by these presents bargain, sell, release and forever wuit claim unto Arthur Sockler and Sam Sockler, their heirs and assigns, all the right, title and interest in an to that certain tract or parcel of land lying in the County of Bexar, State of Texas and corporate limits of the City of San Antonio described as follows, to-wit;
3. The north part of the alley closed by this ordinance, more particularly described as follows:
 4. Beginning at a point which is the northwest corner of Lot 8, New City Block 1912; thence south 181.64 feet to the southwest corner of said Lot 8; thence west 10 feet to a point in the east line of Lot 4, New City Block 1912; thence north 181.64 feet to the north-east corner of Lot 7, New City Block 1912; thence west 10 feet to the place of beginning.
5. Which the City of San Antonio may have, except as to any claim for taxes or assessments of any character now or that may hereafter come due.
6. The part of the alley closed herein and hereby shall be designated as Lot 17, New City Block 1912.
7. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said grantees Arthur Sockler and Sam Sockler, their heirs and assigns forever, so that neither the said City of San Antonio, nor its successors, nor any person or persons claiming under it, shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, except as to taxes or assessments as set forth above.
8. That for and in consideration of the aforesaid \$500.00, the City of San Antonio, a municipal corporation, acting by and through Alfred Callaghan, its Mayor, duly authorized by this ordinance, does by these presents bargain, sell, release and forever quit claim unto Service Printing Company, a partnership composed of Bert E. Scott, C. W. Hornsby and E. R. Crumrine, its successors and assigns, all the right, title and interest in and to that certain tract or parcel of land lying in the County of Bexar, State of Texas and corporate limits of the City of San Antonio, described as follows, to-wit:
 9. The south part of the alley closed by this ordinance, more particularly described as follows:
 10. Beginning at a point which is the southwest corner of Lot 8, New City Block 1912; thence south 149.95 feet to the southwest corner of Lot 13, New City Block 1912; thence west 10 feet to the southeast corner of Lot 1, New City Block 1912; thence north 149.95 feet to a point in the east line of Lot 4, New City Block 1912; thence east 10 feet to the place of beginning.
 11. Which the City of San Antonio may have, except as to any claim for taxes or assessments of any character now or that may hereafter come due.
 12. The part of the alley closed herein and hereby shall be designated as Lot 18, New City Block 1912.
13. To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said grantee, Service Printing Company, a partnership composed of Bert E. Scott, S. W. Hornsby and E. R. Crumrine, its successors and assigns, so that neither the said City of San Antonio, nor its successors, nor any person or persons claiming under it, shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, except as to taxes or assessments as set forth above.
14. PASSED, APPROVED AND EXECUTED, this 4th day of September, A.D. 1947

CITY OF SAN ANTONIO

By: Alfred Callaghan

M A Y O R

ATTEST:

J. Frank Gallagher

City Clerk

AN ORDINANCE 5819

CHANGING THE NAME OF TAFT AVENUE, WOOD AVENUE, CLEVELAND BOULEVARD, ROOSEVELT BOULEVARD, BLAINE AVENUE, MCKINLEY AVENUE, BLESSE AVENUE, BAILEY AVENUE, BRYAN AVENUE, LIVINGSTONE STREET, CHEYENNE AVENUE, CALCASIEU AVENUE, HUNT AVENUE, AND MARBACH AVENUE.

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

1. That the names of the streets hereinafter specified by and the same are changed as hereinafter indicated:

Taft Avenue, 2 miles on Castroville Road, extending north to 35th Street;

Wood Avenue, beginning at West Commerce Street extending South to Castroville Road, to 36th Street.

Cleveland Boulevard, beginning 2 miles out Castroville Road, to 37th Street;

Roosevelt Boulevard, extending north from Castroville Road, to 38th Street:

Blaine Avenue, beginning 2-2/3 miles out Castroville Road, to 39th Street;

McKinley Avenue, beginning 3 miles out Castroville Road, to 40th Street;

Blesse Avenue, beginning 3 miles out Castroville Road, to 41st Street;

Bailey Avenue, beginning Livingston Street (new name Tyson), extending north to Prosperity Drive, to 42nd Street;

Bryan Avenue, beginning Livingston Street (new name Tyson), extending north to Prosperity Drive, to 43rd Street;

Livingston Street, beginning 1001 McKinley Avenue (new name 40th Street) off Castroville Road extending north, to Tyson Street;

Cheyenne Avenue, between McKinley Avenue (new name 40th Street) west to Acme Road, to Coopwood Avenue.

Calcasieu Avenue, between McKinley Avenue (new name 40th Street) west to Acme Road, to Delta Street;

Hunt Avenue, beginning Werner Road, 2 blocks north Castroville Road, extending west, to Eldridge Avenue;

Marbach Avenue, beginning 501 Matyear Avenue, extending west to Stephenson Road, to Blunt Avenue.

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

3. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST

M A Y O R

J. Frank Gallagher

* * *

City Clerk

AN ORDINANCE 5820

CHANGING THE NAME OF COVINGTON DRIVE, TERRELL HEIGHTS DRIVE, RIDDLE STREET, ATLANTIC STREET AND DURYEE STREET.

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

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

Covington Drive, between Greenwich Blvd. and Chevy Chase Drive, to Harmon Drive;

Terrell Heights Drive, between Greenwich Blvd. and Chevy Chase Drive, to Brees Blvd.;

Riddle Street, between Octavia Street and Young Street, to Candy Place;

Atlantic Street, between Harlan Avenue and Sayers Avenue, to Todd Street;

Duryee Street, between Nebraska Street and Iowa Street, to Poppy Street;

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

3. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

* * *

City Clerk

AN ORDINANCE 5821

MAKING A CONTRACT WITH RALPH H. CAMERON FOR ARCHITECTURAL SERVICES AT THE MUNICIPAL AIRPORT.

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

1. That this ordinance makes and manifests a contract, in duplicate, between the City of San Antonio and Ralph H. Cameron, Architect, WITNESSETH:-
2. That the parties to these presents, each in consideration of the agreement made herein, do hereby covenant mutually, the City for itself and its successors, and the Architect for himself and his successors, as follows, to-wit:-
3. The Architect will design, make and supply the City with all necessary plans and specifications for the modification and reconstruction of Hangar 1 at the San Antonio Municipal Airport, to be an appurtenant and accessory to an Administration Building. The Architect shall deliver to the City all incidental and supplemental drawings and specifications in order that the City shall have within its custody a complete and detailed record of these improvements. The total cost of the construction and its appurtenances shall not exceed \$150,000.00.
4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skilled assistants to aid him; and shall supply all necessary architectural supervision required to the building construction.
In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Architect 6 per cent of the contract price at the office of the Auditor of the City of San Antonio, in Bexar County, Texas, upon the acceptance by the City by resolution, of the building.
6. The Architect shall perform his duties to the exclusive satisfaction of the Mayor, who shall have the power to appoint representatives on the job to act in the absence of the Mayor.
7. The Architect shall prepare preliminary estimate of cost and sketches of the proposed improvements for the purpose of enabling the City to decide upon the type and character of the structure.
8. When requested to do so, the Architect will make or procure preliminary estimates on the cost of the work. Upon the receipt of bids by the City for the construction, the Architect shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.
9. The Architect will complete the necessary City standard forms of advertisement for bids and for the general contracts for the said building, keep the accounts for said building, to issue necessary certificates of payment and conduct the general administration and supervision of the work.
10. In consideration of the faithful performance of this contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City, and the supervision of the contractor to the completion of the building, the City agrees and is bound hereby and obligated to pay the Architect the specified compensation as follows, to-wit:-
11. 4 percent of the estimated total construction costs upon the acceptance of the plans and specifications by the City:
12. 2 per cent in partial payments made from time to time during the progress of the actual construction, in accordance with the progress of the building made by the contractor and based on the estimates issued and payments made to the contractor.
13. If the execution of any work specified be abandoned by the City, the Architect shall be paid in the proportion that the abandoned work bears to the completed work. Any element that may have been omitted in the description of the work of the Architect but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Architect as if the same had been specifically stated without any additional charge to the City.
14. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written nor parole agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.
15. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

16. ACCEPTED as the contract between the City of San Antonio, and Ralph H. Cameron, Architect, this the 5th day of September, A. D. 1947.

/s/ Ralph H. Cameron
Architect.

* * *

AN ORDINANCE 5822

AMENDING "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.", PASSED AND APPROVED ON THE 3RD DAY OF NOVEMBER, 1938.

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., ~~be~~ and the same is hereby amended as follows:

2. "To be zoned as "F" Local Retail District, McCullough Avenue from Hildebrand Avenue to the old City Limits: Lots 40, 41, 42, 43; 44, 45, New City Block 6551; Lots 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, New City Block 6552; South 58.4 feet on Lots 40, 41, 42, 43, 44, 45, New City Block 6557;

3. "To be zoned as "F" Local Retail District: Lots 1, 2, 3, 4, 5, 6, New City Block 2782; Lots 1, 2, 3, 4, 5, 6, New City Block 2783; Lots 1, 2, 3, 4, 5, 6, New City Block 8700; Lots 1, 2, 3, 4, 5, 6, New City Block 8715; Lots 1 and 2, New City Block 8975; Lots 3-A, 6, 7, 8, 9, 1, 11, 12, 13, New City Block 8973; Lots 12, 13, 14, 15, 16, 17, Block 2, New City Block 8973; Lots 13 and 14, Block 1, New City Block 8973; Lots 8, 9, 10, 11, 12, New City Block 7946; Lots 1, 2, 3, 4, 5, New City Block 7947; Lots 1 and 2, Block 2, New City Block 8972; Lots 1, 2, 3, 38, 39, 40, Block 6, New City Block 8972; Lots 1, 2, 3, 38, 39, 40 on Stonewall, Block 6, New City Block 8972; Lots 1, 2, 3, 4, 5, Block 4, New City Block 8972; Lots A and B, Block 1, New City Block 8968; Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, New City Block 7941; Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, New City Block 7934; Lots 14, 15, 16, 17, 18, 19, 20, 21, A-10, A9 and 130 feet east of Nogalitos Street, in A8, New City Block 7933; Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, New City Block 7926; Lots 5A, 5B, 6A, 6B and north 160 feet of Lot 4, Block 2, New City Block 7921; Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, New City Block 7920; Lots 12, 13, 14, 15, New City Block 3479; being Nogalitos Street and Somerset Road, outside of old City Limits;

4. "To be zoned as "J" Commercial District: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 2, New City Block 7963; Lots 1, 2, 3, 4, 5, 14, 15, 16, Block 3, New City Block 8973; Lots 1, 2, 3, 24, 25, 26, Block 2, New City Block 8973; Lots 1 and 2, Block 1, New City Block 8973; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 21, Block 1, New City Block 7944; all of New City Block 8725, east of Highway 81; being Nogalitos Street and Somerset Road, outside of old City Limits; and,

5. "To be zoned as "L" First Manufacturing District: All of New City Block 8727, East of Highway 81; all of New City Block 8733, east of Highway 81, same as 8730; being Nogalitos Street and Somerset Road, outside of Old City Limits."

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

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

8. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

AN ORDINANCE 5823

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND HOWARD AERO SERVICE.

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

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

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

3. Approximately 1,000 square feet of ground area just west of ramp between Hangar #2 and Hangar #3, and approximately 200 square feet of shop space in the south end of the temporary garage building. Said premises to be used for an auto and aircraft repair shop and for sales of parts connected therewith.

4. The amount of the rent for this property is \$35.00 payable monthly in advance at the Office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$35.00 each month for the term hereof, and in addition to the charges specified herein.

5. It is understood and agreed that the present building owned by the Lessee and situated on the above described ground area between Hangar #2 and Hangar #3 is of portable temporary construction and accordingly shall remain the property of the Lessee to be moved at his discretion or upon direction of the Lessor.

6. The Lessee will pay the Lessor 1% of the amount of all gross sales, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.
7. Lessor shall have the right at all reasonable times to inspect the books, records and receipts of the Lessee, covering items sold where the Lessor receives a percentage therefrom and the Lessee shall maintain a standard system of bookkeeping to facilitate this inspection.
8. Lessor reserves the right upon 90 days written notice to declare cancelled any provision of this contract that may interfere with any permanent construction necessitated for the expansion of the Airport.
9. If Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
10. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees.
11. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.
12. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
13. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
14. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
15. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation, and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary and Police departments, for the correction, prevention and abatement of nuisances, in, upon or connected with said lease during the said term of this lease, at his own expense.
17. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.
18. The Lessee agrees that he will not assign this lease nor sublet and will not transfer or sell or in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.
19. Lessee shall hold and save the City harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted hereunder, whether such claim results from the negligence of the Lessee or not.
20. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear and tear excepted. Any hold-over of the premises, or any part thereof, demised herein after the termination of this lease, and 30 days after Lessee has been notified to vacate in writing by Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinabove.
21. To secure the payment of rentals herein, Lessee grants unto Lessor a contract lien on all fixtures that are or may be installed by it on said premises, which lien shall be cumulative of all rights of a landlord under the statutes of the State of Texas, and shall not operate as a waiver of same.
22. Lessor reserves the right to approve all advertising matter of Lessee displayed on the leased premises, or in connection therewith.
23. In testimony whereof, the parties have hereunto set their hands in duplicate.
24. PASSED AND APPROVED this 4th day of September, A. D. 1947

Alfred Callaghan

ATTEST:

J. Frank Gallagher
City Clerk

M A Y O R

25. APPROVED AND ACCEPTED this 4th day of September, A. D. 1947

/s/ D. H. Howard

Lessee

* * *

AN ORDINANCE 5824

AMENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND
B. D. SANTEE, AN INDIVIDUAL.

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

This ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and B. D. Santee, an Individual, Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated July 31, 1947.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of July 31, 1947, is hereby amended and changed as follows; to-wit:

I

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

3. Building 644 only. Said structure located on Stinson Field, San Antonio, Texas and to be used for shop and repair of automobiles and aircraft.

II

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

5. The amount of the rent for this property is \$30.00 payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$30.00 each month for the term hereof, and in addition to the charges specified herein.

III

Said lease as executed by virtue of said Ordinance of July 31, 1947, except as expressly changed herein, shall in all other respects remain in full force and effect.

PASSED AND APPROVED this 4th day of September, A. D. 1947

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

APPROVED AND ACCEPTED this 4th day of September, A. D. 1947.

/s/ Burton D. Santee

B. D. Santee
Lessee

* * *

AN ORDINANCE 5825

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND R. H. HOLLAND
COMPANY.

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on August 28, 1947 and ending on August 27, 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-

3. Building 613. Said structure, located on Stinson Field, San Antonio, Texas is to be used for a photographic laboratory.

4. The amount of the rent for this property is \$40.00 per month payable monthly in advance at the Office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$40.00 each month for the term hereof, and in addition to the charges specified herein.

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

6. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees.

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

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

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

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

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

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

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

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

15. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien. But the lien of the Lessor will be subordinate to the lien of the Reconstruction Finance Corporation on equipment placed in Building 613 on which the Reconstruction Finance Corporation will have fixed its lien according to law.

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

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

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

19. Either party shall have the right to terminate this lease at any time during any month of the term of said lease, or during any month of any renewal thereof, upon thirty (30) days notice in writing to the other, such notices to be computed from the date of mailing.

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

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

22. PASSED AND APPROVED this 4th day of September, A. D. 1947.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan

M A Y O R

23. APPROVED AND ACCEPTED this 4th day of September, A. D. 1947.

/s/ R. H. Holland Co.
By: R. H. Holland
Lessee

AN ORDINANCE 5826

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND RAILWAY EXPRESS AGENCY.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and Railway Express Agency, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-
2. That the Lessor leases and demised to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st of August 1947, and ending on the 31st of July 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:-
3. Office on north east corner of Hangar #3 as a branch office of their company to conduct their airport business.
4. The amount of the rent for this property is \$25.00 payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$25.00 each month for the term hereof, and in addition to the charges specified herein.
5. Lessor reserves the right upon 90 days written notice to declare cancelled any provision of this contract that may interfere with any permanent construction necessitated for the expansion of the Airport.
6. If the Lessee desires to renew this lease he may in writing request the Lessor to do so 60 days prior to the termination thereof and Lessor will inform the Lessee of the result of said request at least 30 days prior to the termination of the lease.
7. Lessee agrees that he and all of his employees shall abide by all rules and regulations as set forth by the Airport Management, and that the employees of the Lessee shall remain on the premises designated by the Lessor during their working hours, unless their official duties require otherwise, and that they will use only the utility facilities designated for the Lessee and his employees.
8. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.
9. The Lessee shall pay the gas, electricity, telephone, and water rates imposed on the leased premises by arrangement with representatives of these public utilities.
10. The Lessee agrees that it will take good care of said premises and property pertaining thereto and suffer no waste, and shall, at its own expense, keep same in good repair, and return the demised premises in good order and condition upon the termination of this lease, ordinary wear and tear excepted, however terminated; and Lessee further agrees at all times to keep all of said premises and grounds appurtenant thereto in a clean, sanitary and attractive condition.
11. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.
12. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.
13. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation and State and Federal Statutes applicable to said premises and business conducted thereon; and, all orders and requirements imposed by the Board of Health, Sanitary and Police departments, for the correction, prevention and abatement of nuisances, in upon or connected with said lease during the said term of this lease, at his own expense.
14. That in case of default in any of the covenants herein, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.
15. The Lessee agrees that he will not assign this lease nor sublet and will not transfer or sell or in any way convey to any person, firm or corporation the whole or any part of said lease without having first obtained consent of the Lessor in writing.
16. The Lessee shall hold and save the City harmless from any and all claims of whatever nature asserted by any person whomsoever, growing out of or resulting from the exercise by the Lessee of any and all rights, franchise or license granted hereunder, whether such claim results from the negligence of the Lessee or not. In this connection, it is understood and agreed that the Lessee will obtain suitable and appropriate public liability insurance and property damage insurance.
17. Lessee covenants and agrees that at the termination of this lease, he will remove all personal property from and surrender said premises to Lessor without notice further than as herein provided, in as good condition as when same was entered upon by it, reasonable wear

and tear excepted. Any hold-over of the premises, or any part thereof, demised herein after the termination of this lease, and 30 days after Lessee has been notified to vacate in writing by the Lessor, shall be a tenancy from month to month at a rental double the amount of the sum specified hereinablve.

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

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

20. The Lessor and Lessee mentioned herein agree that this lease may be terminated 30 days after receipt of a written notice, one unto the other, expressing a desire for such termination.

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

22. PASSED AND APPROVED this 4th day of September, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher
City Clerk

M A Y O R

23. APPROVED AND ACCEPTED this 4th day of September, A. D. 1947.

Lessee
Railway Express Agency
By: L. H. Graves, Agent.

* * *

A RESOLUTION

APPOINTING JOE CIVILETTO TO THE ZONING COMMISSION
IN THE PLACE OF I. SILBER.

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

1. That Joe Civiletto is appointed hereby to the Zoning Commission of the City of San Antonio, in the place of I. Silber, who has tendered his resignation, which is accepted hereby.

2. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

J. Frank Gallagher
City Clerk

M A Y O R

* * *

A RESOLUTION

APPOINTING DR. J. L. McMAHON TO THE PUBLIC LIBRARY BOARD
IN THE PLACE OF REVEREND WALTER S. GOLATKA, RESIGNED.

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

1. That Dr. J. L. McMahon, of Our Lady of the Lake College, is appointed as a member of the Board of Trustees of the Public Library of the City of San Antonio, to take the place of the Reverend Walter S. Golatka, who has tendered his resignation, which is hereby accepted.

2. PASSED AND APPROVED this 4th day of September, A. D. 1947.

Alfred Callaghan

ATTEST:

J. Frank Gallagher
City Clerk

M A Y O R

* * *

APPRO. NO. 348

AN ORDINANCE 5827

APPROPRIATING \$175.00, OUT OF THE INTERREGIONAL HIGHWAY
A-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 Interregional Highway A-45 Fund, for semi-monthly payroll for the Engineering Co-ordinator, for the period ending September 15, 1947, in the amount of\$175.00.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

J. Frank Gallagher, City Clerk

Alfred Callaghan
M A Y O R

APPRO. NO. 349

AN ORDINANCE 5828

APPROPRIATING \$1,827.48, OUT OF THE COMMERCE BUILDING FUND,
FOR REGULAR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,827.48, be and the same is hereby appropriated out of the Commerce Building Fund, for semi-monthly Health Department payroll for the period ending September 15, 1947, in the amount of \$1,827.48.
PASSED AND APPROVED on the 11th day of September, 1947.

Alfred Callaghan

ATTEST:

M A Y O R

J. Frank Gallagher

City Clerk

* * *

APPRO. NO. 350

AN ORDINANCE 5829

APPROPRIATING \$461.69, OUT OF THE STREET & BRIDGE C-45
FUND FOR SEMI-MONTHLY PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$461.69, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, for semi-monthly payroll for the Engineers for the period ending Sept. 15, 1947, in the amount of ...\$461.69.
PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 351

AN ORDINANCE 5830

APPROPRIATING \$134,600.88, 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 \$134,600.88, be and the same is hereby appropriated out of the 1947 General Fund, for regular semi-monthly payrolls for the period ending September 15, 1947, as follows:

Public Affairs in General.....	\$ 20,617.58
Taxation Department	6,197.50
Com. Parks, Sanitation & Public Property	14,761.89
Streets & Public Improvements	11,664.50
Fire & Police Departments	81,359.41
Total.....	<u>\$134,600.88</u>

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 352

AN ORDINANCE 5831

APPROPRIATING \$563.50 OUT OF THE 1947 GENERAL FUND,
VARIOUS DEPARTMENTS, PAYABLE TO DAN QUILL, POSTMASTER,
FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$563.50, be and the same is hereby appropriated out of the 1947 General Fund, Various Departments, payable to Dan Quill, Postmaster, for postage stamps and stamps for Pitney-Bowes Postage Meter, as per approved purchase order on file in the City Auditor's Office.

Stinson Field.....	\$ 8.50
Auditing Dept.	50.00
Sewage Plant Dept.	5.00
Assessor's Dept.	500.00
	<u>\$563.50</u>

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 353

AN ORDINANCE 5832

APPROPRIATING \$25,011.51 OUT OF THE 1947 GENERAL FUND, TAXES, LICENSES, FINES ETC. ACCOUNT, TO PAY ONE (1) NOTE NO. 18, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of the 1947 General Fund, Taxes, Licenses, Fines etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay One (1) Note, No. 18, of the 1947 General Fund Series, maturing on or before May 31st, 1948: and that the sum of \$11.51, be and the same is hereby appropriated out of the 1947 General Fund, Interest Department, to pay Interest on the 1947 General Fund Note, No. 18.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 354

AN ORDINANCE 5833

REPEALING AN ORDINANCE OF SEPTEMBER 4THm 1947, BEING COUNCIL APPROPRIATION NO. 329.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, Whereas an ordinance passed and approved on September 4th, 1947, being Council Appro. No. 329, appropriating \$50.00 out of the 1947 General Fund, Refund Account, to reimburse Mr. and Mrs. Mariano P. Garza for a Personal Loan Business License issued in error:

Now be it ordained by the Commissioners of the City of San Antonio that the sum of \$50.00 heretofore appropriated out of the said 1947 General Fund, Refund Account, be and the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 355

AN ORDINANCE 5834

APPROPRIATING \$7,270.00 OUT OF VARIOUS SINKING FUNDS PAYABLE TO THE NATIONAL BANK OF COMMERCE ON BOND AND INTEREST COUPONS MATURING OCTOBER 1ST, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$7,270.00, be and the same is hereby appropriated out of the following Sinking Funds, payable to the National Bank of Commerce, San Antonio, Texas, City Depository and Fiscal Agent, to pay Bond and Interest Coupons maturing October 1, 1947.

	<u>BONDS</u>	<u>INT.COUPONS</u>
Water Improvement Dist. No. 6.....	\$1,000.00	\$ 570.00
Improvement District No. 4	5,000.00	700.00
	<u>\$6,000.00</u>	<u>\$1,270.00</u>
Total.....		\$7,270.00

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 356

AN ORDINANCE 5835

APPROPRIATING \$277.39 OUT OF THE 1947 GENERAL FUND, FIRE DEPARTMENT, TO DEFRAY EXPENSES OF C.A.HART, CHIEF OF FIRE DEPT., ON ASSIGNMENT TO FIRE CHIEF'S CONVENTION AND INSTITUTE AT NEW YORK CITY, N. Y.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$277.39, be and the same is hereby appropriated out of the 1947 General Fund, Fire Department, payable to C. A. Hart, Chief, Fire Department of the City of San Antonio, Texas, to re-imburse amount expended by him for necessary expenses on assignment to Fire Chief's Convention and Institute at New York City, N. Y., as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 357

AN ORDINANCE 5836

APPROPRIATING \$4.77 OUT OF THE 1947 GENERAL FUND, POLICE DEPARTMENT, TO REIMBURSE MRS. W. H. BUTLER FOR GROUP INSURANCE PREMIUM PAID IN ADVANCE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4.77, be and the same is hereby appropriated out of the 1947 General Fund, Police Department, to reimburse Mrs. W. H. Butler for group insurance premium paid in advance, prior to assured's death.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 358

AN ORDINANCE 5837

APPROPRIATING \$10.00 OUT OF THE 1947 GENERAL FUND, REFUND ACCOUNT, TO REIMBURSE MRS. MARVIN M. GRAVELL FOR A FEE PAID FOR AN INSPECTION AND HEARING BEFORE THE BOARD OF ADJUSTMENT, WHICH WAS NEVER HELD.

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 reimburse Mrs. Marvin M. Gravel, for a fee paid the License and Dues Dept., Rec. #1468, for an inspection and hearing before the Board of Adjustment, which was never held.

Approved copy of petition on file in City Auditor's Office.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 359

AN ORDINANCE 5838

APPROPRIATING \$133.35 OUT OF THE 1947 GENERAL FUND, POLICE DEPARTMENT, TO PAY RAYMOND SOUTH, COMMISSIONER OF FIRE & POLICE, FOR EXPENSES MADE FROM JULY 23, 1947 TO AUGUST 27, 1947, BY VARIOUS MEMBERS OF POLICE DEPARTMENT ON OFFICIAL BUSINESS.

BE IT ORDAINED, by the Commissioners of the City of San Antonio, that, the sum of \$133.35, be and the same is hereby appropriated out of the 1947 General Fund, Police Department, payable to Commissioner Raymond South for expenses incurred on trips made from July 23, 1947 to August, 27, 1947, by various members of the Police Department of the City of San Antonio, Texas, on Official business as per approved statement and bills on file in the City Auditor's Office.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 360

AN ORDINANCE 5839

MAKING A CONTRACT WITH H. E. TOENJES TO REPAIR THE
ORGAN AT THE AUDITORIUM.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio and H. E. Toenjes, Contractor, for the repair of the organ at the Municipal Auditorium.
2. The Contractor agrees that he will furnish all labor and material to repair and adjust the organ at the Municipal Auditorium so that when completed it will function properly and be in first-class order. Said work shall be done to the satisfaction and approval of Jean Wildenstein, manager of the Municipal Auditorium.
3. \$600.00 is appropriated hereby out of the 1947 General Fund, Auditorium, which will be paid to the Contractor when the job is completed to the satisfaction of the Manager of the Auditorium and accepted by the Board of Commissioners of the City of San Antonio by resolution.

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

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

5. The above is accepted by the undersigned Contractor as the contract between the City of San Antonio and H. E. Toenjes for the repair of organ at Municipal Auditorium, this day of September, A. D. 1947

/s/

Contractor.

* * *

APPRO. NO. 361

AN ORDINANCE 5840

APPROPRIATING \$4,000.00 TO ALAMO TITLE COMPANY, IN
PAYMENT FOR LAND TO BE CONVEYED BY PILAR R. ESPINOSA,
TO CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN
EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$4,000.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Alamo Title Company, in payment for land to be conveyed by Pilar R. Espinosa, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being the center 22.5 feet of the west irregular 67.5 feet of Lot "D", or Lot A-12, Block 5, New City Block 310, situated within the corporate limits of the City of San Antonio Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 362

AN ORDINANCE 5841

APPROPRIATING \$200.00 TO STEWART TITLE GUARANTY COMPANY,
IN PAYMENT FOR LAND TO BE CONVEYED TO THE CITY OF SAN
ANTONIO, BY DENNIS BROWN, FOR RIGHT-OF-WAY FOR URBAN
EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$200.00 be and the same is appropriated out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Dennis Brown, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being East 36.5 feet of Lot 10 and the West 3.5 feet of Lot 11, New City Block 6058, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 363

AN ORDINANCE 5842

APPROPRIATING \$5,100.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FR LAND TO BE CONVEYED BY F. B. WATERS AND P. E. LANCASTER, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$5,100.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, for land to be conveyed by F. B. Waters and P. E. Lancaster, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being parts of Lots 11 and 12, New City Block 213, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 364

AN ORDINANCE 5843

APPROPRIATING \$13,500. TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY ALFRED E. RICHEY, HOWARD F. RICHEY AND EDNA J. RICHEY, A SINGLE WOMAN, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$13,500.00 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 Alfred E. Richey, Howard F. Richey and Edna J. Richey, a single woman, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being part of Lot A-3, New City Block 2081, Lots 4, 5, and 6, New City Block 206, and parts of Lots 2, 3 and 4, New City Block 212, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 365

AN ORDINANCE 5844

APPROPRIATING \$1,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY JUANITA SOTO, INDIVIDUALLY AND AS AGENT FOR THE HEIRS OF PORFIRIO QUINTERO, DECEASED, TO THE CITY OF SAN ANTONIO, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$1,000.00 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 Juanita Soto, Individually and as Agent for the Heirs of Porfirio Quintero, deceased, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway); being an irregular tract out of Lot 11, New City Block 206, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 366

AN ORDINANCE 5845

APPROPRIATING \$32,500.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LEASE-HOLD ESTATE, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, IN PART OF LOT A-1, NEW CITY BLOCK 2081, FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY), TO BE CONVEYED BY DAY P. McNEEL TO THE CITY OF SAN ANTONIO.

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

1. That \$32,500.00 be and the same is appropriated hereby out of the Interregional Highway A-45 Fund, to Stewart Title Guaranty Company, in payment for leasehold estate, together with all improvements located thereon, in part of Lot A-1, New City Block 2081, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to be conveyed by Day P. McNeel to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway).

2. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPRO. NO. 367

AN ORDINANCE 5846

APPROPRIATING \$48,000.00 TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY JOHN SUTCLIFFE AND WIFE, MATTIE A. SUTCLIFFE, TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$48,000.00 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 John Sutcliffe and wife, Mattie A. Sutcliffe, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being part of Lot A-1, New City Block 2081, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 11th day of September, A. D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 368

AN ORDINANCE 5847

APPROPRIATING \$20.70 OUT OF THE 1947 GENERAL FUND, ENGINEERING DEPT., TO PAY TRINITY TESTING LABORATORIES INC., FOR TESTING AND INSPECTION OF CONCRETE PIPE, IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.70, be and the same is hereby appropriated out of the 1947 general fund, Engineering Dept., to pay Trinity Testing Laboratories, Inc., for testing and inspection of concrete pipe in accordance with contract on file in the office of the City Clerk.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 369

AN ORDINANCE 5848

APPROPRIATING \$214.15 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY JONES AND GARRETT, CONTRACTORS FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$214.15, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance, to pay Jones and Garrett, Contractors, their first and final estimate for professional services in connection with paving intersections at Sacramento & Warner Streets and Santa Barbara and Buckeye Streets in cooperation with property owners, as per approved statement on file in City Auditor's Office.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 370

AN ORDINANCE 5849

APPROPRIATING \$53.55 OUT OF THE 1947 GENERAL FUND, STREET MAINTENANCE, TO PAY THURMAN BARRETT FOR 1071 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$53.55, be and the same is hereby appropriated out of the 1947 General Fund, Street Maintenance Department, to pay Thurman Barrett for 1071 cubic yards of gravel at .05¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio on March 7, 1946, to furnish the City with gravel from Barrett Pit located on Palo Alto Road, north of Gillette Boulevard, same being for the first and final estimate as per City Engineer's statement of file in the City Auditor's Office.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk.

APPRO. NO. 371

AN ORDINANCE 5850

APPROPRIATING \$103.00 OUT OF THE 1947 GENERAL FUND, SEWER MAINTENANCE, PAYABLE TO BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #8, FOR SECRETARIAL, CLERICAL AND BOOKKEEPING SERVICES AS PER CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$103.00, be and the same is hereby appropriated out of the 1947 General Fund, Sewer Maintenance, payable to the Bexar County Water Control and Improvement District #8, for secretarial, clerical and bookkeeping services as per contract.

PASSED AND APPROVED on the 11th day of September, 1947

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

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APPRO. NO. 372

AN ORDINANCE 5851

APPROPRIATING \$350.00 OUT OF THE STREET AND BRIDGE C-45 FUND TO PAY FOWLER & COMPANY, ENGINEERS, FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$350.00, be and the same is hereby appropriated out of the Street & Bridge C-45 Fund, to pay Fowler and Company, Engineers, their third estimate for professional services in accordance with contract on file in the office of the City Clerk.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 373

AN ORDINANCE 5852

APPROPRIATING \$1.00 OUT OF THE 1947 GENERAL FUND, BACK TAX ATTORNEY, PAYABLE TO COMMERCIAL ABSTRACT & TITLE COMPANY, FOR TITLE RUN.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1.00, be and the same is hereby appropriated out of the 1947 General Fund, Back Tax Attorney, payable to Commercial Abstract and Title Company for title run on Lot 33, Bk 1, NCB 2101.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 374

AN ORDINANCE 5853

APPROPRIATING \$180.00 OUT OF THE 1947 GENERAL FUND, HEALTH DEPARTMENT, TO PAY FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF AUGUST, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$180.00, be and the same is hereby appropriated out of the 1947 General Fund, Health Department, payable to Doctors as shown below, for professional services rendered during the month of August 1947 at the Robert B. Green Hospital, T. B. Clinic.

Dr. J. M. Donaldson, Jr.....\$120.00

Dr. B. E. Galloway 60.00

\$180.00

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 375

AN ORDINANCE 5854

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR MATERIALS WITH BUILDERS LUMBER COMPANY, 231 S. FLORES ST., SAN ANTONIO, 5, TEXAS, PROPOSAL DATE: 8-7-47.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITH 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 Builders Lumber Company, 231, S. Flores Street, San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$5,298.70 from the 1947 General Fund, Street 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 certificate for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5. Accepting the attached proposal of Builders Lumber Company to furnish the City of San Antonio, Street Maintenance Department, with bridge lumber as follows:

330 pieces 3" x 12" x 16'-0"@	\$130.00 M- Yellow Pine,	\$2059.20
300 pieces 3" x 12" x 20'-0"@	\$130.00 M- Yellow Pine,	2340.00
30 pieces 10" x 10" x 28'-0"@	\$128.50 M- Fir	899.50
	Total.....	\$5298.70

And appropriating the total sum of \$5298.70 out of the 1947 General Fund, Street Maintenance Department, in payment of same.

PASSED AND APPROVED this 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 376

AN ORDINANCE 5855

APPROPRIATING \$43.85 OUT OF THE 1947 GENERAL FUND, SEWER MAINTENANCE, TO PAY BEXAR COUNTY CONTROL & IMPROVEMENT DISTRICT NO. 6, BALANCE OF SECRETARIAL SALARY ETC. AS PER CONTRACT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$43.85, be and the same is hereby appropriated out of the 1947 General Fund, Sewer Maintenance, to pay Bexar County Water Control and Improvement District No. 6, balance of secretarial salary etc., as per contract.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 377

AN ORDINANCE 5856

APPROPRIATING \$20.00 OUT OF THE 1947 GENERAL FUND, HEALTH DEPARTMENT, TO PAY MARY L. PORTILLO FOR RENT ON PROPERTY AT 210 SAN AUGUSTINE STREET FOR USE AS A CLINIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$20.00, be and the same is hereby appropriated out of the 1947 General Fund, Health Department, to pay Mary L. Portillo rent for two months from August 1, 1947 to September 30, 1947, for property at 210 San Augustine Street, which is to be used as a clinic by the City Health Department, in accordance with ordinance of May 1st, 1947, and as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher, City Clerk

M A Y O R

APPRO. NO. 378

AN ORDINANCE 5857

APPROPRIATING \$7.00 OUT OF THE 1946 GENERAL FUND, ELECTION DEPARTMENT, TO PAY JEANETTE H. RODRIGUEZ FOR CLERICAL WORK ON MAY 27TH, 1947.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$7.00, be and the same is hereby appropriated out of the 1946 General Fund, Election Department, to pay Jeanette H. Rodrigues for clerical work on May 27th, 1947, her name having been left off the payroll in error. (To be paid out of Council Appropriation No. 1132, dated May 31, 1947).

PASSED AND APPROVED on the 11th day of September, 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

APPRO. NO. 379

AN ORDINANCE 5858

MAKING A CONTRACT FOR A GENERAL AUDIT OF THE CITY ACCOUNTS FOR FISCAL YEAR 1946.

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, party of the first part, and the undersigned, Contractor, 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 his own cost and expense shall supply all labor, material and accessories necessary and proper for the purpose, and at his own expense, make a comprehensive and detailed audit of every department of the City, except the Water Works Department, Library Department and Public Service Board, and verify in detail all revenues, cash receipts, funds, indebtedness and accruals and disbursements, the scope of the audit being limited to the mere summarization of the receipts and disbursements as shown by the records, for the period from the 1st of June, A.D. 1946 to the 31st of May, A.D. 1947.

4. At the completion of the audit, the Contractor shall deliver to the City 6 separate detailed written reports thereof, showing the financial condition of the City, of each of the departments thereof, the condition and status of the bonded debt, and all other matters necessarily and properly included in a complete and comprehensive audit.

5. The figures and form of the financial report of the Contractor shall be reconciled with the general ledger and the quarterly reports of the City Auditor, and shall conform to the stipulations of the Charter and the Ordinances of the City of San Antonio made and provided governing the fiscal affairs of the City.

6. All errors and omissions, if any, of whatever character observed in the books and accounts during the progress of the audit, shall be duly and promptly noted and reported to the Mayor and Commissioners; and all points of interest on matters of importance necessary for their attention will be taken up with them immediately, by the agent of the Contractor in charge of the work, or as often as it seems necessary, with respect to the progress, general conduct and result of this work.

7. 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 herefrom, 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.

8. The Contractor shall give personal attention to the execution of this work, and shall employ only competent, skillful persons therefor, and if at any time the Mayor shall notify the Contractor that any person employed in said work, is, in the opinion of the Mayor, incompetent, unsuitable, unskillful, disobedient or disrespectful toward any officer of the City, or any employee of the City, then the Contractor shall forthwith relieve such employee from said work, and such employee shall not again be employed by the Contractor on said work without the written consent of the Mayor. These communications are privileged for the good of all parties.

8. The City shall have all of its account books, records, bills and vouchers in regular order, and they shall be available to the Contractor for the purpose of this audit and examination, but none of the same shall be removed from the City Hall by the Contractor or any of his employees; and the City of San Antonio shall furnish the Contractor reasonable quarters and facilities in said City Hall.

10. 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.

11. 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.

12. 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.

13. That, subject only to the price terms and stipulations of this contract, the written estimate and certificate of the City Auditor shall be final and conclusive to fix and determine any or all amounts payable hereunder to the Contractor by the City, for which amounts such estimates of the Auditor shall be a condition precedent to the right of the Contractor to receive payment; and, also to fix and determine any, and all amounts payable to the Contractor or their sureties, chargeable against the Contractor and payable to the City by reason of the performance by the City, or the non-performance by the Contractor, of any work herein undertaken by the Contractor.

14. The Contractor shall render a progress report on the 12th and 28th day of each month during the course of the work showing the 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 its, 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.

15. 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.

16. 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 estimates 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 by the City for any reason.

17. 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 any for debt or demand caused thereby.

18. The Contractor shall comply with all laws regulating labor and relating to employers and employees, and all other things being equal the Contractor shall use and employ San Antonio labor and material, and in the event the Contractor shall employ more than five persons in the performance of the work described in this contract, every person employed shall be a qualified voter of the City of San Antonio.

19. In consideration of the faithful performance of this contract by the Contractor and the completion of the work herein stipulated, the City agrees to pay John L. Surber & Company, the Contractor, the sum of \$6,000.00.

20. \$6,000.00 is appropriated out of the 1947 General Fund, Audit Department, to pay the Contractor in accordance with the specifications herein.

21. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

22. The acceptance and execution of the foregoing contract is made by the signature of the Contractor, this the 12th day of September, A.D. 1947.

John L. Surber & Company

/s/ By: John L. Surber

* * *

APPRO. NO. 380

AN ORDINANCE 5859

ACCEPTING PROPOSAL OF WAHRMUND-LOGAN CO. TO CONSTRUCT 10"
SANITARY SEWER INTERCEPTER MAIN ON TRINITY STREET, YALE
AVENUE AND KENSINGTON AVENUE: AUTHORIZING MAYOR TO EXECUTE
CONTRACT: AND APPROPRIATING \$4,367.96 IN PAYMENT THEREFOR.

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

1. That the proposal of Wahrmond-Logan Co., dated September 11, 1947, to construct 10" Sanitary Sewer Interceptor Main on Trinity Street from Tiner Avenue to Yale Avenue, on Yale Avenue from Trinity Street to Kensington Avenue, and on Kensington Avenue from Yale Avenue to Cincinnati Avenue, which proposal is attached hereto and made a part hereof, be and the same is accepted hereby.

2. That the Mayor be and he is authorized hereby to execute contract with Wahrmond-Logan Co., for this construction on standard City form Construction Contract.

3. That all other bids are rejected hereby.

4. That \$4,367.96 is appropriated hereby out of the Street & Bridge C-45 Fund, in payment to Wahrmond-Logan Co. for this construction, payable on estimates approved by the City Sewer Engineer.

5. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:
J. Frank Gallagher
City Clerk

Alfred Callaghan
M A Y O R

AN ORDINANCE 5860

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

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

1. That this ordinance amends a contract of lease between the City of San Antonio, as Lessor, a municipal corporation of the County of Bexar and State of Texas, and Tomco Aviation Inc., Lessee, of the County of Bexar and State of Texas as given and granted by virtue of an Ordinance passed by the Commissioners of the City of San Antonio and dated December 12, 1946.

W I T N E S S E T H

Said lease as authorized and given by said Ordinance of December 12, 1946, is hereby amended and changed as follows; to-wit:

I

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

3. Hangar number 601 and buildings 648, 639, 520, 521, 628½ and 656 and two (2) twelve thousand (12,000) gallon underground gasoline storage tanks. Said structures located on Stinson Field, San Antonio, Texas, and said tanks located on Stinson Field, San Antonio, Texas. The above structures and tanks to be used for sale of aircraft, aircraft accessories and supplies, aircraft engines and parts, aircraft storage, charter trips, repair and maintenance of aircraft, and student instruction, and storage of gasoline, sale of aviation gas and petroleum products, and sale of any other items related to or used in conjunction with the operation of the business.

II

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

4. The amount of the rent for this property is \$470.00 per month payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$470.00 per month for the term thereof, and in addition to the charges specified herein.

III

Said lease as executed by virtue of said Ordinance of December 12, 1946, except as expressly changed herein, shall in all other respects remain in full force and effect.

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

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

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

APPROVED AND ACCEPTED this 11th day of September, A.D. 1947.

Tomco Aviation, Incorporated.

/s/ By: F. L. Thomson, Jr.

(Authorized Agent)

* * *

AN ORDINANCE 5861

ACCEPTING DEED OF JEFFERSON MANOR COMPANY FOR EXTENSION
OF CLUB DRIVE.

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

1. That the deed of Jefferson Manor Company, dated the 2nd day of September, 1947, conveying to the City of San Antonio the South 50 feet of Lot 34, in Block "G", New City Block 6757, situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, according to map or plat thereof recorded in Volume 642, page 309, of the Deed and Plat Records of Bexar County, Texas, for the extension of Club Drive, be and the same is accepted hereby.

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

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 5862

MAKING A STREET RENTAL CHARGE OF 2 PER CENT FOR OPERATION
OF MOTOR VEHICLES TRANSPORTING PASSENGERS FOR HIRE.

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

1. That this ordinance makes, manifests and levies a street rental charge based upon gross receipts from fares and other incomes at the rate of 2 per cent per annum for the operation of motor vehicles transporting passengers for hire, against each person who is so using the streets, avenues and public places of the City of San Antonio, regardless of whether the operations extend beyond the corporate limits of the City of San Antonio; other than motor

vehicles operating under a permit or certificate of the Railroad Commission, and provided further that nothing in this ordinance shall be construed as impairing or altering in any way the provisions relating to payments in any contracts, agreements or franchises now in existence, or hereafter made, between the City of San Antonio and the owners or operators of motor vehicles transporting passengers for hire.

2. Such person shall pay the City of San Antonio at the office of the License and Dues Collector of the City of San Antonio, 2 per cent of the gross income from such business, to compensate the City of San Antonio for the use of the streets, avenues and public ways of the City of San Antonio in such business.

3. Payment shall be made monthly as accrued and such person will supply the City Auditor on or before the 10th day of each month after the passage of this ordinance, a detailed statement sworn to by such person, or the duly authorized agent of such person, showing the gross receipts received by such person from such business during the preseding month, and at the same time shall deliver to the License and Dues Collector an amount equal to 2 per cent of the gross receipts.

4. The City of San Antonio through any of its officers, agents or servants, shall have access to all the books and records of such person and the right to verify the same and to take testimony thereon and compel the attendance and examine under oath all agents and servants of such person, in order to insure the City in the correct calculation and collection of said rental charge made herein. The City Auditor may prescribe the form and method of the bookkeeping and report.

5. If any such person fails or refuses to make the payments stipulated herein, the City of San Antonio shall have the right to bring an action to recover said debt, together with 8 per cent interest thereon from the date thereof, together with a reasonable attorney's fees and all costs and expenses of the City of San Antonio incurred in the enforcement of this ordinance.

6. If any such person fails to make the payments stipulated herein, the privilege of such person to conduct the business of common carrier for hire on the streets of the City of San Antonio shall cease automatically; and if such person continues to operate, then the City of San Antonio shall have the right to bring a civil action to recover \$25.00 a day penalty for each day each motor vehicle is so operated.

7. The provisions of this ordinance are hereby declared to be severable. If any of its sections, provisions, exceptions, sentences, clauses, phrases or parts be held unconstitutional or void, the remainder of this ordinance shall continue in full force and effect, it being the legislative intent now hereby declared, that this ordinance would have been adopted even if such unconstitutional or void matter had not been included therein.

8. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 5863

THE ABOVE ORDINANCE COPIED UNDER ORDINANCE 5710 - page 577-8 —

* * *

AN ORDINANCE 5864

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXING OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF THE CITY, COMPRISING BLOCKS 189 AND 190 OF THE LOS ANGELES HEIGHTS SUBDIVISION.

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 Blocks 189 and 190 of the Los Angeles Heights Subdivision, 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 corner of the present City Limits line where the west line of Neer Avenue intersects the south line of El Monte Street for the southwest corner of this area; thence northward along said west line of Neer Avenue to an intersection with the north line of San Angelo Street for the northwest corner of this area; thence eastward along said north line of San Angelo Street to an intersection with the southwest right-of-way line of the T & N O Ry Co for the northeast corner of this area; thence in a southeasterly direction along said right-of-way line of the T & N O Ry. to an intersection with the present City Limits line for the southeast corner of this area; thence westward along said present city limits line to the place of beginning.

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 the payment of all legal indebtedness, or pro rata part thereof, owing by said area, territory or district for which 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 11th day of September, A.D. 1947.

ATTEST

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *

AN ORDINANCE 5865

AMENDING "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.", PASSED AND APPROVED ON THE 3RD DAY OF NOVEMBER, 1938.

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

1. That paragraphs 2 and 3 of Section 2 of "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.", passed and approved on the 3rd of November, 1938, be and the same is amended so that hereafter paragraph 2 and paragraph 3 of Section 2 of said ordinance shall read as follows:

2. "2. Zoning regulations and districts as herein set forth are approved and established. The City of San Antonio is hereby divided into districts of which there shall be 20 known as:

- | | |
|--------------------------------------|-------------------------------------|
| A. Single Family Residence District. | K. Commercial District. |
| B. Residence District. | L. First Manufacturing District. |
| C. Residence District. | M. Second Manufacturing District. |
| D. Apartment District. | G.G. Local Retail District. |
| E. Apartment District. | H.H. Local Retail District. |
| F. Local Retail District. | I.I. Business District. |
| G. Local Retail District. | J.J. Commercial District. |
| H. Local Retail District. | K.K. Commercial District. |
| I. Business District. | L.L. First Manufacturing District. |
| J. Commercial District. | M.M. Second Manufacturing District. |

All other restrictions in the above new districts remain as they are now listed in "G" Local Retail District, "H" Local Retail District, "I" Business District, "J" Commercial District, "K" Commercial District, "L" First Manufacturing District, and "M" Second Manufacturing District, except that there should be a 25 foot front yard set-back.

"3 The City of San Antonio is hereby divided into 20 districts aforesaid and the boundaries of such districts are shown upon the maps attached hereto and made a part hereof, and said maps and all notations, references and other information shown on such zoning maps shall be as much a part of this Ordinance as if the matters and information set forth by said maps were all fully described herein."

3. That said ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.", passed and approved on the 3rd day of November, 1938, be further amended as follows:

4. "To be zoned as "J" Commercial District, South Pine Street and Dauchy Road, outside of the old city limits: Tracts 2, 4 & 5, New City Block 8090;" and,

5. "To be zoned as "F" Local Retail, Frio City Road and Duncan Avenue, outside of the old City Limits; Tracts 1 & 2, New City Block 7224."

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

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

8. PASSED AND APPROVED this 11th day of September, A.D. 1947.

ATTEST:

Alfred Callaghan

J. Frank Gallagher

M A Y O R

City Clerk

* * *